



City of Muscatine

CITY COUNCIL

Thursday, September 14, 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>

September 14, 2023, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

- A. Proclamation - Public Power Week 2023
- B. Proclamation for National Day of Truth and Reconciliation
- C. Proclamation of Indigenous People
- D. Proclamation for Latino and Hispanic Heritage Month

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 Council Meeting Minutes - September 7, 2023

11. * PETITIONS AND COMMUNICATIONS

- A. Request on second reading on a new Class "C" Retail Alcohol License for Tacos Jaliscience JEGL, 1608 Grandview Avenue - Tacos Jaliscience JEGL, LLC (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

- A. County Board of Supervisors Meeting Minutes - 8-21-2023
- B. County Board of Supervisors Meeting Minutes - 8-28-23

13. * PURCHASE ORDERS

14. * APPROVAL OF BILLS

15. PUBLIC HEARING

- A. Public Hearing on the Plans, Specifications, Cost Estimation and Form of Contract for the Downtown Revitalization Project.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Resolution Approving the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Downtown Revitalization Project - Public Hearing A
- B. Third and Final Reading of an Ordinance Amending Title 3, Chapter 2 of City Code - Use of City Right of Way
- C. Third and Final Reading of an Ordinance Amending Title 11, Chapter 4 of City Code - Inspections
- D. Third and Final Reading of an Ordinance Amending the Airport District Zoning Ordinance Contained within Title 10, Chapter 19 of the City Code
- E. Resolution Approving the Contract and Bond for the Vehicle Wash Bay Project for Bill Bruce Builders, Inc. of Eldridge, Iowa in the Amount of \$1,295,000
- F. Resolution to Amend City Code Appendix B - Sidewalk and Excavation Fees
- G. Resolution Approving the Preliminary/Final Plat of PMP 1st Addition
- H. Resolution Accepting Completed Work for the 67th Street Sidewalk Project and Authorizing Release of Payment
- I. Resolution Approving Second Amended Development Agreement with R.L. Fridley Theatres, Inc. and Fridley Properties, LLC
- J. Request to Issue Change Order Number 3 to the West Hill Sewer Separation Phase 5 Contract
- K. Request Approval of Updated Title VI Policy, Assurances, and Non-Discrimination Agreement
- L. Request to Approve a Purchase Agreement between the City of Muscatine and Muscatine County (Buyers) and J&S Deahr Farms, LLC (Seller) in the amount of \$420,000 for the Purchase of Real Estate described in Exhibit A (Parcel ID 0334300007) for the use of a Law Enforcement Shooting Range & Training Facility.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT



PUBLIC POWER WEEK
October 1-7, 2023

WHEREAS, we, the citizens of Muscatine, as consumers and owners of our electric, water, and communications utilities, place high value on a community-owned, not-for-profit utility and, as both customers and owners of the utility, have chosen local control over operations and policies through their City appointed Board of Trustees; and,

WHEREAS, the Muscatine Power and Water our electric, water, and communications utilities are a community asset that contributes to the well-being of the local citizens through things such as energy efficiency, customer service, environmental protection, and economic development; and,

WHEREAS, MPW employees are neighbors serving neighbors, providing homes, businesses, schools, and local government agencies with not for profit water, electric, and communications services while considering these 4 important factors: Reliability, Affordability, Flexibility and Sustainability, making our community the best place to live, stay, work, and play, and;

WHEREAS, Muscatine Power and Water is a dependable and trustworthy institution whose local operation provides many consumer protections, provides prompt service during emergencies, and contributes to protecting the environment;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council designate the week of October 1 – October 7, 2023 as Public Power Week in Muscatine, to honor Muscatine Power and Water, its customers, policy makers, and its employees, who work together to provide the best possible services; and,

BE IT FURTHER RESOLVED, that Muscatine has joined hands with other communities across the nation in this celebration of the many benefits of the public power model.

Brad Bark
Mayor, City of Muscatine

PROCLAMATION for National Day of Truth and Reconciliation

WHEREAS, the movement known as “Orange Shirt Day,” also known as the National Day of Truth and Reconciliation, was started by Phyllis Webstad of the Stswecem’c Xgat’tem First Nation; and,

WHEREAS, Phyllis, like Indigenous children throughout the United States, attended an Indian residential school whose purpose it was to strip her of her language and culture. Many children in these boarding schools were subjected to a range of sexual, physical, spiritual, and emotional abuse, and many lost their lives; and,

WHEREAS, Native children were not allowed to speak their Native language, wear their traditional clothing, or practice their cultural tradition, and were forced to have their hair cut by school officials; and,

WHEREAS, Iowa was home to several Indian boarding schools whose purpose it was to forcibly assimilate Native children. It is acknowledge the legacy of legalized injustice and brutality toward Native children and their families; and,

WHEREAS, we must do more than just remember the children whose lives were taken, the countless families torn apart, and the communities ravaged by these cruel, government-sanctioned practices – we must acknowledge the generational trauma that exists and continues to impact Native people and their communities; and,

WHEREAS, after years of avoiding the color orange, which the Indian boarding school forbade her to wear, Phyllis created Orange Shirt Day to remember the children who lost their lives at the hands of the boarding school system and to honor the survivors;

NOW, THEREFORE, I, Brad Bark, Mayor of Muscatine, do hereby proclaim September 30, 2023, as Orange Shirt Day in Muscatine.

PROCLAMATION OF INDIGENOUS PEOPLES' DAY

A Proclamation relating to Indigenous Peoples' Day; declaring the second Monday in October 2023 as Indigenous Peoples' Day in the City of Muscatine.

WHEREAS, the land now known as the State of Iowa and our city, Muscatine, Iowa, named in recognition of the Iowa Tribe, as well as the language used to identify many of our lakes, rivers, cities, counties, schools, buildings, and considerably more, reflects the inherent imprint of Indigenous Peoples. This land has been home to Indigenous Peoples since time immemorial, and without whom, the building of this state and city would not have been possible; and

WHEREAS, Indigenous Peoples have made essential contributions to the landscape of Iowa, including traditional knowledge, experience, labor, technology, science, philosophy, industry, arts, as well as their cultural belief system that stipulates Indigenous Peoples as protectors and stewards of our natural environment for the benefit of all; and

WHEREAS, the City of Muscatine is dedicated to eliminate racism towards Indigenous Peoples and seeks to promote practices that honor the state's indigenous roots, history and contributions, and reflect the experiences of Indigenous Peoples, to ensure greater access and opportunity; and

WHEREAS, the City of Muscatine joins a growing number of cities that have recognized the second Monday of October as Indigenous Peoples' Day, creating an opportunity to promote appreciation, understanding, friendship, and partnerships among indigenous peoples and all Muscatine residents; and

WHEREAS, the City of Muscatine will observe Indigenous Peoples' Day as an opportunity to recognize and celebrate the history, culture, and contributions of indigenous peoples in our community.

NOW THEREFORE, I Dr. Brad Bark, Mayor of Muscatine, Iowa do hereby proclaim October 9th, 2023 as Indigenous Peoples Day

PROCLAMATION

BY MAYOR BRAD BARK

WHEREAS, Latinos and Hispanics have enriched Iowa communities since the late 1800's and play a vital role in Iowa's economy and workforce with cultural, educational, and political influences. This can be seen and appreciated in all aspects of life; and

WHEREAS, It's worthy of note that Hispanics constitute an estimated 4,500 residents, making up 19% of Muscatine's population, marking it as one of the largest Hispanic communities in Iowa. These individuals, known for their entrepreneurial spirit, are instrumental in driving our economy and workforce, thereby fortifying Muscatine's economic vigor; and

WHEREAS, Latinos are individuals that are from or are descendants from Latin America and may speak Creole, Dutch, English, Italian, Spanish, Patois, Portuguese, French, and many regional Indigenous languages such as Quechua, Aymara, Guarani, Mayan, Nahuatl, and more; and

WHEREAS, Hispanics are individuals that speak Spanish and are descendants from Spanish speaking countries, including Spain; and

WHEREAS, Latino and Hispanic Heritage Month is an opportunity to celebrate the vibrant traditions of people whose ancestry can be traced to the Caribbean Islands, Central America, Mexico, South America for Latinos, and Spain; and

WHEREAS, Latinos enrich Iowa communities with cultural, educational, and political influences that can be seen and appreciated in all aspects of our life, from skilled workers, artists, professionals, owners of vibrant businesses, and leaders, and as a community that offers education and community gatherings through art, music and festivals;

NOW, THEREFORE, I, Brad Bark, Mayor of the City of Muscatine, Iowa, do hereby proclaim September 15, 2023 – October 15, 2023 as

LATINO AND HISPANIC HERITAGE MONTH

In the City of Muscatine and urge citizens to observe this month by increasing their awareness of the valuable ways Latinos and Hispanics have contributed to our city's prosperity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my seal to be affixed on this 14th day of September, 2023.

Dr. Brad Bark, Mayor
City of Muscatine



City of Muscatine

CITY COUNCIL MINUTES

Thursday, September 7, 2023

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for September 7, 2023 to order at 06:00 PM.

2. **INVOCATION**

Bruce Martin was present to give the invocation.

3. **ROLL CALL**

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

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

A. Swearing in of Officer Zachary Mullen

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

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

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

7. **COMMUNICATIONS - CITIZENS**

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

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

Councilmember Peggy Gordon, 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**

- A. August 17, 2023 City Council Regular Meeting Minutes
- B. August 30, 2023 City Council Special Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Use of City Property from Chris Anderson with Pearl City Media for the Annual Jingle & Mingle to be held on December 1, 2023
- B. Request on first and second reading on a new Class “B” Retail Alcohol License for Love’s Travel Stop #882, 2417 Grandview Avenue – Love’s Travel Stops & Country Stores, Inc. (pending inspections)
- C. Request for renewal of a Special Class “B” Retail Native Wine License for Flowers on the Avenue, 1138 East 9th Street – Flowers on the Avenue (pending inspections)
- D. Request on first reading on a new Class “C” Retail Alcohol License for Tacos Jaliscience JEGL, 1608 Grandview Avenue – Tacos Jaliscience JEGL, LLC (pending inspections and insurance)
- E. Request for renewal of a Class “C” Retail Alcohol License for American Legion Club, 110 So. Houser Street – Edward H Bitzer Post No. 27 of the American Legion (pending inspections and insurance)
- F. Request to Approve the Use of City Property from Jefferson PTO/Jefferson Elementary for Back to school Event.

12. * COMMUNICATION – RECEIVE AND FILE

- A. Board of Water, Electric and Communication Meeting Minutes - July 25, 2023
- B. Muscatine County Board of Supervisors Meeting Minutes - August 14, 2023

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order to Feld Fire, in the Amount of \$19,640.00, for 2 Sets of Paratech Maxforce Lift Bag Kits.
- B. Request to Approve the Issuance of a Purchase Order to Sulzco, LLC., in the amount of \$16,950.00, for the Pedestrian Bridge Railing Installation at the Pollinator Park.
- C. Request to Approve the Issuance of a Purchase Order to Zimmer & Francescon, in the amount of \$7,722.00, for the Purchase of Two Replacement Check Valve Bodies for the Progress Park Lift Station.
- D. Request to Approve the Issuance of a Purchase Order to Hinckley Medical, in the amount of \$ 17,500.00, for five ambulance cot scales.

14. * APPROVAL OF BILLS

- A. Bills for Approval - September 7, 2023

15. PUBLIC HEARING

- 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 Property by Sealed Bid Process.

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

Councilmember Dennis Froelich, seconded by Councilmember John Jindrich, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

- B. Public Hearing on the Plans and Specifications, Cost Estimate and Form of Contract for the UV Replacement Project at the Water Resource and Recovery Facility.

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

Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

- C. Public Hearing on the Amendments to the *Section 8 Housing Choice Voucher Administrative Plan*

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. A Resolution Declaring Certain Described Real Estate Owned By the City (Vacant Parcel Adjacent to 891 W. 8th Street) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process. - Public Hearing A

Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Adopt the Resolution.

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

- B. A Resolution Approving An Easement for the West Hill Sewer Separation Project For Parcel "X", adjacent to 891 W 8th St

Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon

moved to Adopt the Resolution.

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

- C. A Resolution Declaring Certain Described Real Estate Owned By the City (891 W 8th Street) as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process. - Public Hearing A
Councilmember Nadine Brockert, seconded by Councilmember John Jindrich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- D. A Resolution Approving An Easement For The West Hill Sewer Separation For Parcel "W", Also Known As 891 W 8th St
Councilmember Peggy Gordon, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- E. Resolution Approving the Plans, Specifications, Form of Contract, Cost Estimates and Setting a Bid Opening for the UV Replacement Project. - Public Hearing B
Councilmember Angie Lewis, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- F. Request to Approve an Amendment to the *Section 8 Housing Choice Voucher Administrative Plan*. - Public Hearing C
Councilmember Peggy Gordon, seconded by Councilmember Jeff Osborne moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- G. Third and Final Reading of an Ordinance Amending Nuisance Regulations Contained Within City Code Title 9, Chapter 3.
Councilmember Dennis Froelich, Seconded by Councilmember John Jindrich, moved to Adopt the Ordinance on third and final reading and to direct for its publication as required by law.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- H. Third and Final Reading of an Ordinance Amending Title 10, Chapter 20, Section 4 of City Code - Home Occupations
Councilmember Angie Lewis, Seconded by Councilmember Nadine Brockert, moved to Adopt the Ordinance on third and final reading and to direct for its publication as required by law.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- I. Second Reading of an Ordinance Amending Title 3, Chapter 2 of City Code - Use of City Right of Way
Councilmember John Jindrich, Seconded by Councilmember Peggy Gordon, moved to approve the second reading of the Ordinance
Vote: Ayes - 7, Nays - 0, Motion Passed.

- J. Second Reading of an Ordinance Amending Title 11, Chapter 4 of City Code - Inspections
Councilmember Jeff Osborne, Seconded by Councilmember Dennis Froelich, moved to approve the 2nd reading of this ordinance.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- K. Second Reading of an Ordinance Amending the Airport District Zoning Ordinance Contained within Title 10, Chapter 19 of the City Code
Councilmember Dennis Froelich, Seconded by Councilmember Angie Lewis, moved to approve the 2nd reading of this ordinance.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- L. A Resolution Authorizing the Execution of a Special Warranty Deed to Said Described Real Estate located at 619 Hope Ave (Parcel No. 0826454008)
Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Max Kaufman - 1609 Foster Street was present to discuss his concerns with the bidding process for this property. Mr. Kauffman stated he submitted a closed bid that was 4x the amount of the winning bid and was not awarded the bid due to him not being informed of the correct process. Mr. Kauffman has submitted the required information at this point and requests the bids to be re-evaluated. Councilmember Osborne stated that in his opinion the council should take time to look over Mr. Kauffman's proposal and reevaluate the award of the bid for 619 Hope. Councilmember Osborne stated this is a new bidding process for the City and there are kinks that need to be worked out and that should be given some consideration in this case.
There was discussion with Council regarding the bid process and the councils preference for awarding the bid to a non-profit organization.
Vote: Ayes - 5, Nays - 2 (Brockert, Osborne), Motion Passed.
- M. Resolution Awarding a Contract for the Vehicle Wash Bay to Bill Bruce Builders, Inc. in the Amount of \$1,295,000
Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- N. Resolution Setting a Public Hearing on September 14, 2023 at 6:00 pm on the Plans, Specifications, Cost Estimation and Form of Contract for the Downtown Revitalization Project.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- O. Resolution Amending Nuisance Abatement Administrative Fee in Schedule of Permit And Licensing Requirements in Appendix D of City Code
Councilmember Dennis Froelich, seconded by Councilmember John Jindrich moved to .

There was discussion among Council regarding how the new policy would be delivered to residents. City Administrator Webb stated the repeat offenders would receive a letter in the mail with the new rates and first time offenders would get a letter with a warning for their first offense.

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

- P. Request to enter into a contract in the amount of \$5785.00 with Yohan Umana for artistic work related to the public art installation, "Muscatine - World's Largest Watermelon Slice", to be installed on the Muscatine Riverfront adjacent to Millennium Plaza.

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

Councilmember Osborne asked staff to clarify the reason for the contract with the City when no City funds are being spent on the project.

Finance Director Nancy Lueck explained the process for donated funds being run through the city with purchase orders.

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

- Q. Request to Approve the Issuance of a Purchase Order in the Amount of \$50,827.00 to Ed Morse Muscatine for the Purchase of a 3/4 Ton Pickup Truck for the Water & Resource Recovery Facility Maintenance Department.

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

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

- R. Request to Approve the Issuance of a Purchase Order to Ed Morse Muscatine in the Amount of \$64,047.00 for the Purchase of a 3/4 ton Pickup Truck with Service Body for the Biosolids Department at the Water & Resource Recovery Facility.

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

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

- S. Request to Approve the Issuance of a Purchase Order to Feld Fire, in the Amount of \$279,772.00, for the Purchase of an Ambulance with a Powerload system.

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

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

- T. Request to Approve the Issuance of a Purchase Order to Titan Machinery, in the amount of \$131,945.00, for the purchase of a 4x4 Rubber Tire Backhoe Loader.

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

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

- U. Request to Approve the Issuance of a Purchase Order in the Amount of \$78,775.00 to Bushman Excavating for Pavement Crushing.

Councilmember John Jindrich, seconded by Councilmember Dennis Froelich

moved to Approve the Request.

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

- V. Request to Approve a Purchase Agreement between the City of Muscatine and Muscatine County (Buyers) and J&S Deahr Farms, LLC (Seller) in the amount of \$420,000 for the Purchase of Real Estate described in Exhibit A (Parcel ID 0334300007) for the use of a Law Enforcement Shooting Range & Training Facility.

Laura Kramer - 1670 N. Mulberry Rd. was present to share her opposition to this item stating that the shooting range should not be in a quiet country setting it should be in a commercial/industrial area. Ms. Kramer also stated the price the City is offering to pay for this land is twice the average price for land in the area.

John Kramer - 1670 N. Mulberry Rd. was present to share his opposition to this item stating he lives in the country to enjoy the quiet area. Mr. Kramer stated there is already a trap shooting range nearby that disturbs their quiet 4-5 days/week. He is also concerned with noise pollution affecting his property value.

Kristine Schroeder - 2400 155th Street - was present to share her opposition to this item stating she lives behind the Isaac Walton League and continually hears shooting now. She stated is does not want more noise pollution and does not agree with taking up farmland for the shooting range.

Bill Clevenger - 2516 150th St - was present to share his concerns regarding his livestock in this area as well as safety issues arising from stray bullets.

Carla Clevenger - 2516 150th St. - was present to share her opposition to this project stating this would make the area where they live unsafe for people and their animals.

Aaron Steffens - 2528 150th St. - was present to state his opposition to this project due to it would be in his backyard and he has concerns for his four children as well as his cattle and horses. He also states this would decrease the value of his property. Mr. Steffens also stated the City is paying too high of a price for this land.

Ted Dickey - 1744 Tipton Road - stated he is opposed to this project and that it would make two shooting ranges on the corners of his property. He states he already does not go home on nights that they are shooting at the Isaac Walton League due to the noise. Mr. Dickey also stated he believes this sale of property is unethical. and underhanded.

Tim Maxwell - 1444 N. Isett -stated he is opposed due to his family lives all around this location and he was unable to build on agriculture land due to the Corn Suitability rate and the same rules should apply for this land.

Todd Kraklio - 2505 155th St. - Stated he is concerned with the safety of his grandkids, pets and livestock. He states he bought this property for the peace and quiet it provided.

Fred Satterthwaite - 1624 N. Tipton Rd. - shared his concerns regarding noise

pollution and lead contamination.

Charlie Lewis - 112 VanHorne St. - stated he owns acreage adjacent to this property and they would be shooting into his property that is used by his kids and friends for camping. He also stated lead contamination lawsuits could be possible in the future. \

Kyle Shepperd - 1589 Isett - Stated her animals are scared by gunshot and her chickens will quit laying eggs due to the noise. She is opposed to having a bugle facility built on such a beautiful location.

Ed Lindel - 1692 Lindle Ave - stated the City needs to think about how many houses and livestock this will affect. States a less populated area needs to be located for the site of the shooting range.

Mike Marson - 2484 150th - stated his concerns regarding the water drainage and lead contamination, he stated the houses are too close to the range and it is not safe. Also feels it is too much money to spend for the facility.

City Councilmembers asked Chief Kies to come and speak on some of these issues. Mr. Kies addressed the residents and stated they are willing to work with the neighbors on this project. He states he is aware that the neighbors do not want it and that there would be strict procedures put in place and enforced for the facility.

Chief Kies stated that there would be a meeting at the County on Friday Sept 8 that would explain a lot more in detail the safety issues being put into place for the facility and encouraged the residents to attend.

There was discussion among City Councilmembers regarding the shooting range. Councilmember Froelich stated he would like to motion to table this discussion until the next Council meeting on Sept 14, 2023. There was a second by Councilmember Hopkins.

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

W. Review and Discussion of Proposed Amendment #2 to the Development Agreement with R. L. Fridley Theatres, Inc. and Fridley Properties, LLC

City Administrator Webb stated this item was just a discussion regarding a proposed amendment to the Development Agreement with R.L.Fridley Theatres. Ms.Webb stated Fridley is asking for a change in the percent of rebate they would receive in order to be able to incentivize the outlying properties for development. Ms. Webb stated the maximum amount of rebate would not change.

There were no questions from the Council and Ms. Webb stated it would be brought back for a vote at the Sept 14, 2023 meeting.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

Councilmember Froelich moved the meeting be adjourned at 07:30 PM.

Muscatine County Board of Supervisors
Monday, August 21, 2023

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

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

On a motion by Sorensen, second by Mather, the Board approved claims dated August 21, 2023 in the amount of \$597,155.19. Ayes: All.

Planning and Zoning Administrator Eric Furnas reviewed a request from Bill Tharpe, attorney for the Next Gen Subdivision owners, for an extension to file the final plat. On a motion by Sorensen, second by Chick, the Board approved Resolution #08-21-23-01 Granting Extension for filing the final plat of Next Gen Subdivision. Roll Call Vote: Ayes: All.

On a motion by Mather, second by Sorensen, the Board approved the minutes of the August 14, 2023 regular meeting. Ayes: All.

Correspondence:
None

Committee & Meeting Reports:

Sauer attended the River Bend Transit Board of Directors meeting on August 16, 2023. Sauer attended the River Bend Transit Board of Directors awards dinner on August 17, 2023.

Chick attended an Iowa Workforce Development meeting on August 15, 2023.

Chick, Mather and Sorensen attended a Housing Council presentation on August 18, 2023.

Lynn Pruitt from the Muscatine County Historic Preservation Commission reviewed the contract between Price Preservation Research and the Muscatine County Historic Preservation Commission in an amount not to exceed \$21,461.00 for consulting services for a survey of transportation development in Muscatine County, Iowa. Spark Consulting had previously been granted the contract; however, Pruitt stated Spark Consulting requested the contract be cancelled due to the consultant's health issues. Spark Consulting had recommended Price Preservation Research to take on the remainder of the contract. Having worked with Price Preservation Research before, Pruitt requested the board grant Price Preservation Research the remainder of the consulting contract.

On a motion by Sorensen, second by Kirchner, the Board approved the contract with Price Preservation Research in the amount of \$21,461.00. Ayes: All.

Administrative Services Director Nancy Schreiber informed the Board of a vacancy on the Muscatine County Historic Preservation Commission. Schreiber stated she will create an advertisement to fill that vacancy.

Jerry Carson, 2440 Edgewater Rd, asked the Board for an update on the possibility of fixing the 245th St bridge. Jim Barry, Muscatine County Attorney, stated he has been in contact with the appraiser every week and was told that the appraisal would be completed by the end of the week.

The meeting was adjourned at 9:09 A.M.

ATTEST:

Tibe Vander Linden
Muscatine County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, August 28, 2023

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

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

County Attorney, Jim Barry reviewed a service order agreement with Horizon Architecture for the Courthouse Roof Project. Barry stated the contractor for the Courthouse Roof Project has inspected the roof and the highest priority is the clock tower is leaking. Barry stated the bid proposal numbers will be updated to include the clock tower and gutter system repair with an intent to present the entire construction proposal to the Board for review. The service order agreement with Horizon Architecture engages Michael Nolan, AIA, Principal Horizon Architect to participate in the project process so that repairs are assessed and determined if necessary. The specialized service order agreement being presented states the Architect's scope of design services are not to exceed \$11,020. On a motion by Sorensen, second by Mather, the Board approved Service Order 23-003 Agreement with Horizon Architecture for the Courthouse Roof Project. Ayes. All.

Barry reviewed the proposed City of Muscatine and Muscatine County joint training facility and shooting range and a real estate purchase agreement which has been signed by the seller and if approved by both the City of Muscatine and Muscatine County, will be signed. The 20-acre real estate parcel has been determined as the best suited for the joint training facility/shooting range with proximity to town and on a hard surface road. Barry stated there were two properties reviewed before the final decision was made and negotiations were completed with the seller. Barry stated there are very limited areas in the county to consider as an appropriate location for this type of facility. Barry stated the City of Muscatine will consider the agreement at their meeting on September 7, 2023 and the Zoning Commission will hold a public hearing on September 8, 2023, with approval of both meetings contingent to the purchase of the real estate. The City of Muscatine requested Muscatine County approve the agreement before they take possible action on September 7, 2023. Barry stated in Section 23A of the Contingency Provisions there is a correction: to replace "Muscatine County Board of Adjustment" with "Muscatine Zoning Commission" so if the Board acts to approve the agreement, the correction should be made and initialized by the Chair. The real estate purchase price for the 20 acre property is stated as \$21,000 per acre (with the acreage to be determined by the property survey). Planning and Zoning Administrator Eric Furnas stated the county does not have a zoning ordinance for this type of facility however the Iowa Code states any land used as a training facility requires the zoning commission to hold a public hearing. Furnas stated a full packet will be available for the public hearing to be held on September 8, 2023 at 10:00 A.M. Sheriff Quinn Riess stated various in service trainings can be held at the facility and the ability to train and certify will benefit the department as arrangements for out of town training is difficult to schedule.

Ted Dickey, 1701 Tipton Road, stated he owns property on 170th Street near the proposed facility. Dickey stated his concerns as there is an Isaac Walton shooting range within one-half mile of the property being considered. Dickey stated the current shooting range meets three to four times per week. Dickey stated he supports the law enforcement officers need a facility for training however

an additional shooting range in the area he feels is not appropriate. Dickey asked if the wild life in the wooded area behind the proposed property has been considered. Dickey stated he is in favor of an indoor shooting range.

Dave Reed, 2460 155th Street, stated he lives near the Isaac Walton shooting range and initially he was told their range would be used once per week but it has grown to three to four times per week, so whatever is proposed for the new facility will likely be more than first presented. Reed stated the shooting noise travels and another location in the county should be considered.

Dee Ann Reed, 2460 155th Street, stated her concerns with the shooting range noise and the possibility of additional agencies using the facility. Sheriff Quinn Riess stated the range primarily would be used by Muscatine County, City of Muscatine, West Liberty and Wilton law enforcement officers. Riess stated the facility will also be used for in service trainings that do not involve shooting. Reed asked how many times per year the shooting range will be used. Riess stated the Sheriff Department will use the shooting range approximately 12-15 times per year. Reed stated her concerns with the distance the shooting noise travels. Reed commented if the Board and City of Muscatine approve and sign the agreement, if at the public hearing would they listen to the public concerns that may be presented.

Ted Dickey stated the Board already approved \$1,000,000 toward the facility project in a prior meeting. Dee Ann Reed stated her concerns with what she considers a high purchase price of \$21,000 per acre. Reed asked if there was a lower cost option considered and asked why the proposed facility location was not made available to the public earlier.

Dave Reed stated the facility may lower their real estate value. Mather stated Iowa Code allows for closed sessions when considering real estate purchases and it is not an intent to keep the information from the public. Dee Ann Reed questioned if the lighting will be on 24 hours per day/ 7 days a week and if the officers will be allowed to train on their own. Riess stated the facility may have security lights however it will not have 24-hour lighting. Riess stated night training will be held in the fall when sunset is early and stated officers may be allowed to use the facility on their own time. The Board stated the process to search for suitable properties started nearly two years ago with hiring a consultant.

Chad Holladay, 1571 N. Isett Avenue, stated his concern with possible shooting allowed up to 12 hours per day as he already deals with the Isaac Walton shooting range noise. Holladay stated he is a current sponsor of the Wilton trap team and supports law enforcement. Holladay requested the Board research more property locations.

Dickey asked the Board if the prior law enforcement shooting ranges could be improved to include viable facility option. The Board stated they are unable to improve the prior ranges as purchasing property in another county and/or improving private property for this use is not allowed.

Todd Kraklio, 2505 155th Street, stated his land is adjacent with the proposed property for the facility. Kraklio stated he has owned his property for 15 years and has listened to the current shooting range noise. Kraklio stated he believes his property being adjacent puts him at stake as his tiling is tied into the proposed property tiling.

Kraklio stated his concerns with the Nature Conservancy property located nearby as the ground water is in danger of lead where ducks, geese and the Illinois mud turtle (an endangered species) have their habitat. Kraklio stated the public access to the Nature Conservancy is on his property by using his driveway by foot traffic only. Kraklio stated his grandchildren will live within 20 acres of the shooting range. Kraklio stated he supports law enforcement but requested the facility be placed at a different location instead of on prime farm ground. Kraklio stated he will attend the public hearing and will have a prepared statement. Kraklio stated Charlie Lewis is a neighbor who owns property with an intent to build a house and stated his concerns as to whether zoning could deny Lewis a permit to build a house if the facility is nearby. Furnas stated whether the facility is approved or not, there is no guarantee of a permit to build a home being accepted, as the area is zoned A-1 Agricultural. Mather questioned if hunting is allowed on the Nature Conservancy. Chick stated it is very limited hunting and only with requests.

Carla Clevenger, 2516 150th Street, stated she lives next to the Nature Conservancy. Clevenger stated her concerns with no berm on the property and that livestock may get out and wander during the shooting times. Riess stated a berm will be built on the property.

Chick asked if the Board could table this agreement until more research is conducted. The Board discussion was to proceed with the possible action to approve and the public hearing scheduled for the Zoning Commission. Dee Ann Reed asked if the public hearing packet will be made available prior to the hearing. Administrative Services Director Nancy Schreiber stated the draft purchase agreement is currently available on the county website as part of the Board of Supervisors agenda packet for today's meeting.

On a motion by Sorensen, second by Kirchner, the Board approved a real estate purchase agreement with J & S Deahr Farms, LLC, subject to approval by the Muscatine City Council and execution of a 28E agreement between the City of Muscatine and Muscatine County. Ayes: 4-0. Mather abstained due to client conflict.

On a motion by Mather, second by Sorensen, the Board approved the minutes of the August 21, 2023 regular meeting. Ayes: All.

Correspondence:

All Supervisors received an email from a resident who had concerns with a hog confinement that was recently discussed and approved.

All Supervisors received an email from West Liberty City Clerk, Lee Gertz, regarding a notice of voluntary annexation of four acres west of West Liberty.

Sorensen received an email from Aaron Steffens, Moscow, Iowa with opposition to the proposed training facility and shooting range.

Sauer received a text message from a citizen with questions regarding the shooting range.

Committee & Meeting Reports:

Sorensen attended an Eastern Iowa Mental Health Board meeting on August 21, 2023.

Sorensen and Sauer attended a Bi-State Regional Planning Commission meeting on August 23, 2023.

Sauer attended a Muscatine County Conservation Board meeting on August 21, 2023.

Chick attended Mississippi Valley Workforce Area Board meeting on August 21, 2023.
Kirchner attended a workshop held by the Lower Cedar Watershed Management Authority on August 22, 2023.

Kirchner attended a Muscatine County Fair Board meeting on August 24, 2023.

Mather attended the Battle for the Liberty Rodeo at the Muscatine County fairgrounds on August 26, 2023.

Kirchner announced the last sprint car race for the season will be held at the West Liberty raceway on September 2, 2023.

County Auditor Tibe Vander Linden presented a job description for a position named as Administrative/Elections Clerk which will replace the current 2nd Deputy position. A new 2nd Deputy Auditor will be named from a currently held position. On a motion by Sorensen, second by Chick, the Board approved an Administrative/Elections Clerk position for the Auditor's office with the class specification of Grade 8. Ayes: All.

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

Jerry Carson, 2440 Edgewater Road, asked the Board for an update on the possibility of fixing the 245th Street bridge. Administrative Services Director Nancy Schreiber stated the last correspondence received indicated the committee will receive the appraisal this week and if received, it will be discussed at the September 11, 2023 board meeting.

The meeting was adjourned at 10:12 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2023-0457

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Approving the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Downtown Revitalization Project - Public Hearing A

EXECUTIVE SUMMARY

Presented for Council's consideration is a resolution approving the plans, specifications, form of contract, and cost estimate for the Downtown Revitalization Project (DTR). A public hearing has been conducted and the Council must adopt a resolution approving the proposed project. The estimated cost of construction is \$1,157,000 and the bid opening will be October 11 at 11:00 a.m. in City Hall.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution.

BACKGROUND/DISCUSSION

Staff is requesting the Council adopt a resolution approving the plans, specifications, form of contract, and cost estimate for the Downtown Revitalization Project (DTR). The estimated cost of construction is \$1,157,000 and will be funded with Community Development Block Grant (CDBG) funds made available by the Iowa Economic Development Authority, Tax Increment Financing and property owner resources.

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 then covid started and the program was not implemented. During this delay, staff became aware of the DTR program and it was determined the best use of the resources would be to leverage them to pursue a grant.

Staff sent letters to each downtown property owner to evaluate interest in a façade project. Based on responses, staff mapped the potential properties to determine the areas with the most contiguous interest and where a façade project would have the most impact and meet the DTR guidelines. Ultimately, the north side of the 200 block of East 2nd Street was selected. Simultaneously, a request for qualifications was sent to architectural firms to prepare the preliminary designs required to submit the grant. Martin Gardner Architecture was selected and a contract for services was entered in August 2021. Bi-State Regional Planning Commission was then contacted about preparing the application.

All property owners in the target block were invited to an orientation meeting in May 2022 which was followed 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 for a DTR grant that would address 11 properties on the target block and included a commitment of \$250,000 in tax increment financing as match. At the March 16 meeting of City Council, a grant award of \$650,000 was accepted and a contract with Martin Gardner Architecture, P.C. for design services was approved.

Martin Gardner has completed the design and developed a cost estimate for the project. Prior to letting the project for bid, the council must approve the plans, specifications, form of contract and cost estimate. If approved, the bid will be let on September 15, with a bid opening date of October 11.

CITY FINANCIAL IMPACT

There will be no impact to the general fund. Contract expenses will be paid with tax increment allocated to the downtown façade program.

ATTACHMENTS

1. Resolution Approve DTR Plans-Specs
2. NOTICE OF RECEIPT OF BIDS
3. 2023 DTR Plans -Specs
4. Contract Template

RESOLUTION NO. 2023-0457

**RESOLUTION APPROVING THE PLANS. SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR
THE 2023 DOWNTOWN REVITALIZATION PROJECT**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the proposed Downtown Revitalization (DTR) Project; and

WHEREAS, the City Council has previously accepted a grant for the purpose of implementing a DTR project in the 200 block of East 2nd Street as well as allocating other funds legally available for that purpose; and

WHEREAS, a public hearing on the plans, specifications, form of contract and cost estimate for the project was held.

NOW, THEREFORE, be it resolved by the Council that the plans, specifications, form of contract and cost estimate for the Downtown Revitalization Project are approved.

PASSED, APPROVED, AND ADOPTED THIS 14th DAY OF September, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST

Carol Webb, City Administrator

SECTION 001113

NOTICE OF LETTING OF BIDS FOR THE MUSCATINE DOWNTOWN FAÇADE REVITALIZATION PROJECT.

Notice is hereby given that the Owner, the City of Muscatine Iowa, invites contractors to submit bids for this project and that a public hearing will be held on the project.

Project Description: The proposed project consists of renovation to 11 existing downtown Muscatine storefront buildings as listed below, described in the construction documents, and generally includes selective demolition, door, window, and wall repair and replacement, painting, masonry renovation such as brick replacement, repointing, repair, and work associated with these items.

Bid Type:

One lump sum contract will be awarded at the appointed time and place.

Pre-Bid Conference: A pre-bid meeting for all General Contractors, Subcontractors, and Suppliers will be held at the Muscatine City Hall, 215 Sycamore Street, on September 28, 2023 at 11:00 AM local time. Following the meeting, the meeting will be continued at the project site, weather permitting.

Project Access: The exterior of the project site is open to inspection at any time. Interior inspection of the buildings can be made at the Pre-Bid Conference and is otherwise limited. Retail stores may be accessible when retail stores are open for business. Contractors should avoid interfering with store operations.

Documents: Plans and specifications governing construction of the proposed project have been prepared by Martin Gardner Architecture PC., Marion, Iowa as Architect. All materials and procedures shall be in strict accordance with said plans and specifications referred to and defining said proposed improvements and are hereby made a part of this Advertisement and of the proposed contract by reference, and that the contract shall be executed in compliance therewith.

Document Availability: Plans and specifications and proposed contract documents may be examined at the offices of the Architect, and other locations as outlined in the Construction Documents. Copies of the plans and specifications, form of contract and bid form may be obtained from Rapids Reproductions, 6015 Huntington Court NE, Cedar Rapids, IA 52402, (319) 364-2473. You may also access and request plans by visiting their online Plan Room on their website at www.RapidsRepro.com. Rapids Reproductions will issue plans to all Contractors. A maximum of two sets of Construction Documents will be provided to each General Contractor upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. All other Subcontractors and Suppliers may obtain one set of Construction Documents upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. A link to the drawings and specifications are also available at the architect's website www.MartinGardnerArch.com. Plans and specifications to be viewed are in Adobe .pdf format and may be downloaded and printed. Be aware that no warranty as to the compatibility of your computer software or hardware with the files provided is made. Variations between the printed files provided above by the Architect and these electronic files may exist. In the event that a conflict does exist, the printed documents issued by the Architect will take precedence over the downloaded files.

Bid Forms: All bids shall be on the forms provided in the specifications for project. The provided forms of proposal shall be submitted at the time required for bids. The following forms shall be submitted with the Form of Proposal at the time bids are due:

- "Form of Proposal for General Construction Unit Prices"

The following forms shall be submitted electronically from the apparent lowest qualified bidder to the Architect's office within 3 business days of the bid opening:

- "Form of Proposal Unit Prices Individual Buildings"
- "Intent to Comply with Section 3 Requirements"
- "Verification of Eligibility to Participate in a Federally Assisted Project"

Failure to submit this bid in the time requested may result in rejection of a Bid as non-responsive.

Bid Security: Each bid shall be accompanied by a bid bond, certified check, cashier's check or credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the bid. If bid bond is submitted, it must be on an approved AIA bid bond form. The certified check or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; certified share draft shall be drawn on a credit union chartered under the laws of the United States. Bid security should be made payable to the Owner as security that if awarded a contract the bidder will enter into a contract at the prices bid and furnish the required Contractor's Bonds, Certificate of Insurance, and other materials as may be required in the contract documents. The certified check, cashier's check, or certified share draft may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract and file acceptable Certificate of Insurance within ten (10) days after the acceptance of the proposal by the Owner. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Project Bonding: The successful bidder shall be required to furnish a Contractor's Performance and Labor and Material Payment Bond on an approved AIA form in an amount equal to one hundred percent (100%) of the contract price. The bonds are to be issued by responsible surety, approved by the Owner, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for and of all materials and protect and save harmless the Owner from all claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the work contracted for a period of one (1) year from the date of final acceptance of the improvements by the Owner.

Sales Tax: The said project is a tax exempt project. The Owner will issue exemption certificates from the Iowa Department of Revenue, as specified in the 701 Iowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials for the completion of the project.

Bid Filing: All bids must be filed at the Office of the City Clerk, Muscatine City Hall, located at 215 Sycamore Street, Muscatine, Iowa, on or before 11:00AM local time, October 11, 2023. Bids received after this time will not be accepted.

Bid Opening: Bids will be opened and publicly read aloud immediately after specified closing time.

Notice of Award of Contract: Notice is hereby given that the Muscatine City Council will meet in the designated Council Chambers, on October 19, 2023 at 6:00 PM local time, to receive and consider bids for said construction. Award of contract is subject to the requirements of the Iowa Economic Development Authority.

Progress Payments: Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such payments will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final Payment: Final payment to Contractor will be made no earlier than forty-five (45) days from and after final acceptance of work by the Owner, subject to the contract conditions and in accordance with the provisions of Iowa Code chapters 26 and 573.

Source of Funding: Payment of the cost of said project will be made in cash used for said purposes. The City of Muscatine has received a Community Development Block Grant that will be used for partial funding of the project.

Prevailing Wages: Pursuant to the requirements of that grant, Davis-Bacon wage rates are to be used on this project. Current wage rates were inserted in this specification and it is the Contractor's responsibility to make sure that they are using the most current rates at the time of bid opening. Wage rates should be reviewed prior to submitting a proposal the day of the bid opening.

Other Project Requirements: Also pursuant to that grant, this project is subject to the requirements of the National Park Service, Secretary of the Interior's Standards for the Treatment of Historic Properties and is subject to review by the Iowa State Historic Preservation Office (SHPO) and the Iowa Economic Development Authority.

Project Construction Schedule: The work under the contract shall commence on or before the date specified in the written 'Notice to Proceed' or in lieu of the notice to proceed, the execution of the contract for construction, and shall be Substantially Completed on or before October 30, 2024 and fully completed and ready for acceptance no later than November 29, 2024.

Liquidated Damages: None.

HUD Section 3 Language for Procurement Documents and Contracts:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 2, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2. The worker is employed by a Section 3 business concern; or
- 3. The worker is a YouthBuild participant

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities and to accept the lowest responsive and responsible bid.

Published upon order of the Muscatine City Council

Carol Webb
City Administrator

By _____

Attest: _____

Date: 04/09/2019	
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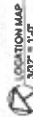
ARCHITECT:
MARTIN GARDNER ARCHITECTURE, P.C.
700 11TH STREET, SUITE 200
MARION, IOWA 52302
BETHANY JORDAN
BETHANYJ@MARTINGARDNERARCH.COM



W&G

700 11TH ST
SUITE 200
MASON, IOWA
52302

102 S. FREDERICK
AVE
SUITE #1
OELWEIN, IOWA
50662

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2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL FIRE CODE
2015 INTERNATIONAL MECHANICAL CODE WITH STATE ADJUSTMENTS
2015 INTERNATIONAL NEUTRAL CODE
2015 NATIONAL FIRE PROTECTION ASSOCIATION NFPA SAFETY CODE
2015 NATIONAL FIRE PROTECTION ACT
2015 LEEDS GREEN BUILDING CODE WITH STATE ADJUSTMENTS
2015 NATIONAL PLUMBING CODE WITH STATE ADJUSTMENTS

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- A. ALL SADDLERY WORK SHALL FOLLOW "PRESERVATION BRUSH 3" REPORTING MORTAR JOINTS IN 3 DAYS.
- B. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- C. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- D. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
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- K. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
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- M. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- N. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- O. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- P. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- Q. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- R. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- S. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- T. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- U. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- V. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- W. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- X. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- Y. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.
- Z. ALL SADDLERY JOINTS SHALL BE REPAIRED WITHIN 10 DAYS OF THE DATE OF THE REPORT.

TEMPERED GLAZING WHENEVER REQUIRED BY CODE
PROVIDE SCHEDS FOR ALL OPERABLE UNITS
WHEN WINDOWS ARE REPLACED, REPAINT ALL WINDOW TRIM CUSTOM COLOR TO BE
DETERMINED

1 PROVIDES NEW WIRING FOR ALL NEW LIGHT FIXTURES, CONCEAL WHERE POSSIBLE AND USE WIRE MOLDED ON EXISTING PLASTER, TIN CEILING, AND REBOARD THE INTO NEW SWITCH OR

[illegible]

3. ARCHITECTURAL

A100	203 E 2ND STREET
A101	205 E 2ND STREET
A102	207 E 2ND STREET
A103	209 E 2ND STREET
A104	211 E 2ND STREET
A105	213 E 2ND STREET
A106	215 E 2ND STREET
A107	217 E 2ND STREET
A108	219 E 2ND STREET
A109	221 E 2ND STREET
A110	223 E 2ND STREET
A111	225 E 2ND STREET
A300	DETAILS
A301	DETAILS

Kyle David Martin
 License number: 08708
 License expires: _____
 Dates: _____
 Dates issued: _____
 Pages or sheets covered by this seal: _____

203E DOOR AND FRAME SCHEDULE							
DOOR NO	DOOR				FRAME		COMMENTS
	WIDTH	HEIGHT	THICK	MATERIAL	GLAZING MATERIAL		
203E-1	3'-0"	8'-0"	1 3/4"	ALUMINUM	INSULATED ALUMINUM		
203E-2	3'-0"	8'-0"	1 3/4"	EXOTIC WOOD	EXOTIC WOOD		

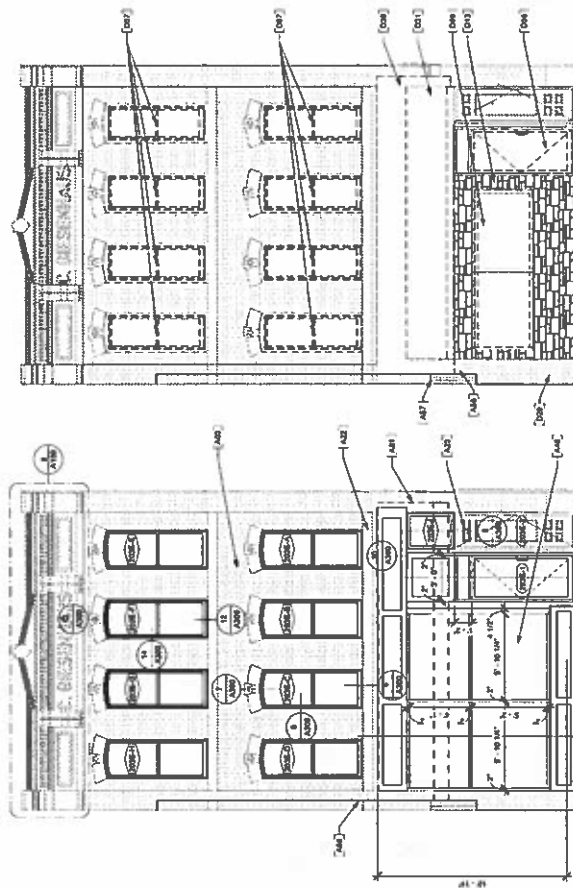
203E DOOR AND FRAME SCHEDULE

DOOR NO	DOOR				FRAME MATERIAL	COMMENTS
	WIDTH	HEIGHT	THICK	MATERIAL		
2035-1	3' 0"	7' 0"	1 3/4"	ALUMINUM	ALUMINUM	
2035-2	3' 0"	7' 0"	1 3/4"	ALUMINUM	EXTERIOR	

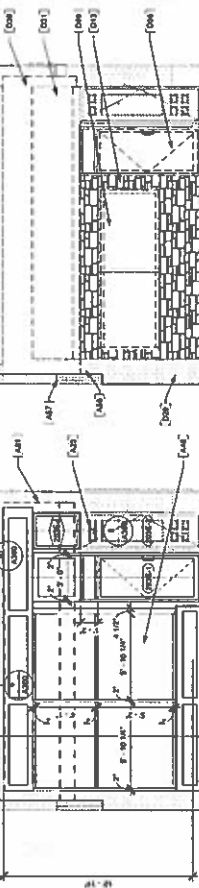
203E DOOR AND FRAME SCHEDULE

DOOR NO	DOOR				FRAME MATERIAL	COMMENTS
	WIDTH	HEIGHT	THICK	MATERIAL		
2035-1	3' 0"	7' 0"	1 3/4"	ALUMINUM	ALUMINUM	
2035-2	3' 0"	7' 0"	1 3/4"	ALUMINUM	EXTERIOR	

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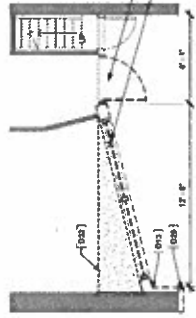
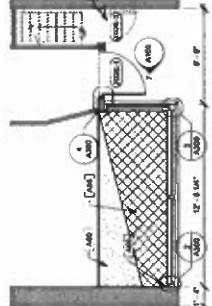


EXTENSION ELEVATION - COLOUR SCHEME
19.11.2011 - 11.12.2011



6 EXTERIOR ELEVATION - NEW
A108 $1/8" = 1'-0"$

5 EXTERIOR ELEVATION - DEMOLITION
1/4" = 1'-0"



2 MAIN FLOOR PLAN - NEW
ASPP 1/4" = 1'-0"

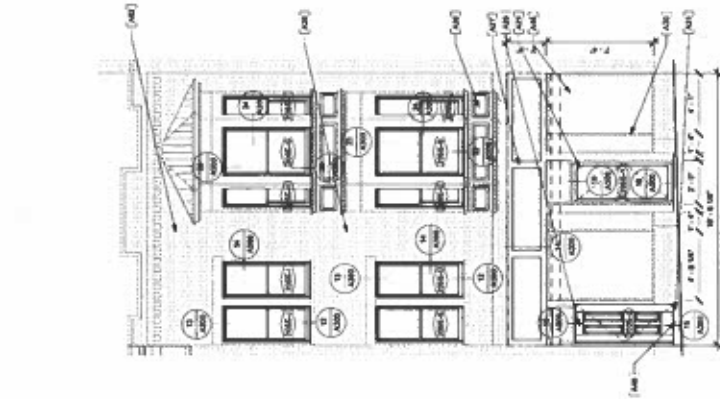
3 MAIN FLOOR REFLECTED CEILING PLAN - DEMOLITION
1/4" = 1'-0"

1 MAIN FLOOR PLAN - DEMOLITION
A100 1/4" = 1'-0"

205E WINDOW SCHEDULE				
MARK	WIDTH	HEIGHT	MATERIAL	TYPE
W101-A	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-B	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-C	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-D	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-E	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-F	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-G	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-H	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-I	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-J	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-K	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-L	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-M	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-N	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-O	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-P	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-Q	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-R	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-S	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-T	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-U	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-V	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-W	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-X	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-Y	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME
W101-Z	3'-0"	6'-0"	CLAS WOOD	BRICK FRAME

205E DOOR AND FRAME SCHEDULE				
DOOR	WIDTH	HEIGHT	THICK	FRAME
D101	3'-0"	6'-0"	1 1/2"	ALUMINUM
D102	3'-0"	6'-0"	1 1/2"	ALUMINUM
D103	3'-0"	6'-0"	1 1/2"	ALUMINUM
D104	3'-0"	6'-0"	1 1/2"	ALUMINUM
D105	3'-0"	6'-0"	1 1/2"	ALUMINUM
D106	3'-0"	6'-0"	1 1/2"	ALUMINUM
D107	3'-0"	6'-0"	1 1/2"	ALUMINUM
D108	3'-0"	6'-0"	1 1/2"	ALUMINUM
D109	3'-0"	6'-0"	1 1/2"	ALUMINUM
D110	3'-0"	6'-0"	1 1/2"	ALUMINUM
D111	3'-0"	6'-0"	1 1/2"	ALUMINUM
D112	3'-0"	6'-0"	1 1/2"	ALUMINUM
D113	3'-0"	6'-0"	1 1/2"	ALUMINUM
D114	3'-0"	6'-0"	1 1/2"	ALUMINUM
D115	3'-0"	6'-0"	1 1/2"	ALUMINUM
D116	3'-0"	6'-0"	1 1/2"	ALUMINUM
D117	3'-0"	6'-0"	1 1/2"	ALUMINUM
D118	3'-0"	6'-0"	1 1/2"	ALUMINUM
D119	3'-0"	6'-0"	1 1/2"	ALUMINUM
D120	3'-0"	6'-0"	1 1/2"	ALUMINUM

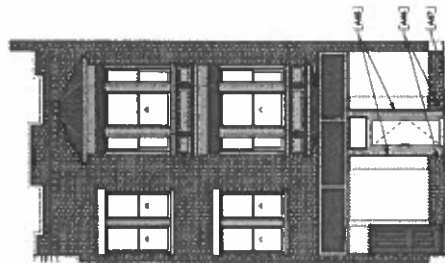
KEYNOTE LEGEND	
101	NEW ALUMINUM DOOR (SEE SCHEDULE)
102	REPAIR / PAINT IN NEW COLOR SCHEME
103	REPAIR / PAINT IN NEW COLOR SCHEME
104	REPAIR / PAINT IN NEW COLOR SCHEME
105	REPAIR / PAINT IN NEW COLOR SCHEME
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197	REPAIR / PAINT IN NEW COLOR SCHEME
198	REPAIR / PAINT IN NEW COLOR SCHEME
199	REPAIR / PAINT IN NEW COLOR SCHEME
200	REPAIR / PAINT IN NEW COLOR SCHEME



1. EXTERIOR ELEVATION - NEW
1/8" = 1'-0"

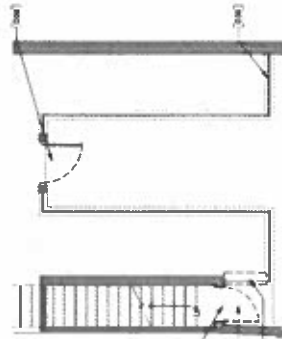
4. EXTERIOR ELEVATION - NEW
1/8" = 1'-0"

3. EXTERIOR ELEVATION - DEMOLITION
1/8" = 1'-0"

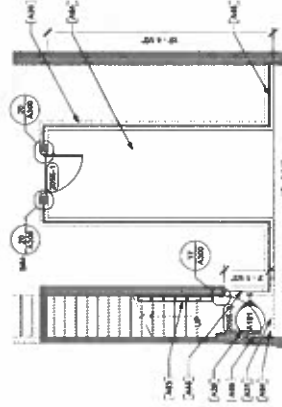


EXTERIOR ELEVATION - COLOR SCHEME
1/8" = 1'-0"

EXTERIOR PAINT LEGEND	
P1-1	BEHIND WALLS - REDD BAY 100
P1-2	BEHIND WALLS - BEHIND BLUE 100
P1-3	BEHIND WALLS - PURE WHITE 100
P1-4	BEHIND WALLS - RED TIGER 100



1. MAIN FLOOR PLAN - DEMOLITION
1/8" = 1'-0"



2. MAIN FLOOR PLAN - NEW
1/8" = 1'-0"

209E DOOR AND FRAME SCHEDULE					
NO.	DOOR	WIDTH	HEIGHT	THICK.	FRAME
209E-1	2'-0" x 7'-0"	2'-0"	7'-0"	1 3/4"	ALUMINUM
209E-2	2'-0" x 7'-0"	2'-0"	7'-0"	1 3/4"	ALUMINUM

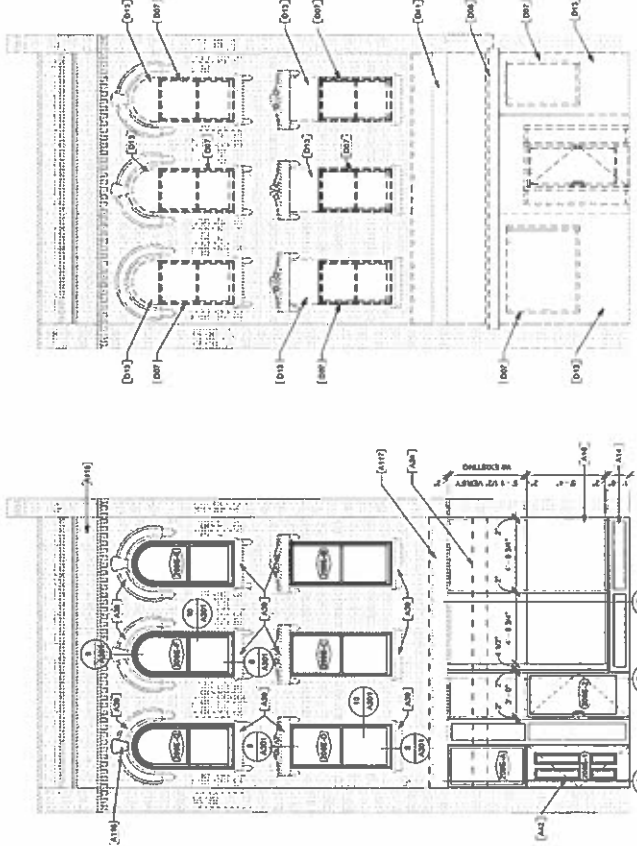
KEYNOTE LEGEND

A104	NEW BRICK CLAY PAVEMENT
A105	NEW BRICK CLAY PAVEMENT
A106	NEW BRICK CLAY PAVEMENT
A107	NEW BRICK CLAY PAVEMENT
A108	NEW BRICK CLAY PAVEMENT
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A199	NEW BRICK CLAY PAVEMENT
A200	NEW BRICK CLAY PAVEMENT

209E WINDOW SCHEDULE					
MARK	WIDTH	HEIGHT	MATERIAL	TYPE	GLAZING
209E-1	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-2	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-3	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-4	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-5	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-6	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-7	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-8	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-9	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-10	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-11	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-12	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-13	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-14	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-15	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-16	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-17	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-18	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-19	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED
209E-20	2'-0"	7'-0"	CLAD WOOD	INSULATED	INSULATED

EXTERIOR PAINT LEGEND	
PT-1	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-2	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-3	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-4	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-5	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-6	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-7	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-8	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-9	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-10	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-11	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-12	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-13	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-14	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-15	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-16	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-17	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-18	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-19	SEMI-GLAZED VOLUME - BROWN ON TOP
PT-20	SEMI-GLAZED VOLUME - BROWN ON TOP

GENERAL DOOR AND FRAME NOTES:
 1. REPAIR EXISTING DOOR AND FRAME, SEE SPEC. EXTERIOR AS SHOWN ON COLOR SCHEME, INTERIOR CUSTOM COLOR.

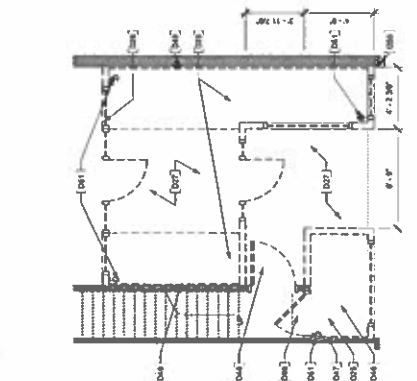
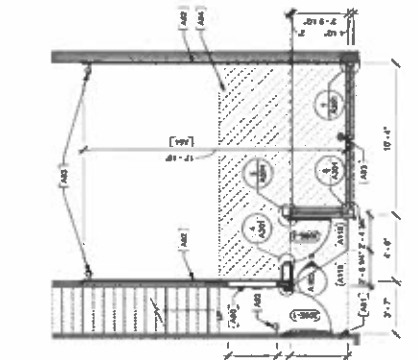
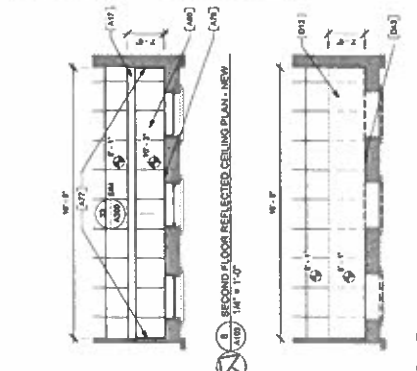
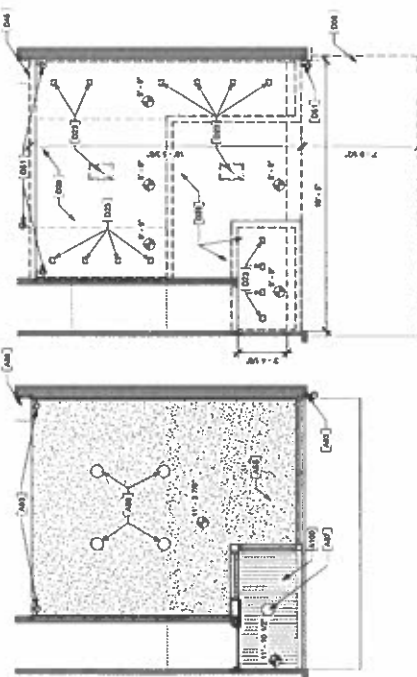


7. EXTERIOR ELEVATION - DEMOLITION
 1/4" = 1'-0"

8. EXTERIOR ELEVATION - NEW
 1/4" = 1'-0"

9. EXTERIOR ELEVATION - NEW
 1/4" = 1'-0"

10. EXTERIOR ELEVATION - COLOR SCHEME
 1/4" = 1'-0"



11. MAIN FLOOR REFLECTED CEILING PLAN - NEW
 1/4" = 1'-0"

12. MAIN FLOOR REFLECTED CEILING PLAN - NEW
 1/4" = 1'-0"

13. MAIN FLOOR REFLECTED CEILING PLAN - DEMOLITION
 1/4" = 1'-0"

14. MAIN FLOOR PLAN - NEW
 1/4" = 1'-0"

15. MAIN FLOOR PLAN - DEMOLITION
 1/4" = 1'-0"

209 E 2ND STREET

A103

1216101

CITY OF MUSCATINE
 MUSCATINE DOWNTOWN FACADE REVITALIZATION

MGA
 MARTIN GARDNER
 ARCHITECTURE
 © 2023

700 11TH ST
 SUITE 200
 MADISON, IOWA
 53703
 (608) 377-7004

102 S. FREDERICK
 AVE
 SUITE 100
 OREGON, IOWA
 50602

DATE	10/24/2017
BY	WJH
CHECKED	WJH
DATE	

MUSCATINE DOWNTOWN FACADE REVITALIZATION

MGA
MARLIN GARDNER
ARCHITECTURE
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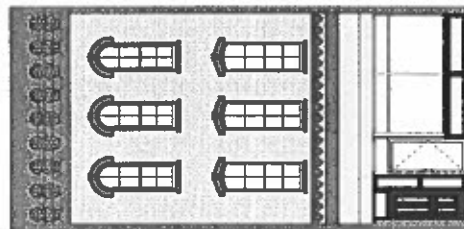
700 11TH ST
SARASOTA, FL 34236
HANNON, IOWA
52302
(319) 377-7604
102 S. AINSWORTH
SUITE #1
OAKVILLE, IOWA
50601

A104

12/16/101

211E WINDOW SCHEDULE						
MARK	R.O.		MATERIAL	TYPE	GLAZING	COMMENTS
	WIDTH	HEIGHT				
W1E-1	2'-0"	7'-0"	CLAD WOOD	SINGLE (14-0)	UNGLAZED	ARCH TOP
W1E-2	2'-0"	7'-0"	CLAD WOOD	SINGLE (14-0)	UNGLAZED	ARCH TOP
W1E-3	2'-0"	7'-0"	CLAD WOOD	SINGLE (14-0)	UNGLAZED	ARCH TOP
W1E-4	2'-0"	7'-0"	CLAD WOOD	SINGLE (14-0)	UNGLAZED	ARCH TOP
W1E-5	2'-0"	7'-0"	CLAD WOOD	SINGLE (14-0)	UNGLAZED	ARCH TOP
W1E-6	2'-0"	7'-0"	CLAD WOOD	SINGLE (14-0)	UNGLAZED	ARCH TOP

211E DOOR AND FRAME SCHEDULE				
DOOR NO.	WIDTH	HEIGHT	FRAME	COMMENTS
D1E-1	2'-0"	7'-0"	ALUMINUM	REPAIR EXISTING DOOR
D1E-2	2'-0"	7'-0"	ALUMINUM	REPAIR EXISTING DOOR
D1E-3	2'-0"	7'-0"	ALUMINUM	REPAIR EXISTING DOOR
D1E-4	2'-0"	7'-0"	ALUMINUM	REPAIR EXISTING DOOR
D1E-5	2'-0"	7'-0"	ALUMINUM	REPAIR EXISTING DOOR
D1E-6	2'-0"	7'-0"	ALUMINUM	REPAIR EXISTING DOOR



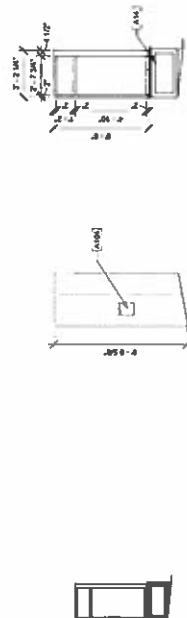
EXTERIOR ELEVATION - COLOR SCHEME

EXTERIOR PAINT LEGEND	
PT-1	SHERRILL VILLAGE - DARK GREY SW 7009
PT-2	SHERRILL VILLAGE - BLACK MACE SW 7002
PT-3	SHERRILL VILLAGE - WHITECAP SW 6010
PT-4	SHERRILL VILLAGE - BLUE GREEN SW 6017
PT-5	SHERRILL VILLAGE - PURE WHITE SW 7008

KEYNOTE LEGEND	
A1E	NEW FIBERGLASS WINDOW FRAME
A2E	NEW ALUMINUM WINDOW FRAME
A3E	NEW FIBERGLASS WINDOW FRAME
A4E	NEW FIBERGLASS WINDOW FRAME
A5E	NEW FIBERGLASS WINDOW FRAME
A6E	NEW FIBERGLASS WINDOW FRAME
A7E	NEW FIBERGLASS WINDOW FRAME
A8E	NEW FIBERGLASS WINDOW FRAME
A9E	NEW FIBERGLASS WINDOW FRAME
A10E	NEW FIBERGLASS WINDOW FRAME
A11E	NEW FIBERGLASS WINDOW FRAME
A12E	NEW FIBERGLASS WINDOW FRAME
A13E	NEW FIBERGLASS WINDOW FRAME
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A98E	NEW FIBERGLASS WINDOW FRAME
A99E	NEW FIBERGLASS WINDOW FRAME
A100E	NEW FIBERGLASS WINDOW FRAME

GENERAL DOOR AND FRAME NOTES:

- REPAIR EXISTING DOOR AND FRAME. SEE SPEC. EXTERIOR AS SHOWN ON COLOR SCHEME. INTERIOR CUSTOM COLOR.



EXTERIOR ELEVATION - COLOR SCHEME

211E AND STREET VEST ELEVATION - NEW

1/4" = 1'-0"

211E AND STREET VEST ELEVATION - NEW

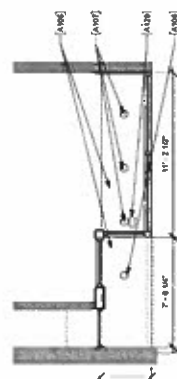
1/4" = 1'-0"

EXTERIOR ELEVATION - NEW

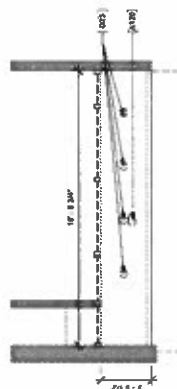
1/4" = 1'-0"

EXTERIOR ELEVATION - DEMOLITION

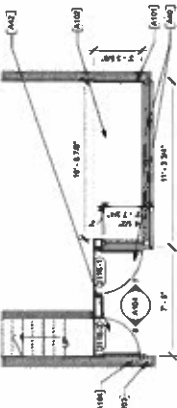
1/4" = 1'-0"



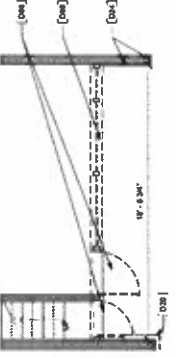
MAIN FLOOR REFLECTED CEILING PLAN - NEW



MAIN FLOOR REFLECTED CEILING PLAN - DEMOLITION



MAIN FLOOR PLAN - NEW



MAIN FLOOR PLAN - DEMOLITION

211 E 2ND STREET

A105
216101

217E DOOR AND FRAME SCHEDULE								
DOOR NO.	DOOR				FRAME			COMMENTS
	WIDTH	HEIGHT	THICK	MATERIAL	GLAZING MATERIAL	EXISTING	EXISTING	
217E-1	2'-4"	1'-0"	1 3/8"	EXISTING	EXISTING	EXISTING	EXISTING	1
217E-2	2'-0"	6'-0 3/4"	1 3/8"	EXISTING	EXISTING	EXISTING	EXISTING	

217E DOOR AND FRAME SCHEDULE

DOOR NO.	DOOR			GLAZING MATERIAL	FRAME MATERIAL	COMMENTS
	WIDTH	HEIGHT	THICK			
2178-1	2'-0"	6'-0"	1 3/4"	EXISTING	EXISTING	1
2178-2	2'-0"	6'-10 3/4"	1 3/4"	EXISTING	EXISTING	

GENERAL DOOR AND FRAME NOTES:

1. ADJACENT EXISTING DOOR AND FRAME, PER SPEC. EXTENSION AS SHOWN ON CO. OR F.O.D.S., INTERIOR CUSTOMER CO. OR

[illegible]

KEYNOTE LEGEND

[illegible]

EXTERIOR PAINT LEGEND

PT-9	SEVEN YELLOW - OCHRE SW 7000
PT-13	SEVEN YELLOW - LUTICAL SW 6410
PT-12	SEVEN YELLOW - BLUE OCHRE SW 6472
PT-18	SEVEN YELLOW - PLATINUM SW 7040

ENTREPRENEUR | FALL 2012

PY-9	BRENNEN VILLAGE - OCEAN DRIVE SW 7000
PY-12	BRENNEN VILLAGE - LYNTHICAL SW 6470
PY-12	BRENNEN VILLAGE - BLUE OAKSW SW 6472
PY-18	BRENNEN VILLAGE - PLASTIC RED SW 7465

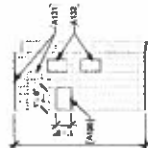


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WATERHOUS



WE PUT CORNER
TRIM PRICED TO BE
WATER-TIGHT

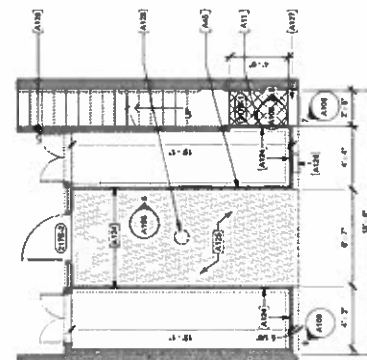
1. **REPLICATE (1) CONCRETE SUPPLYING PRICE**
 2. **WATER COSTING**



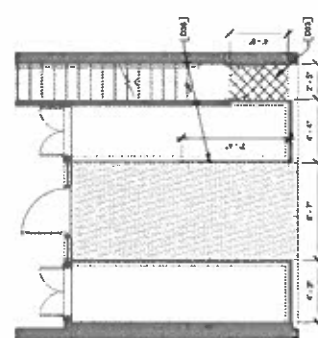
6 EXTERIOR ELEVATION - NEW
A108 / 1/4" = 1'-0"

4 EXTERIOR ELEVATION - NEW
A100 1/4" = 1'-0"

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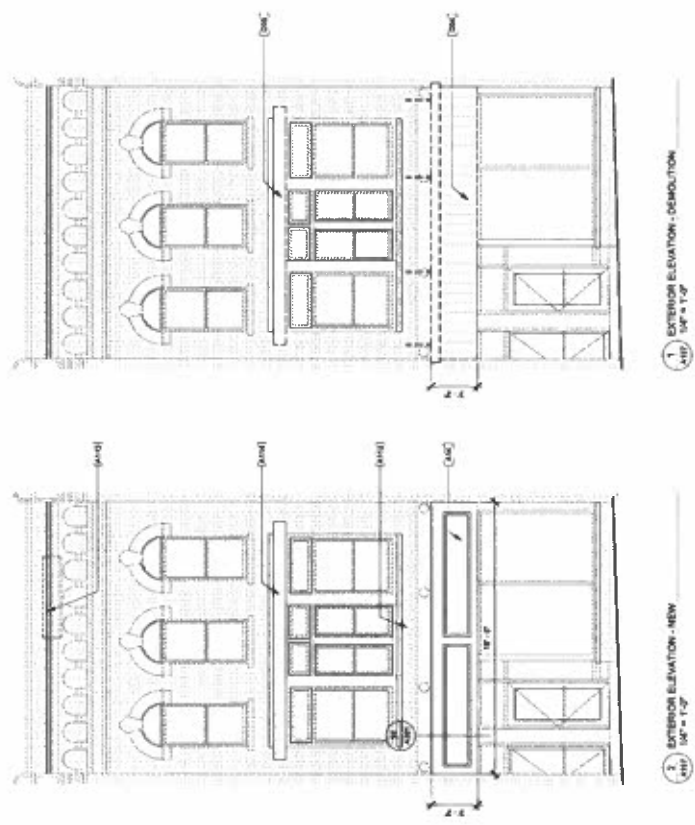


2
A100
MAIN FLOOR PLAN - NEW
1/4" = 1'-0"



1
A106
MAIN FLOOR PLAN - DEMOLITION
1/4" = 1'-0"

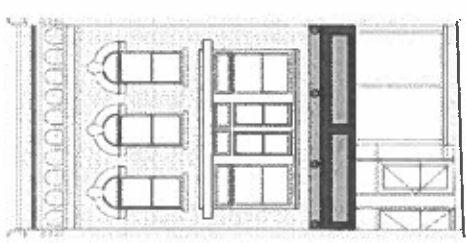
DATE	BY	REVISION



219 E 2ND STREET

KEYNOTE LEGEND

KEY	KEYNOTE	DESCRIPTION
KEY1	KEYNOTE	REMOVE EXISTING METAL
KEY2	KEYNOTE	REMOVE EXISTING METAL COVER
KEY3	KEYNOTE	REMOVE EXISTING METAL COVER
KEY4	KEYNOTE	REMOVE EXISTING METAL COVER
KEY5	KEYNOTE	REMOVE EXISTING METAL COVER
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KEY100	KEYNOTE	REMOVE EXISTING METAL COVER



EXTERIOR ELEVATION - COLOR SCHEME
3/16" = 1'-0"

EXTERIOR PAINT LEGEND

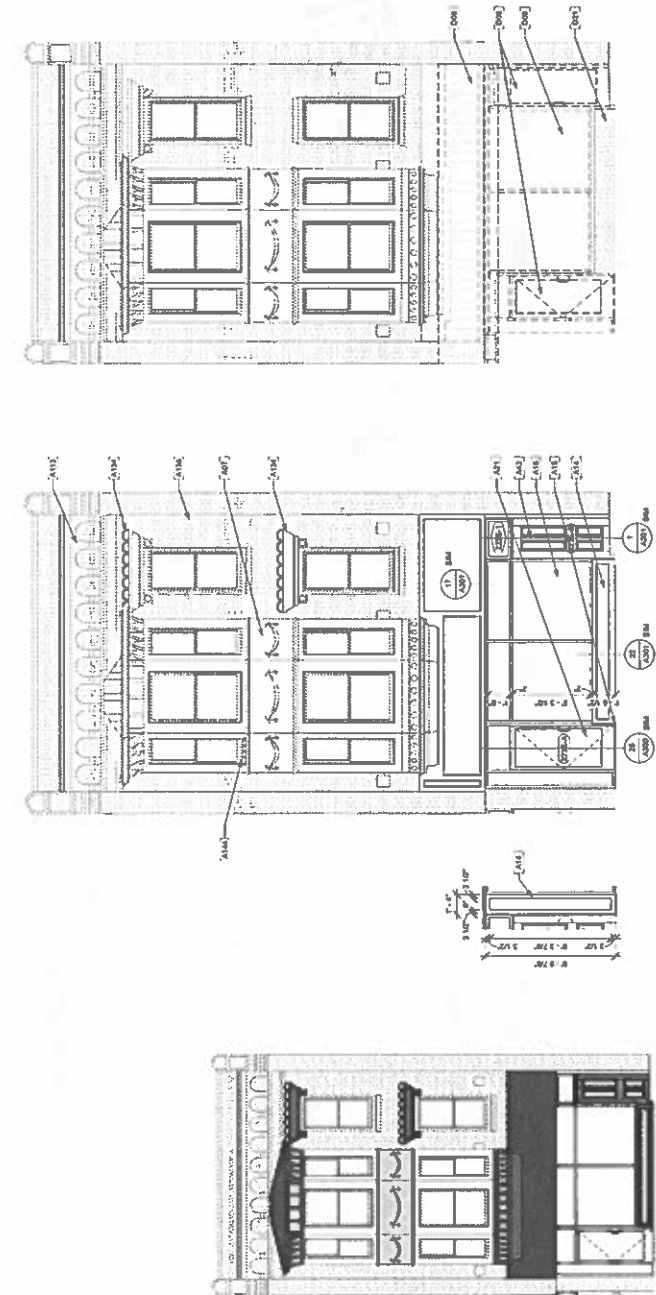
PT-1	Bedroom Yellow	Room One (Rt 700)
PT-2	Bedroom Yellow	Room Two (Rt 700)
PT-3	Custom Color Match	Bedroom Two (Rt 700)

223E WINDOW SCHEDULE				
MARK	E.O.	WIDTH	HEIGHT	COMMENTS
223E-1	2'-11 1/2"	1'-3 3/4"	6'-0"	QUARTER ROUND CORNER

223E DOOR AND FRAME SCHEDULE				
DOOR NO.	WIDTH	HEIGHT	THICK	COMMENTS
223E-1	2'-11 1/2"	6'-0"	1 3/4"	ALUMINUM
223E-2	2'-11 1/2"	6'-0"	1 3/4"	ALUMINUM

KEYNOTE LEGEND	
1	REMOVE EXISTING METAL PANELING AND REPAIR ON ONE WINDOW
2	NEW 1/2" TYP. FLOOR ON RAMP
3	NEW 1/2" TYP. FLOOR ON RAMP
4	NEW ALUMINUM DOOR AS SCHEDULED
5	NEW ALUMINUM DOOR AS SCHEDULED
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100	NEW ALUMINUM DOOR AS SCHEDULED

EXTERIOR PAINT LEGEND	
P1.1	BRICKWORK - BRICK
P1.2	BRICKWORK - BRICK
P1.3	BRICKWORK - BRICK
P1.4	BRICKWORK - BRICK
P1.5	BRICKWORK - BRICK
P1.6	BRICKWORK - BRICK
P1.7	BRICKWORK - BRICK
P1.8	BRICKWORK - BRICK
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P1.42	BRICKWORK - BRICK
P1.43	BRICKWORK - BRICK
P1.44	BRICKWORK - BRICK
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P1.97	BRICKWORK - BRICK
P1.98	BRICKWORK - BRICK
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P1.100	BRICKWORK - BRICK

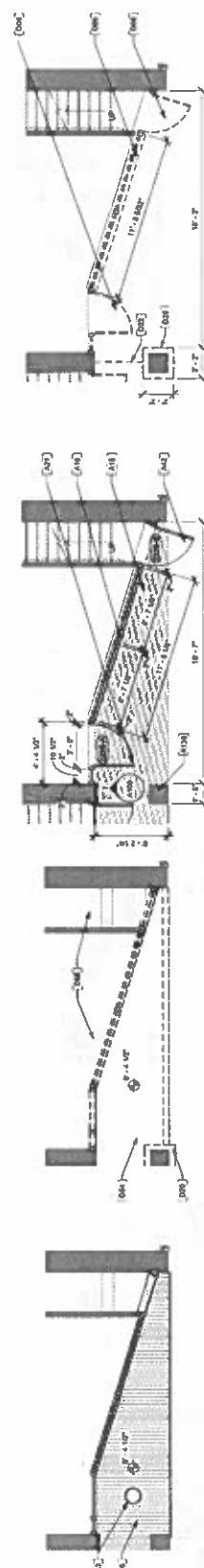


EXTERIOR ELEVATION - DEMOLITION
1/4" = 1'-0"

EXTERIOR ELEVATION - NEW
1/4" = 1'-0"

EXTERIOR ELEVATION - NEW
1/4" = 1'-0"

EXTERIOR ELEVATION - COLOR SCHEME
1/4" = 1'-0"



MAIN FLOOR PLAN - DEMOLITION
1/4" = 1'-0"

MAIN FLOOR PLAN - NEW
1/4" = 1'-0"

MAIN FLOOR - 223 E DEMO
1/4" = 1'-0"

MAIN FLOOR - 223 E NEW
1/4" = 1'-0"

225E WINDOW SCHEDULE

MARK	R.O.	WIDTH	HEIGHT	MATERIAL	TYPE	GLAZING	COMMENTS
225E-1	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-2	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-3	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-4	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-5	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-6	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-7	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-8	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-9	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS
225E-10	2-2	6'-0"	6'-0"	CLAD WOOD	DOUBLE HUNG	INSULATED	REMOVE MARK, ADD NEW GLASS

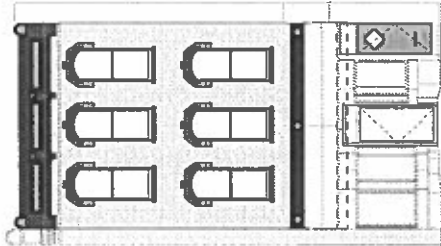
225E DOOR AND FRAME SCHEDULE

DOOR NO.	WIDTH	HEIGHT	THICK	MATERIAL	GLAZING	FRAME	COMMENTS
225E-1	2'-0"	7'-0"	1 1/2"	ALUMINUM	INSULATED	ALUMINUM	
225E-2	2'-0"	7'-0"	1 1/2"	ALUMINUM	INSULATED	ALUMINUM	

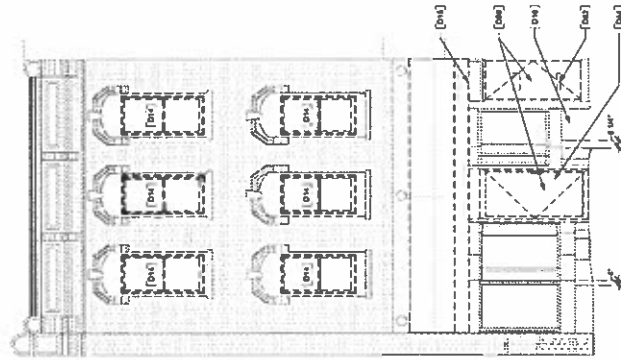
KEYNOTE LEGEND

A01	REPAIR OR REPLACE EXISTING MORTAR JOINTS WHERE LEGEND, ABRASE 30 SF INCLUSE 1/2" OF
A02	REPLACING SPALL/DAMAGED BRICK TO MATCH EXISTING
A03	REPAIR FRAMING IN NEW COLOR SCHEME
A04	NEW FRAMING IN NEW COLOR SCHEME
A05	REPLACE DAMAGED VINYL/CLAY PANELS TO MATCH EXISTING
A06	REPLACE DAMAGED VINYL/CLAY PANELS TO MATCH EXISTING
A07	NEW ALUMINUM ENTRY DOOR AND THRESHOLD
A08	NEW OFF-BRAND GLASS
A09	REPLACE EXISTING GLASS WITH NEW GLASS (EXCEPT BOTTOM FOR REPAIRS)
A10	REPLACE EXISTING GLASS WITH NEW GLASS (EXCEPT BOTTOM FOR REPAIRS)
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A99	REPLACE EXISTING GLASS WITH NEW GLASS (EXCEPT BOTTOM FOR REPAIRS)
A100	REPLACE EXISTING GLASS WITH NEW GLASS (EXCEPT BOTTOM FOR REPAIRS)

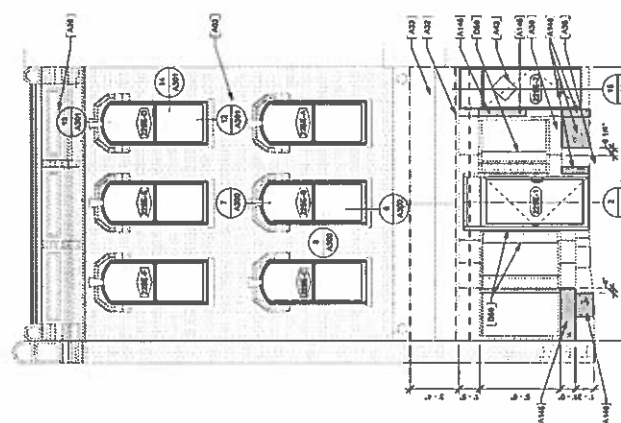
EXTERIOR PAINT LEGEND
PT-1: SHOWN WILLIAM - ROY ONE BY TWO
PT-2: SHOWN WILLIAM - ROY ONE BY TWO
PT-3: SHOWN WILLIAM - ROY ONE BY TWO
PT-4: SHOWN WILLIAM - ROY ONE BY TWO



EXTERIOR ELEVATION - COLOR SCHEME
3'10" = 1'-0"



EXTERIOR ELEVATION - DEMOLITION
1'10" = 1'-0"



EXTERIOR ELEVATION - NEW
1'10" = 1'-0"



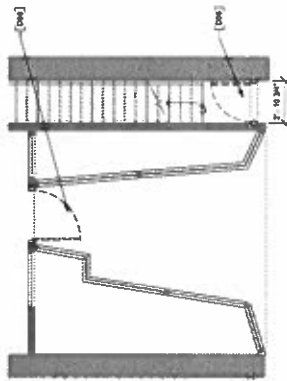
ENTRY ELEVATION
1'10" = 1'-0"



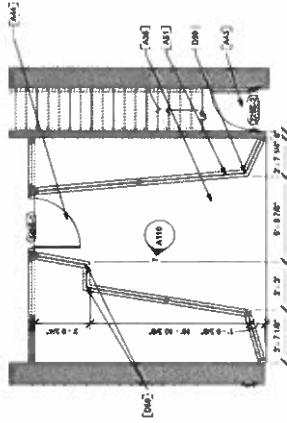
SECOND FLOOR REFLECTED CEILING PLAN - DEMOLITION
1'10" = 1'-0"



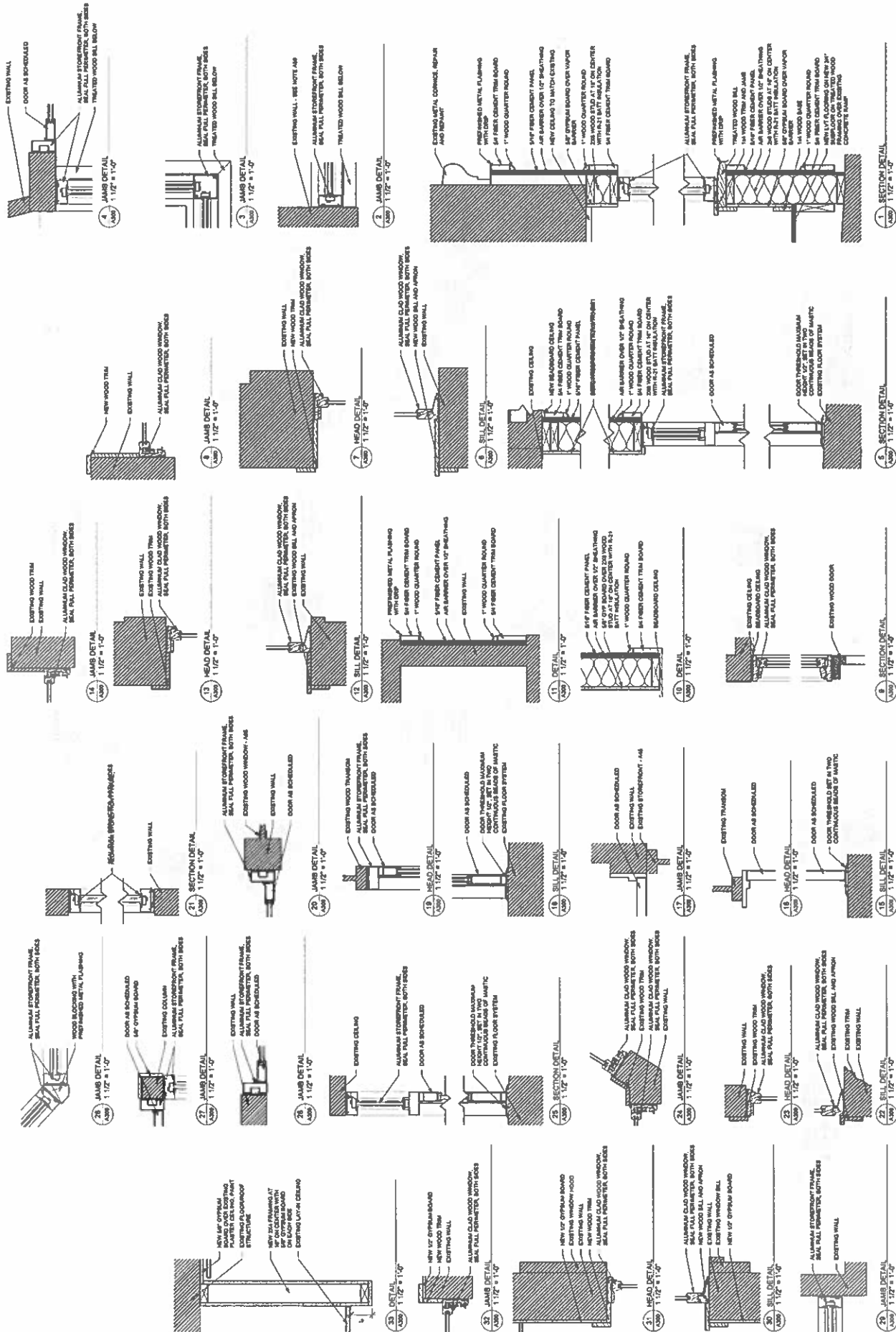
SECOND FLOOR REFLECTED CEILING PLAN - NEW
1'10" = 1'-0"



MAIN FLOOR PLAN - DEMOLITION
1'10" = 1'-0"



MAIN FLOOR PLAN - NEW
1'10" = 1'-0"



LIGHTING LEGEND

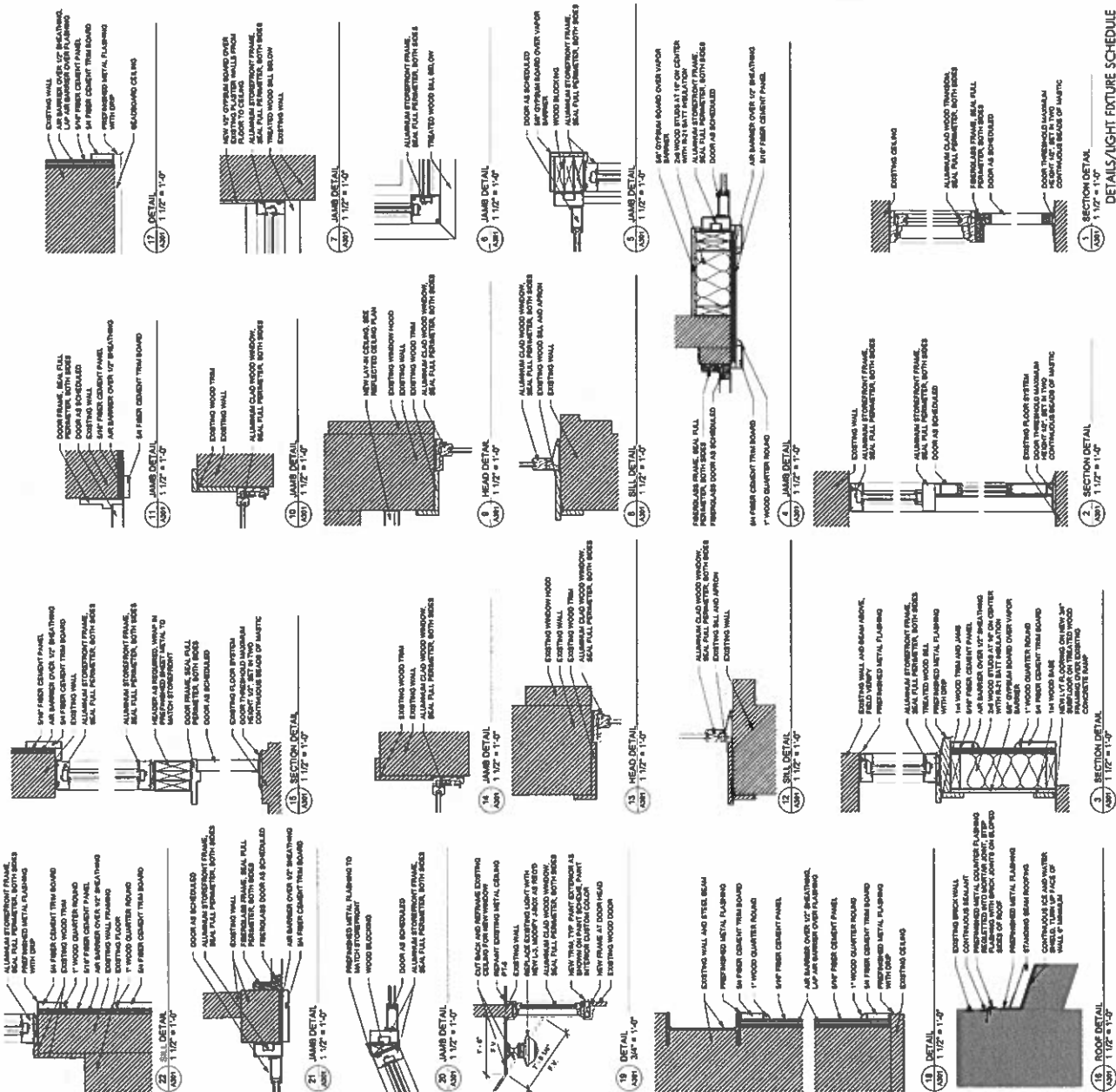
ITEM NUMBER	DESCRIPTION
1-1	RECEIVER
1-2	RECEIVER
1-3	RECEIVER
1-4	RECEIVER
1-5	RECEIVER

MUSCATINE DOWNTOWN FACADE REVITALIZATION

CITY OF MUSCATINE
MARTIN GARDNER ARCHITECTURE
© 2013

700 11TH ST
SUITE 200
AMARON, IOWA
52207
(319) 377-8664
107 S. PINE
SUITE #1
AMARON, IOWA
52006

A301
1216101



DETAILS/LIGHT FIXTURE SCHEDULE

SECTION DETAIL
1/2\"/>

SECTION DETAIL
1/2\"/>

SECTION DETAIL
1/2\"/>

ROOF DETAIL
1/2\"/>

ANAMOSA FAÇADE IMPROVEMENTS
Preliminary Opinion of Costs

Summary of Construction Costs

Building	Total Individual Building Construction Costs		Percentage of Individual Building Construction Cost to Total Cost		Fees by Percentage of Construction Costs (Covered by City)		Total Construction & Fees Costs		Percentage of Individual Building Adjusted Cost to Total Adjusted Cost		CBDG Contribution		City Contribution Over Fee Amount		City Fee Contribution		Building Owner Percentage of Cost		Owner Work Not Covered By Program					
	Cost	Percentage	Cost	Percentage	Cost	Percentage	Cost	Percentage	Project Cost	Adjusted Cost	Contribution	Over Fee	Contribution	Amount	Contribution	Owner	Percentage	Cost	By Program					
3 201 E - GEOORINE PIZZA	\$118,729	10.1%	\$133,486	10.1%	\$18,757	13.55%	\$133,486	13.55%	\$133,486	10.1%	\$5,866	8.5%	\$18,757	10.1%	\$16,757	42,287	36							
4 205 E - BETTANY HILLARD SCHOOL OF DANCE	\$156,080	13.55%	\$178,486	13.55%	\$22,407	12.57%	\$178,486	12.57%	\$178,486	13.55%	\$8,071	11.47%	\$22,407	13.57%	\$22,407	56,542	32							
5 207 E - MUSCATINE COMPUTER STORE	\$81,358	6.9%	\$91,894	6.9%	\$11,536	6.89%	\$91,894	6.89%	\$91,894	6.9%	\$5,343	5.94%	\$11,536	6.91%	\$11,536	29,111	32							
6 209 E - MUSCATINE DOWNTOWN LAUNDRY	\$148,132	12.22%	\$160,935	12.22%	\$20,203	12.22%	\$160,935	12.22%	\$160,935	12.22%	\$7,911	10.33%	\$20,203	12.23%	\$20,203	50,982	32							
7 211 E - RASTA HIGH SCHOOL SHOE	\$108,700	9.52%	\$125,446	9.52%	\$15,748	9.52%	\$125,446	9.52%	\$125,446	9.52%	\$1,000	8.05%	\$15,748	9.52%	\$15,748	39,740	32							
8 215 E - PEARL CITY MEDIA	\$55,316	4.80%	\$63,257	4.80%	\$7,941	4.80%	\$63,257	4.80%	\$63,257	4.80%	\$1,213	4.06%	\$7,941	4.81%	\$7,941	20,039	32							
9 217 E - LUV LEO APPAREL	\$196,655	17.07%	\$224,887	17.07%	\$28,232	17.07%	\$224,887	17.07%	\$224,887	17.07%	\$10,966	14.44%	\$28,232	17.07%	\$28,232	71,241	32							
10 218 E - HAMMER & WEDGE	\$26,374	2.33%	\$30,160	2.33%	\$3,786	2.33%	\$30,160	2.33%	\$30,160	2.33%	\$4,882	1.83%	\$3,786	1.83%	\$3,786	9,554	32							
11 221 E - TINY TONES ENTERTAINMENT	\$88,917	7.72%	\$101,682	7.72%	\$12,765	7.72%	\$101,682	7.72%	\$101,682	7.72%	\$5,173	6.53%	\$12,765	7.72%	\$12,765	32,212	32							
12 223 E - TINY TONES ENTERTAINMENT	\$84,190	7.31%	\$96,276	7.31%	\$12,086	7.31%	\$96,276	7.31%	\$96,276	7.31%	\$7,506	6.18%	\$12,086	7.31%	\$12,086	30,499	32							
13 225 E - FLIPPED OUT FURNITURE	\$96,883	8.41%	\$111,792	8.41%	\$11,908	8.41%	\$111,792	8.41%	\$111,792	8.41%	\$4,668	7.11%	\$11,908	8.41%	\$11,908	35,097	32							
Column Totals	1,151,934		1,317,304		165,370		1,317,304		1,317,304		650,000		165,370		165,370	417,304								
Total City Contribution										150,000														
Total Project Fees (Calculated on Separate Worksheet)										1,317,304														
TOTAL PROJECT COST										1,317,304														

Statements of probable construction cost prepared by Martin Gardner Architecture represents our best judgments as design professionals familiar with the construction industry. However, neither Martin Gardner Architecture nor the Owner has control over the cost of labor, materials or equipment, over the contractor's

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 28th day of March in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Independence Facades phase 1

Addresses under this scope of work –

The improvements that are to be carried out are to be in strict accordance with the associated plans and specifications that have been prepared for this project, the State Historic Preservation Office (SHPO), Iowa Green Streets, and miscellaneous appurtenant work usually associated with a façade improvement project.

The Architect:
(Name, legal status, address and other information)

Quinn Architecture & Design PC

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1817794386)

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: August 1st 2023

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☒ Stipulated Sum, in accordance with Section 3.2 below
- ☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- ☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be \$ _____ Dollars and no/100s (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

All alternates are listed and approved per Addendums

§ 3.2.2 Unit prices, if any:

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(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

N/A

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day for each day after date of completion stated in this contract. Days for weather will be taken into consideration. The Contract Time shall be extended if the Subcontractor is delayed, disrupted, hindered, or interfered with at any time in the commencement or progress of the Work by any cause beyond the control of Subcontractor, including but not limited to the following: an act or neglect of the Owner, Contractor, Architect/Engineer, or separate contractor or subcontractor; changes ordered in the Work; changes ordered in sequence of the Work; hazardous materials; concealed or unknown conditions; differing site conditions; disease, epidemics, or pandemic (including but not limited to COVID-19); labor or material shortages, delivery delays, or transportation delays caused by diseases, epidemics, pandemic (including but not limited to COVID-19), or shortages and delays that are otherwise unusual; labor disputes not involving Subcontractor; fire; terrorism; governmental actions; unusual weather; quarantine; restrictions on access, work, travel, or materials; unavoidable casualties; other causes beyond the Subcontractor's control; delay pending mediation and arbitration; or other causes that justify delay.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Application for payment shall be submitted 14 days prior to the first Monday of each month. Applications past this date could result in a delayed payment.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 14 days prior to the first Monday day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment. Thirty 30

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

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§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

N/A %

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 21.6 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Bid Form	Independence Bid Form	03/04/2022	1
Bid Security	AIA Doc A310 – 2010	02/25/2022	3
Comply Sect. 3 Req.	Cont. Clearance Form		1
CDBG Contract Prov.	Spec Sect. 00 73 33		5 (36-40)
Fed. Labor Standards	Spec Sect. 00 73 49		4 (63-66)
Davis Bacon Wages	Spec Sect. 00 73 46		6 (57-62)

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Specification Book CDBG Façade Improvement phase I

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Complete drawings set

Number	Title	Date
001	Drawing Index, Site Data	2/11/22

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ [N/A] Exhibit A, Determination of the Cost of the Work.

☐ [N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ [N/A] The Sustainability Plan:

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Title	Date	Pages
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[N/A] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

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§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. 1 year from substantial completion

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on

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all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of

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certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

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- 3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- 4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- 5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

- § 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000.00) each occurrence, Two Million (\$ 2,000,000.00) general aggregate, and One Million (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including
- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - .2 personal and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and (\$) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner

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shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella Coverage	Three Million (\$3,000,000.00)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

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an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the

Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

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:

- 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.
- 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.
- 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

SECTION 3 LANGUAGE FOR PROCUREMENT DOCUMENTS AND CONTRACTS

(This language is to be included in all procurement documents/solicitations and all covered contracts)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: IA20230050 08/04/2023

Superseded General Decision Number: IA20220050

State: Iowa

Construction Type: Building

County: Muscatine County in Iowa.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023
3	04/07/2023
4	05/26/2023
5	06/16/2023
6	07/07/2023
7	07/28/2023
8	08/04/2023

BOIL0083-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

CARP0004-012 05/01/2023

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, and Form Work).....	\$ 32.50	27.62

CARP2158-002 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 35.68	28.57

ELEC0145-008 06/05/2023

	Rates	Fringes
ELECTRICIAN (Includes HVAC/Temperature Controls Installation).....	\$ 39.92	26.25

ELEV0033-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.68	37.335+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

B. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day.

* ENGI0150-010 06/01/2023

Rates	Fringes
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POWER EQUIPMENT OPERATOR (Forklift).....	\$ 39.50	38.05
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Class 2

* ENGI0150-037 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 41.50	38.05

Class 1

IRON0111-002 07/01/2022

	Rates	Fringes
IRONWORKER (Reinforcing).....	\$ 35.00	29.31

IRON0577-001 06/01/2022

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 28.80	25.05

LAB00177-002 05/01/2016

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 24.07	10.98

PAIN0246-001 05/01/2023

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 29.43	15.33

PAIN0676-001 05/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 30.19	16.28

PLUM0025-004 05/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 43.20	25.35

SFIA0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.15	25.25

SHEE0091-011 06/01/2022

	Rates	Fringes
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SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 32.80 23.22

* SUIA2016-023 07/19/2016

	Rates	Fringes
BRICKLAYER.....	\$ 25.93	9.70
CEMENT MASON/CONCRETE FINISHER...	\$ 21.12	11.07
INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation).....	\$ 24.80	10.17
IRONWORKER, STRUCTURAL.....	\$ 25.29	15.89
LABORER: Common or General.....	\$ 17.25	6.93
LABORER: Landscape.....	\$ 14.81 **	0.00
LABORER: Pipelayer.....	\$ 18.00	2.70
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.31	15.35
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 27.55	22.85
OPERATOR: Bulldozer.....	\$ 22.31	8.36
OPERATOR: Loader.....	\$ 25.80	17.19
PLUMBER.....	\$ 31.28	10.86
ROOFER.....	\$ 14.00 **	3.91

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



City of Muscatine

ITEM NUMBER 2023-0403

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Third and Final Reading of an Ordinance Amending Title 3, Chapter 2 of City Code - Use of City Right of Way

EXECUTIVE SUMMARY

Third and Final 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 the 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

Adoption of this 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

The proposed code change should assist in reducing staff time in processing permits and will increase revenue from fees.

ATTACHMENTS

1. Ordinance Amending Chapter 2 of Title 3 Regarding Use of City Right of Way (3)
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 14th day of September, 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: 9-7-2023
Third Reading: 9-14-2023
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: 9/14/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Third and Final Reading of an Ordinance Amending Title 11, Chapter 4 of City Code - Inspections

EXECUTIVE SUMMARY

Third and Final 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

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

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.

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.

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 14th day of September, 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: 9-7-2023
Third Reading: 9-14-2023
Publication:



City of Muscatine

ITEM NUMBER 2023-0419

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Third and Final Reading of an Ordinance Amending the Airport District Zoning Ordinance Contained within Title 10, Chapter 19 of the City Code

EXECUTIVE SUMMARY

Presented for Council consideration is the third and final 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 Ordinance on third and final reading

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

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 14th day of September, 2023.

City Council of the City of Muscatine

Dr. Brad Bark
Mayor

Attest:

Carol Webb
City Clerk

First Reading: 8/17/23

Second Reading: 9/7/2023

Third Reading: 9/14/2023

Publication:

Title 10 – Zoning

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

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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

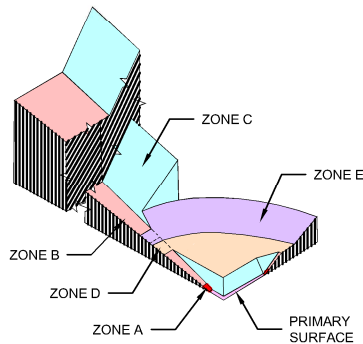
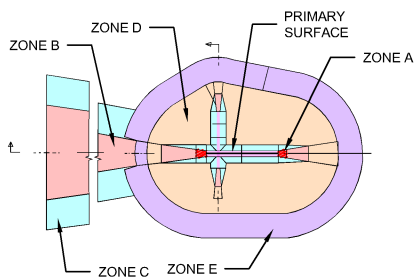
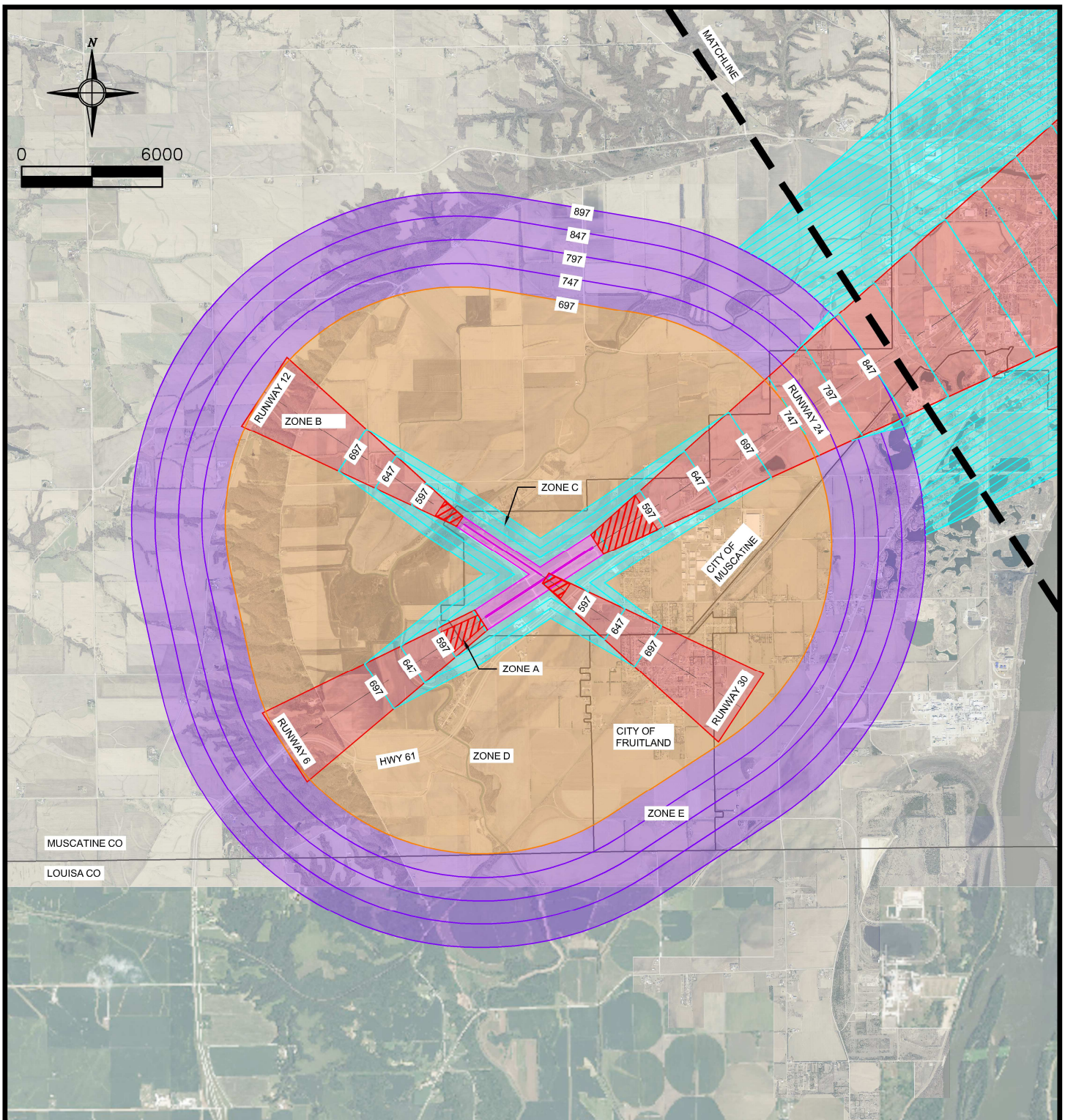
If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of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

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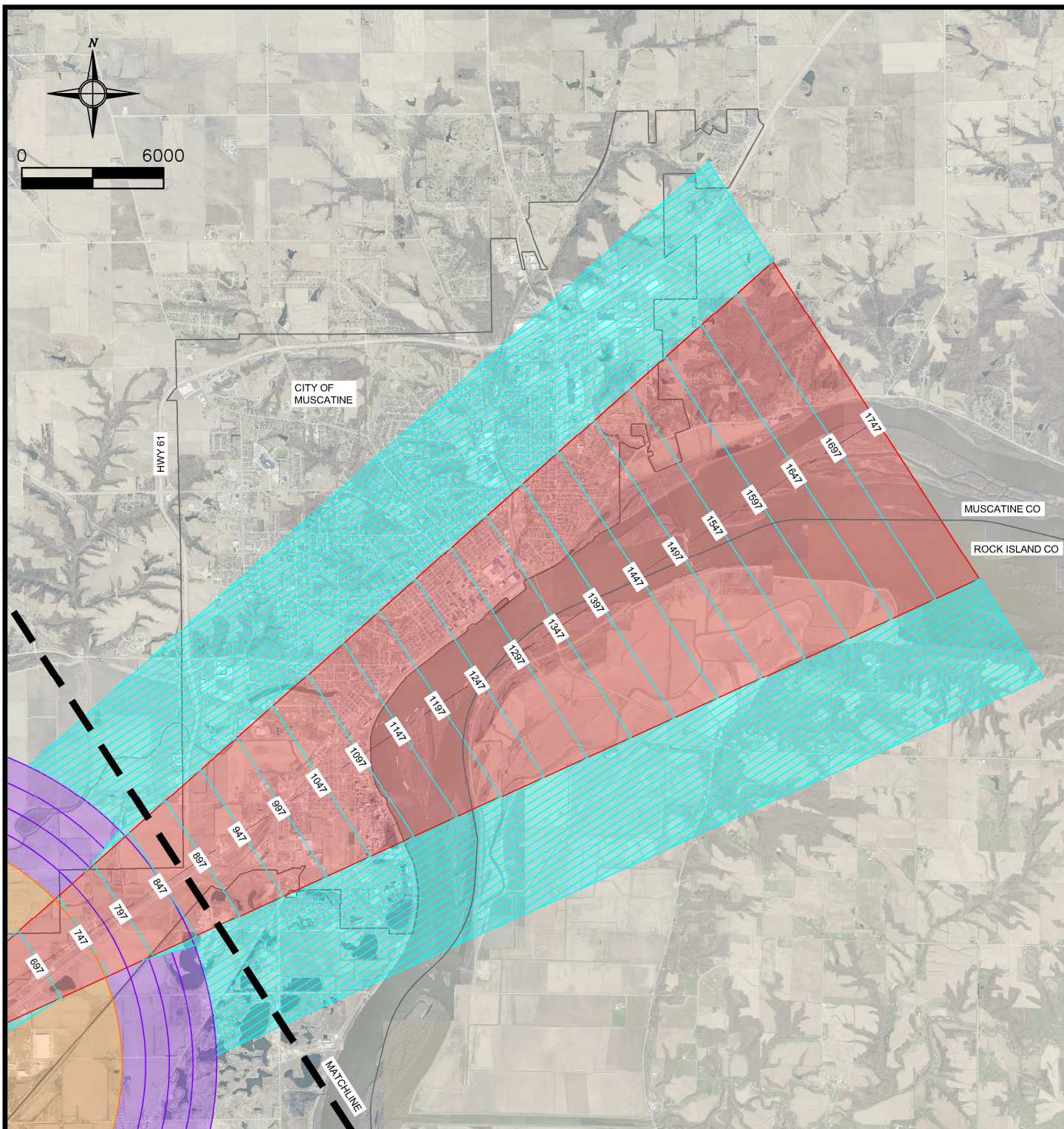
DRAWN BY: MJP
APPROVED BY: JCD
DATE: X-X-2023



**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



City of Muscatine

ITEM NUMBER 2023-0450

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Approving the Contract and Bond for the Vehicle Wash Bay Project for Bill Bruce Builders, Inc. of Eldridge, Iowa in the Amount of \$1,295,000

EXECUTIVE SUMMARY

Resolution Approving the Contract and Bond for the Vehicle Wash Bay Project for Bill Bruce Builders, Inc. of Eldridge, Iowa in the Amount of \$1,295,000

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Bids for this project were opened on August 11, 2022. Four bids were received and after examination by the design engineer the low responsible bid was determined to be by Bill Bruce Builders. Further documentation of the bid results can be found in the attached bid review summary prepared by Legat Architects.

The original bids received for this project were all over budget. This project was placed on hold for approximately one year while additional funding was requested from the Iowa Department of Transportation. Additional funding was granted; however, the city share of the cost increased. Council met at an in-depth session on July 13, 2023 and approved financing the project using bond funds. Staff contacted the original low-bidder and asked if they would honor their bid price from 2022. They agreed to honor their original bid, so the project is now moving toward construction.

After approval of the contract and bond, a pre-construction meeting will be held with the contractor.

CITY FINANCIAL IMPACT

Funding for this project is from grant funds through the Transit Budget and bond funding.

ATTACHMENTS

1. 221185_BidTab 081122

Bid Tabulation

OWNERCity of Muscatine

PROJECT TITLENew Public Works Wash Bay

PROJECT NUMBER221185.00

DATE / TIME:08/11/22; 11:00 a.m.

	ADDM					BID FORMS										
BIDDER	NUMBER 1	NUMBER 2	NUMBER 3	NUMBER 4	NUMBER 5	BASE BID	ALTERNATES					DATE COMPLETE 7/29/23	ALLOWANCES	BID BOND	SUBST.	REMARKS
							ALTERNATE NUMBER 1 - Wash Bay Equipment Brush System	ALTERNATE NUMBER 2- Wash Bay Equipment Reverse Osmosis System	ALTERNATE NUMBER 3 - Wash Bay Equipment Spot Free Rinse Arch	ALTERNATE NUMBER 4- Slab radiant heat floor system	ALTERNATE NUMBER 5- Interior PVC Paneling- Wash Bay 100					
Bruce Builders	X	X	X	X	X	\$1,295,000.00	\$120,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$6,000.00	7/29/2023 *	X	X		* Completion date pending supply chain issues.
Heuer Construction						NO BID										
Hy-Brand Construction	X	X	X	X	X	\$1,443,116.00	\$38,914.00	\$28,254.00	\$17,963.00	\$27,298.00	\$8,262.00	7/28/2023	X	X		
Swanson Construction	X	X	X	X	X	\$1,525,000.00	\$46,000.00	\$29,000.00	\$18,000.00	\$30,000.00	(\$17,700.00)	-	X	X		
Todd Hacket Construction	X	X	X	X	X	\$1,460,000.00	\$77,000.00	\$48,000.00	\$26,400.00	\$29,000.00	\$29,000.00	7/29/2023	X	X		
Tricon Construction Group						NO BID										
Triple B Construction						NO BID										
ZWB General Construction						NO BID										
Wolfe Contracting, Inc						NO BID										



City of Muscatine

ITEM NUMBER 2023-0451

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution to Amend City Code Appendix B - Sidewalk and Excavation Fees

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution to approve changes to City Code Appendix B - Sidewalk and Excavation Fees. Staff requests to modify these fees to meet the conditions of the newly adopted changes to Title 3, Chapter 2 of City Code, Use of City Right of Way to cover implementation and continued operational costs associated with enforcement of the code.

STAFF RECOMMENDATION

Staff recommends adoption of this resolution.

BACKGROUND/DISCUSSION

Staff proposes the following permit fees to recover some of the staff cost for enforcement of the new ordinance:

3-2-2 Permits Required

A. Service Installation Permit \$100

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.

Residents can pay for pet licenses online, by mail, or by phone.

B. Work In Right of Way Permit \$50

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.

CITY FINANCIAL IMPACT

These permit fees may slightly increase revenue to the city for inspection of work within the right of way.

ATTACHMENTS

1. Works in ROW Fees resolution.docx (1) (2) (1)
2. Appendix B - Schedule of Permit and Licensing Requirements Update for Code Section 3-2-2

RESOLUTION NO. 2023-0451

**A RESOLUTION AMENDING APPENDIX B TO THE MUSCATINE CITY CODE
REGARDING SIDEWALK AND EXCAVATION PERMIT FEES**

WHEREAS, The City of Muscatine’s sidewalk and excavation fees are found in Appendix B to the Muscatine City Code; and

WHEREAS, Chapter 2, Section 15 of Title 1 of the City Code authorizes maintenance of Appendix B via a Resolution of the City Council; and

WHEREAS, on July 13, 2023 the Muscatine City Council directed staff to modify the current fees for sidewalk and excavation permits by replacing them and implementing a Work in Right of Way Permit and a Service Installation Permit to coincide with changes to Title 3 Chapter 2 of City Code;

NOW, THEREFORE, be it resolved by the City Council of the City of Muscatine, Iowa, that Appendix B to the Muscatine City Code shall be amended as follows:

- That the fee, as authorized by City Code Section 3-2-2 for “**Work in Right of Way Permit**” in the Scheduled permits and licensing requirements in Appendix B of the City Code be set at \$50.
- That the fee, as authorized by City Code Section 3-2-2 for “**Service Installation Permit**” in the Scheduled permits and licensing requirements in Appendix B of the City Code be set at \$100.

PASSED, APPROVED, AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2023

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Work in Right of Way Permit	3-2-2	Community Development	\$50						General Liability; \$100,000 Bodily Injury & Property Damage - Each Occurrence; \$100,000 Personal Injury & Advertising Injury Per Occurrence; \$200,000 General Aggregate on above \$200,000 Products & Completed Operations General Aggregate
Sidewalk (P)	3-1-2		\$ 20.00						
Commercial Use of City Property in Commercial Zone (P)	3-1-5	Finance/Clerk	Application required						Dependent on scope of event
									General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 - Work Comp Benefits - Statutory Part 2 Employers Liability Limits: \$100,000 Bodily Injury Each Accident; \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury by Disease Each Employee Dram Shop Liability - if applicable \$1,000,000 Each Common Cause Limit
Outdoor Restaurant Seating (L) - On Streets	3-1-6	Community Development					\$ 20.00		
Outdoor Restaurant Seating (L) - On Sidewalks	3-1-6	Community Development					\$ 20.00		Same requirements as above for City Streets; lower limits may be considered for outdoor seating on City sidewalks.
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Service Installation Permit			\$100						General Liability; \$100,000 Bodily Injury & Property Damage - Each Occurrence; \$100,000 Personal Injury & Advertising Injury Per Occurrence; \$200,000 General Aggregate on above \$200,000 Products & Completed Operations General Aggregate Part 1 Workers Compensation -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Elevation (P)	3-2-2	Community Development	\$ 20.00					\$5,000	
Saw Cutting City Streets	3-2-2	Public Works/Roadway Maintenance	Base Mobilization Fee - \$200/location and \$20/Linear foot						
Parade (P)	3-3-3	Finance/Clerk	\$30.00 (Non- Profit Exempt from Fee)						General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate
Public Assemblies (P)	3-3-3	Finance/Clerk	Application required						
Public Demonstration/Picketing (P)	3-4-2	Finance/Clerk	Application required						
Amusements in Parks (P)	3-5-5	Parks	Application required					Bond, if any, dependent on scope of event	
Assemblies in Parks (P)	3-5-6	Parks	Application required					Bond, if any, dependent on scope of event	
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Use of Levees (P)	3-8-1	Community Development	Application required; fee dependent on use						
									General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Tree Removal Business (L)	3-9-5	Finance/Clerk					\$ 75.00	\$5,000	
Street Tree Removal, Existing (P)	3-9-8	Parks	Application required						
Street Tree Planting, New (P)	3-9-9	Parks	Application required						
Liquor/Wine/Beer Permits and Licenses	5-2-1	Finance/Clerk	Per State Code						
Dancing (L)	5-2-10 (B)	Finance/Clerk					\$50.00 per calendar year		
Cigarette Permit (P)	5-3-2	Finance/Clerk	Per State Code						
Tobacco Permit (P)	5-3-2	Finance/Clerk	Per State Code						
Amusement Licenses:									
Roller Skating Rink (L)	5-4-2	Finance/Clerk					\$ 125.00		
Shopping Gallery (L)	5-4-2	Finance/Clerk					\$ 125.00		
Theatre (L)	5-4-2	Finance/Clerk					\$ 125.00		
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Pinball Machines/Video Games (L)	5-4-2	Finance/Clerk					\$30.00 each device		
Juke Boxes (L)	5-4-2	Finance/Clerk					\$30.00 each device		

Billiards/Pocket Billiards	5-5-1	Finance/Clerk					\$25.00 each table		
Bowling Alley (L)	5-5-1	Finance/Clerk					\$15.00 per lane		
Outdoor Commercial Entertainment (P)	5-6-1	Finance/Clerk					\$ 20.00		
Bill Posting (P)	5-7-2	Finance/Clerk		\$ 5.00	\$ 10.00	\$ 25.00	\$ 100.00		
Circus (L)	5-8-2	Finance/Clerk	\$250.00 (non- profit sponsor \$125)					\$ 5,000	General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Carnival (L)	5-8-4	Finance/Clerk	\$250.00 (non- profit sponsor \$125)					\$ 5,000	General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Pawnbroker (L)	5-9-1	Finance/Clerk					\$ 100.00	\$ 5,000	
Peddler (L)	5-10-2	Finance/Clerk		\$ 25.00	\$ 50.00	\$ 100.00	\$ 250.00	\$ 5,000	Insurance requirements if on public property General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Solicitor (L)	5-10-2	Finance/Clerk	\$15.00 (non- profit exempt)					\$ 5,000	Insurance requirement if on public property General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Transient Merchant (L)	5-10-2	Finance/Clerk		\$ 25.00	\$ 50.00	\$ 100.00	\$ 250.00	\$ 5,000	Insurance requirement if on public property General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Massage Business (L)	5-13-4	Finance/Clerk					\$100.00 (3 rooms or less); \$150.00 (more than 3 rooms)		
Massage Technician (L)	5-13-6	Finance/Clerk					\$ 25.00		
Taxicab (L)	5-14-3	Finance/Clerk					\$50.00 per vehicle	\$ 5,000	General Liability; \$500,000 Bodily Injury & Property Damage - Each Occurrence; \$500,000 Personal Injury & Advertising Injury Per Occurrence; \$1,000,000 General Aggregate on above \$1,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident

Salvage, Junk Dealers, and Refuse Haulers/Collection Vehicles (L)	5-15-3 and 5-15-5	Finance/Clerk					\$100.00 (business) plus \$25.00/truck		
									Automobile Liability - owned, non-owned hired Vehicles 3,000,000 CSL - limit can be met with an umbrella or excess policy EMT Professional Liability 1,000,000 Per Occurrence/2,000,000 Aggregate Workers Compensation - part 1 Statutory Benefits Part 2 - Employers Liability Limit 100,000 Bodily Injury Each Disease/300,000 Bodily Injury Policy Limit/100,000 Bodily Injury Each Employee
Ambulance (L)	5-16-2	Finance/Clerk					\$ 250.00		
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Alarm Business (L)	6-2-5	Police					\$ 100.00		
Alarm Agent (L)	6-2-6	Police	\$25.00; one- time fee						
Alarm System (P)	6-2-7	Police	\$25.00; one- time fee						
Central Station System (L)	6-2-8	Police					\$ 100.00		
Modified Central Station (L)	6-2-9	Police					\$ 100.00		
Telephone Answering Service (L)	6-2-10	Police					\$ 100.00		
Fireworks (P)	6-3-2 & 15-4-1	Fire	\$ 200.00					\$5,000 if on City property	
Animal Registration/Licenses (L):									
Altered	6-8-3(A)	Finance/Clerk					\$ 5.00		
Unaltered	6-8-3(A)	Finance/Clerk					\$ 25.00		
Senior Owner 65 or over (Altered)	6-8-3(A)	Finance/Clerk					\$ 3.00		
Senior Owner 65 or over (Unaltered)	6-8-3(A)	Finance/Clerk					\$ 15.00		
Commercial Breeders (L)	6-8-4	Finance/Clerk					\$ 40.00		
Keeping of Pit Bull Dogs (L)	6-9-9	Finance/Clerk	Prohibited after July 1, 2003						
Right-of-Way Parking Request (P)	7-7-4	Community Development	\$50.00 Application fee plus annual lease amount						
Bicycle License	7-14-1	Police	\$1.00 one-time fee						
Building Regulations Permits (P)	Title 8; All Chapters	Community Development	See Appendix D for all Title 8 permits and fees						
Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Hauled Wastewater (P)	13-6-3.6	Water Pollution Control					\$ 100.00		
Industrial Wastewater Discharge (P)	13-6-4.2	Water Pollution Control					\$300.00 (for each permit period)		
		Community Development					\$ 50.00 \$ 85.00 \$ 175.00 \$ 200.00 \$ 225.00	(Less than \$50,000 annual gross sales) (\$50,000 to less than \$100,000) (\$100,000 to less than \$250,000) (\$250,000 to less than \$500,000) (\$500,000 or more)	
Grease Discharge Permit (P)	13-6-16.2 (D)						\$ 25.00 for calendar year		
Open Burning (P)	15-5-3	Fire					Annual calendar year permit required; no fee		
Outdoor Fireplace, Fire Pits, etc. (P)	15-5-3	Fire							
Commercial Burning (Contractor) (P)	15-5-3	Fire				\$200.00 for 30-day period			



City of Muscatine

ITEM NUMBER 2023-0452

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Approving the Preliminary/Final Plat of PMP 1st Addition

EXECUTIVE SUMMARY

PMP Holdings has filed a combined preliminary and final plat for PMP 1st Addition, a 1.28-acre, 2-lot subdivision located at 3494 Mulberry Avenue.

STAFF RECOMMENDATION

Staff recommends approval of the proposed subdivision. The proposed subdivision is consistent with the adopted Comprehensive Plan, and would allow for further development an important community gateway.

The Planning and Zoning Commission made a recommendation on this plat at their September 12th meeting.

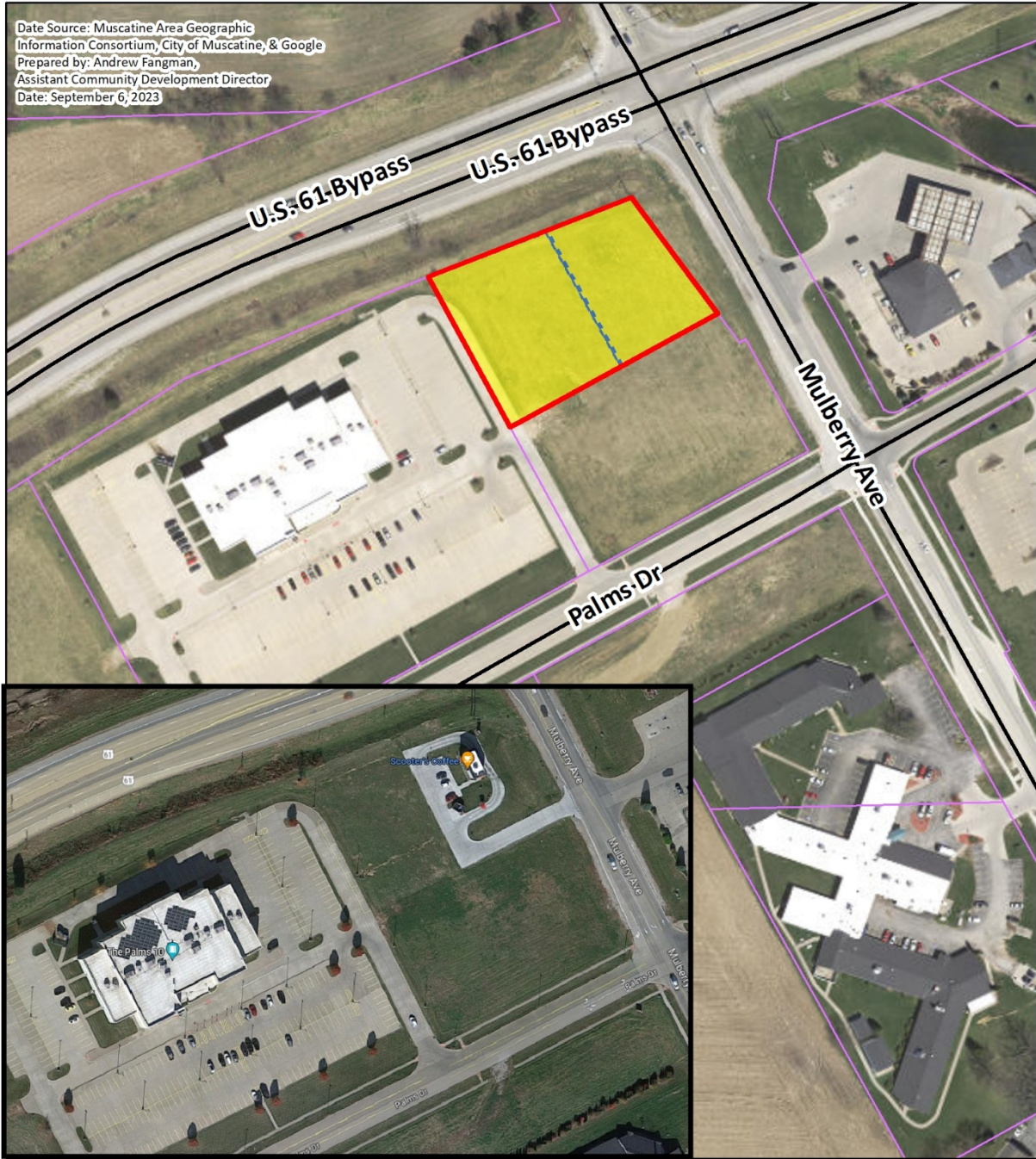
BACKGROUND/DISCUSSION

PMP Holdings has filed a combined preliminary and final plat for PMP 1st Addition, a 1.28-acre, 2-lot subdivision located at 3494 Mulberry Avenue. The subject site is currently zoned as S-3 Large Scale Mixed Use. The proposed subdivision would split the existing 1.28-acre lot (Lot 2 of Fridley subdivision) into two lots:

- A 0.54-acre lot that would contain the recently developed drive-thru coffee kiosk.
- A 0.74-acre lot that is currently vacant.

The purpose of the subdivision is to allow PMP Holdings to sell off the portion of the existing parcel that was not used for the development of the coffee kiosk. The intent is that the vacant 0.74-acre lot will be developed by others.

Date Source: Muscatine Area Geographic
Information Consortium, City of Muscatine, & Google
Prepared by: Andrew Fangman,
Assistant Community Development Director
Date: September 6, 2023



-  Subject Parcel
-  Proposed Lots
-  Parcel Lines

PMP 1st Addition

PZS-1-2023



CITY FINANCIAL IMPACT

Makes additional development possible, which would increase the tax base.

ATTACHMENTS

1. Resolution Approving Plat
2. Plat

PMP 1ST ADDITION
CERTIFICATE OF ACCEPTANCE OF FINAL PLAT

STATE OF IOWA, MUSCATINE COUNTY, ss:

We, the undersigned, Brad Bark and Carol Webb, of the City of Muscatine, Iowa, do hereby certify that the attached plat named and designated **PMP 1st Addition** in the City of Muscatine, Muscatine County, Iowa, was on **September 14, 2023**, filed in the office of the City Clerk and presented to the City Council of the City of Muscatine, Iowa, by resolution, a true copy of which is hereto attached, marked Exhibit A, and by this reference made a part hereof; and we, the undersigned, as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa, were by said Resolution duly directed to certify such examination, consent, and approval in order to entitle said plat to be recorded in the office of the County Recorder of Muscatine County, Iowa, among the real estate records of Muscatine County, Iowa.

Dated at Muscatine, Iowa, this **14th Day of September, 2023**

Dr. Brad Bark, Mayor

Attest:

Carol Webb, City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss:

Be it Remembered that on this **14th Day of September, 2023**, before me, a Notary Public in and for the State of Iowa, personally appeared Brad Bark and Carol Webb, to me personally known, who being by me each duly sworn, did say that they are Mayor and City Clerk of the City of Muscatine, Iowa, respectively, and that the seal affixed to the foregoing instrument is the seal of the City of Muscatine, Iowa; that said instrument was signed and sealed on behalf of the City of Muscatine, Iowa, in accordance with a Resolution passed by the City Council held on the **14th Day of September, 2023**, that Brad Bark and Carol Webb, as Mayor and City Clerk of the City of Muscatine, Iowa, respectively, severally acknowledged the execution of said instrument to be the voluntary act and deed of the City of Muscatine, Iowa, by its and them voluntarily executed.

Witness my hand and Notarial Seal the day and year last above written.

Cinda Hilger
Notary Public in and for the State of Iowa

EXHIBIT A

Prepared by Andrew Fangman, 215 Sycamore Street, Muscatine, IA 52761 (563) 262-4141

RESOLUTION NO. 2023-0452

**A RESOLUTION APPROVING THE PRELIMINARY/FINAL PLAT OF
PMP 1ST ADDITION**

WHEREAS, there has been filed with the Planning and Zoning Commission of the City of Muscatine, Iowa, and there is now submitted to the City Council of said City, a final plat of the real estate situated within the Corporate Limits of the City of Muscatine, State of Iowa, which plat lays out **two** lots; to wit:

REPLAT OF LOT 2, FRIDLEY SUBDIVISION DOCUMENT NUMBER 2012-02849, CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.

WHEREAS, said plat has been approved, on September 12, 2023, by the Planning and Zoning Commission of the City of Muscatine, Iowa, and has been examined by the City Council of the City of Muscatine, Iowa; and

WHEREAS, the Final Plat fully conforms with ordinances of the City applicable thereto; and

WHEREAS, the City Council of the City of Muscatine, Iowa, finds the final plat of **PMP 1st Addition**, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that said final plat named **Muscatine Community School District Central Kitchen Subdivision**, is hereby approved and accepted by the City Council of the City of Muscatine, Iowa, and that the Mayor and City Clerk of the City of Muscatine are hereby authorized and directed to certify upon said plat the examination, consent, approval, and acceptance of the same by the City Council of the City of Muscatine, Iowa, in order that said plat may be recorded in the office of the County Recorder among the real estate records of Muscatine County, Iowa.

PASSED, APPROVED, AND ADOPTED this 14th Day of September, 2023.

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

Attest:

Dr. Brad Bark, Mayor

Carol Webb, City Clerk

**CERTIFICATE OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MUSCATINE, IOWA**

I, the undersigned, Andrew Fangman, do hereby certify that I am the Secretary of the Planning and Zoning Commission of the City of Muscatine, Muscatine County, Iowa, and that the attached Final Plat of **PMP 1st Addition**, a subdivision in the City of Muscatine, Iowa, was approved and recommended by said Commission on the **12th Day of September, 2023**, according to the minutes and records of said Commission in my possession.

Dated at Muscatine, Iowa, this **14th Day of September, 2023**.

Andrew Fangman, Secretary
Planning and Zoning Commission
City of Muscatine, Iowa

CERTIFICATE OF TRUE COPY

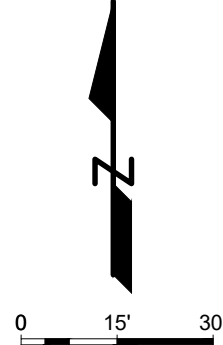
I, Nancy Lueck, Director of Finance of the City of Muscatine, Iowa, certify that attached hereto are true copies of the following:

1. Certificate of Acceptance of Final Plat (original).
2. Resolution No. _____ - _____ approving the Final Plat of PMP 1st Addition, a subdivision in the City of Muscatine, Iowa.
3. Certificate of the Planning & Zoning Commission.

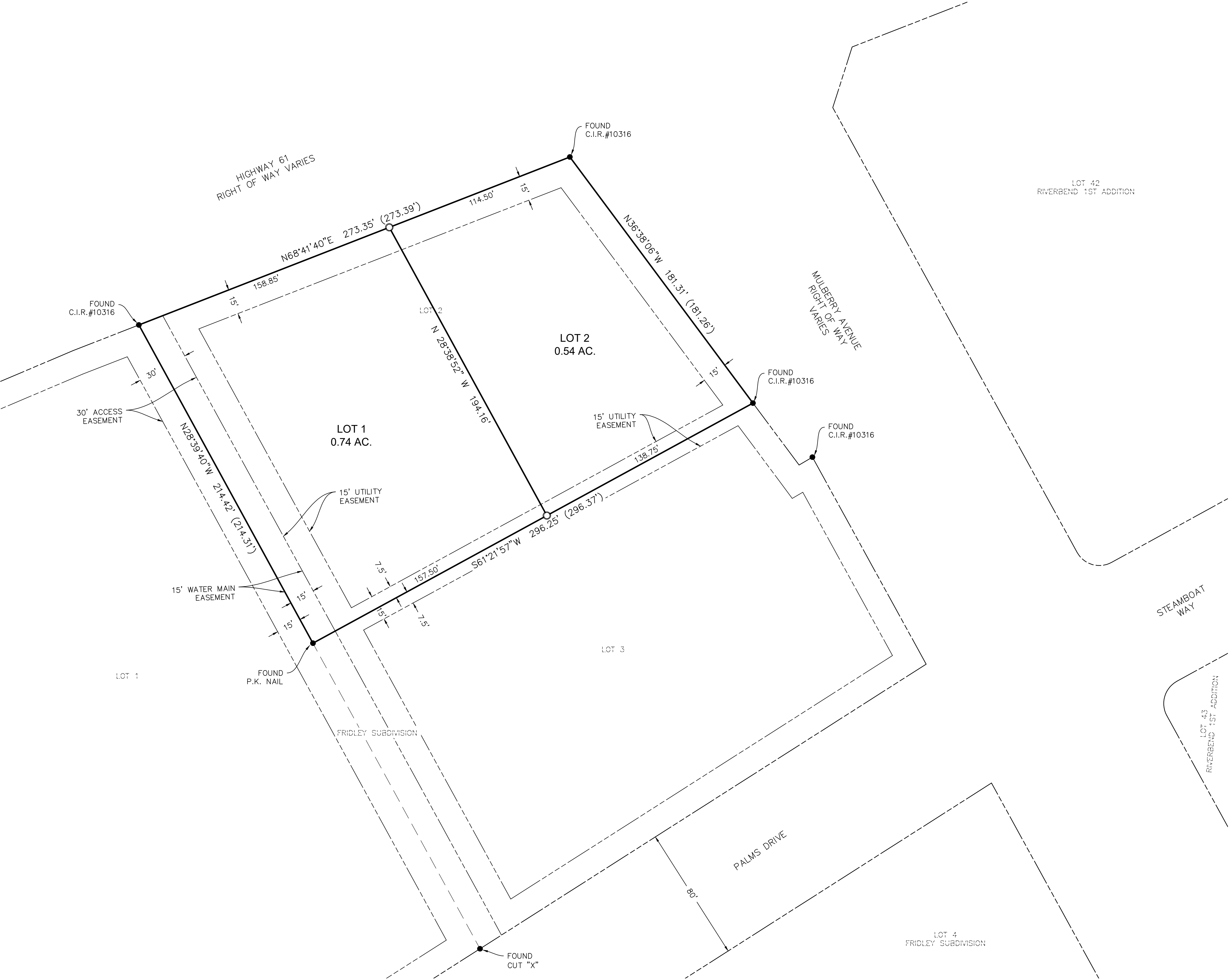
All documents related to the subdivision of real estate described in those documents, and that all were duly adopted and approved by the City Council and Mayor of the City of Muscatine, Iowa, and the originals are on file in the official records at City Hall for the City of Muscatine, Iowa.

Nancy Lueck, Director of Finance

Description: Lot 2, Fridley Subdivision Document Number 2012-62849
Requestor: PMP Holdings
Proprietor: PMP Holdings
Surveyor: Luke D. Miller
Survey Company: Klingner & Associates, P.C.
Return To: Klingner & Associates, P.C.
4111 East 60th Street, Davenport, Iowa 52807
lmiller@klingner.com (563) 359-1348



FINAL PLAT
OF
PMP 1ST ADDITION
REPLAT OF LOT 2, FRIDLEY SUBDIVISION DOCUMENT NUMBER 2012-02849
CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA



LEGEND	
	FOUND MONUMENT AS NOTED
	SET 5/8" IRON ROD WITH ORANGE CAP#22228
	SURVEY BOUNDARY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING LOT LINES
	EXISTING EASEMENT LINES
	MEASURED DISTANCE
	RECORD DISTANCE

THE UTILITY EASEMENTS SHOWN ARE APPROVED:

EASTERN IOWA LIGHT & POWER COOPERATIVE _____ DATE _____

CENTURYLINK _____ DATE _____

INTERSTATE POWER & LIGHT, AN ALLIANT ENERGY COMPANY _____ DATE _____

MUSCATINE POWER & WATER _____ DATE _____

ZONING:

S-3 LARGE SCALE MIXED USE DEVELOPMENT DISTRICT

SETBACKS:

FRONT 30'
SIDE NONE
REAR NONE

OWNER & DEVELOPER:

PMP HOLDINGS
22810 82ND AVENUE
MEDIAPOLIS, IA 52637

LEGAL DESCRIPTION:

LOT 2, FRIDLEY SUBDIVISION DOCUMENT NUMBER 2012-62849,
CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA

BEARINGS BASED ON THE IOWA STATE
PLANE COORDINATE SOUTH ZONE, NAD 83
(2011) EPOCH 2010.00

I hereby certify that this land surveying document was
prepared and the related survey work was performed by
me or under my direct personal supervision and that I
am a duly licensed Land Surveyor under the laws of the
State of Iowa.

DRAFT

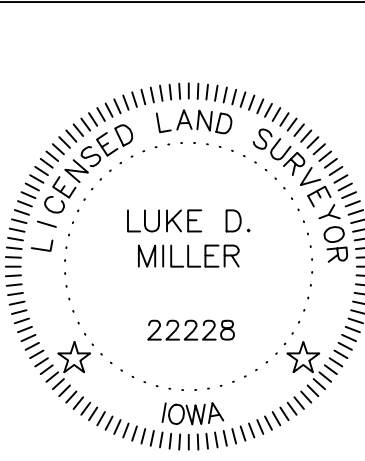
Signature: _____
Luke D. Miller

Date _____ Reg. No. 22228

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:

THIS SHEET ONLY.



KLINGNER & ASSOCIATES, P.C.
Engineers • Architects • Surveyors
Davenport, Iowa
4111 East 60th St
563 359 1348
www.klingner.com
Quincy, IL Galesburg, IA Burlington, IA
Pella, IA Hannibal, MO Columbia, MO

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REVISION HISTORY

NO.	DESCRIPTION	DATE	APPR.
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PRELIMINARY
NOT FOR
RECORDING

FINAL PLAT
PMP HOLDINGS
22810 82ND AVENUE
MEDIAPOLIS, IA 52637

Non-Reduced Sheet Size: 24" x 36"

Full sized plans have been prepared using standard scales.
Reduced size plans may not conform to standard scales.

DESIGNED	DRAWN
FIELD	FIELD BOOK
CHECKED	CHECK DATE
LDM	

FINAL
PLAT

PROJECT NO.

23-6045

7-12-2023

SHEET

1 OF 1



City of Muscatine

ITEM NUMBER 2023-0453

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Resolution Accepting Completed Work for the 67th Street Sidewalk Project and Authorizing Release of Payment

EXECUTIVE SUMMARY

Presented for council consideration is a resolution to accept the completed work on the 67th Street Sidewalk Project and authorizing release of final payment.

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

The City entered into a contract with All American Concrete for \$292,982.15 to construct a new sidewalk along the West side of 67th Avenue W. This project was started in the fall of 2022 and final completion was August 21, 2023. The final project amount was \$290,682.94. The final retainage amount will be \$14,534.15

CITY FINANCIAL IMPACT

Funding for this project was from Road Use Tax and the project came in 1.5% under the bid price.

ATTACHMENTS

1. Completed Work.RES
2. Signed 67th Avenue Sidewalk Completion Form

RESOLUTION NO. 2023-0453

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED UNDER
67TH AVENUE SIDEWALK IMPROVEMENTS PROJECT
AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the 67th Avenue Sidewalk Improvements Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with All American Concrete, Inc. for \$292,982.15 with quantity adjustments amounting to a deduct of \$2,299.21, for a total contract amount of \$290,682.94; and

WHEREAS, all work under the contract has been completed by All American Concrete, Inc. and approved and accepted by the City Engineer and appears to meet the requirements of the Plans and Specifications heretofore adopted by this Council, as evidenced by the Project Engineer's Certificate; and

WHEREAS, the amount of \$275,685.72 has been previously paid to All American Concrete, Inc. and a balance of \$14,997.22 including 5% retainage remains due and payable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of \$463.07 to All American Concrete, Inc. for completed and accepted work under the 67th Avenue Sidewalk Improvements Project, thereafter make an additional payment of \$14,534.15 which represents the 5% retainage thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 14th DAY OF SEPTEMBER, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Dr. Brad Bark, Mayor

Carol Webb, City Clerk



**CERTIFICATE of COMPLETION and
FINAL ACCEPTANCE of AGREEMENT WORK**

COMPANY: All American Concrete Inc COUNTY/CITY: City of Muscatine
ADDRESS: 1489 US-6 West Liberty, IA PROJECT NO.: 67th Avenue Sidewalk
KIND OF WORK: Construction of a trail on 67th Ave from Fruitland to Hwy 61

AGREEMENT DATE: 12/31/22 FIELD COMPLETION DATE: 8/21/23

This is to certify that the work covered by the above referenced agreement has been completed in accordance with said agreement and is hereby accepted, subject to final audit of costs.

SIGNATURE: Michael W. Januch DATE: September 6, 2023
Project Engineer (Res. Construction) (Area Engineer) (County) (City)
(Consultant) Year

*SIGNATURE: [Signature] DATE: 9/6, 2023
District (Construction) (Maintenance) (Local Systems) Engineer Year

Approved and work accepted by the Board of Supervisors/City
Council of _____

this _____ day of _____, _____
Year

SIGNATURE: _____
Chairman/Mayor



City of Muscatine

ITEM NUMBER 2023-0458

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT

Resolution Approving Second Amended Development Agreement with R.L. Fridley Theatres, Inc. and Fridley Properties, LLC

EXECUTIVE SUMMARY

In June of 2012, the City entered into an agreement with R.L. Fridley Theaters, Inc. and Fridley Properties, LLC to develop a new multiplex theater facility in the City. The agreement provided for 15 years of incremental tax rebates on the theater parcel up to a maximum total of \$1,500,000. The original Fridley Development Agreement also provided for tax increment payments to Fridley Properties, LLC for the development of the six out lots adjacent to the facility. Per the original Agreement, the rebates for the out lots were each for ten years at 50% up to a total of \$1,500,000 in rebates for all of the out lots.

Sales of the out lots have not progressed as originally anticipated. Potential developers of the out lots, including the recently proposed multi-family housing development, are not eligible for direct tax increment financing assistance, since the incremental taxes are paid to Fridley's as the developer for this area. As a means to incentivize the development of the out lots, Fridley's and City staff are proposing the Fridley Development Agreement be amended as follows:

1. Increasing the TIF rebate percentage to 75% for the out lots (from the current 50%)
2. Fridley's will then enter into separate agreements with developers or potential developers to share the TIF rebates for the out lots
3. The maximum amount of the rebates on the out lots will not increase, but will remain at the maximum amount in the original agreement of \$1,500,000
4. This arrangement will still maintain fiscal year 2034/2035 as the final year of TIF rebate payments (20 year maximum in each TIF area per State law)

This proposed amendment will benefit both Fridley's and the City. The City will be addressing its goal for increasing available housing in the community as well as other economic development opportunities in this area.

The Resolution Approving Second Amended Development Agreement with R.L. Fridley Theatres, Inc. and Fridley Properties, LLC will formally approve the new TIF rebate funding provisions for the Out Lots in the Fridley TIF area.

STAFF RECOMMENDATION

Staff is recommending City Council approve the 2nd amendment to the development agreement with R. L. Fridley Theatres, Inc. and Fridley Properties, LLC.

BACKGROUND/DISCUSSION

In June of 2012, the City entered into an agreement with R.L. Fridley Theaters, Inc. and Fridley Properties, LLC to develop a new multiplex theater facility in the City. The agreement provided for 15 years of incremental tax rebates on the theater parcel up to a maximum total of \$1,500,000. In the first two years the rebate percentage was 95%, the next two 90%, then two years at 85%, two years at 80%, two years at 60%, one year at 55%, and the final four years at 50%. The final year for the rebates on the theater parcel will be in fiscal year 2029/2030.

The original Fridley Development Agreement also allowed for tax increment payments to Fridley Properties, LLC, for the development of the six out lots adjacent to the facility. Per the original Agreement, the rebates for the out lots were each for ten years at 50% up to a total of \$1,500,000 in rebates for all of the out lots. The first out lot developed was Out Lot #1 with the new Scooter's Coffee. The first rebate payment for Out Lot #1 will be in 2023/2024.

There is a maximum of 20 years of rebates for each tax increment area according to State law. The final year for rebates on the out lots will be in fiscal year 2034/2035.

Amendment #1 to the Development Agreement with Fridley's was approved March 18, 2021. This amendment temporarily suspended the minimum job requirements set forth in the original agreement and extended the timeline by one year (to 2034/2035) for the development of the out lots. These changes were requested due to the economic impacts of the COVID-19 pandemic on the theater industry.

In 2022 a Developer proposed to undertake construction of multi-family housing on Out Lot #5 (rather than the commercial development referenced in the original agreement) and requested confirmation from the City that the incremental property tax revenues to be derived from the new valuation of this development would be allowed to fund the Out Lot Payments. City Council authorized the issuance of a letter dated July 7, 2022, confirming that the multi-family development on this out lot would be approved for tax increment funding.

The rebates for both the theater property and the out lots are made to R. L. Fridley Theatres, Inc. and Fridley Properties, LLC according to the Agreement. This is appropriate since the costs for the infrastructure for this area were paid by Fridley's.

Sales of the out lots have not progressed as originally anticipated. Potential developers of the out lots, including the multi-family housing development, are not eligible for direct tax increment financing assistance, since the incremental taxes are paid to Fridley's as the developer for this area. As a means to incentivize the sale and development of the out lots, Fridley's and City staff are proposing the Fridley Development Agreement be amended as follows:

1. Increasing the TIF rebate percentage to 75% for the out lots (from the current 50%)
2. Fridley's will then enter into separate agreements with developers or potential developers to share the TIF rebates for the out lots
3. The maximum amount of the rebates on the out lots will not increase, but will remain at the maximum amount in the original agreement of \$1,500,000
4. This arrangement will still maintain fiscal year 2034/2035 as the final year of TIF rebate payments (20 year maximum in each TIF area per State law)

This proposed amendment will benefit both Fridley's and the City. The City will be addressing its goal for increasing available housing in the community as well as other economic development opportunities in this area.

CITY FINANCIAL IMPACT

Incentizing development in this area is expected to have a positive impact on the City. The maximum TIF rebate amount of \$1,500,000 will not change with this proposed amendment.

ATTACHMENTS

1. Approve Second Amend Dev Agmt - Fridley (Muscatine-34 2023)-v2
2. Second Amended Development Agreement (Muscatine 34-2023)-v1

September 7, 2023

Via Email

Carol Webb
City Administrator/City Hall
Muscatine, IA

Re: R.L. Fridley Theatres, Inc./Fridley Properties, LLC Second Amended
Development Agreement
File No. 421464-34

Dear Carol:

Attached please find proceedings covering the adoption of a resolution approving the Second Amended Development Agreement with R.L. Fridley Theatres, Inc./Fridley Properties, LLC.

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

Please contact John Danos, Severie Orngard or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Nancy Lueck
Andrew Fangman
Cinda Hilger

APPROVE AMENDED DEVELOPMENT
AGREEMENT

(R.L. Fridley Theatres, Inc./Fridley
Properties, LLC)

421464-34

Muscatine, Iowa

September 14, 2023

A meeting of the City Council of the City of Muscatine, Iowa, was held on September 14, 2023, at 6 p.m., at the City Hall Council Chambers, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the 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 2023-0458

Resolution Approving Second Amended Development Agreement with R.L. Fridley Theatres, Inc./Fridley Properties, LLC

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 and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with R.L. Fridley Theatres, Inc./Fridley Properties, LLC (collectively the “Developer”) in connection with the development of a commercial multiplex theatre facility and certain out lots adjacent thereto (the “Project”) on certain real property in the Urban Renewal Area; and

WHEREAS, under the Original Agreement, the City agreed to make incremental property tax payments from the theater facility to the Developer in an amount not exceeding \$1,500,000; and

WHEREAS, under the Original Agreement, the City agreed to make incremental property tax payments from the out lots (the “Out Lot Payments”) to the Developer in an amount not exceeding \$1,500,000; and

WHEREAS, the City has previously entered into an amended development agreement (the “First Amended Agreement”) to replace the Original Agreement in order to make certain changes to the Minimum Jobs Requirement (as defined in the Original Agreement); and

WHEREAS, the City and the Developer now propose to amend the First Amended Agreement in order to adjust the percentage of incremental property tax revenues derived from the out lots that will be applied to the Out Lot Payments from 50% to 75%; and

WHEREAS, a second amended agreement (the “Second Amended Agreement”) has been prepared to set forth the new understanding between the City and the Developer; 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; and

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 Council hereby reaffirms 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 and reaffirms that a public purpose will reasonably be accomplished by entering into the Second Amended Agreement and providing incremental property tax payments to the Developer.

Section 3. The Second Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Second Amended Agreement on behalf of the City, in substantially the form and content in which the Second Amended 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 Second Amended Agreement.

Section 4. All Out Lot Payments by the City under the Second Amended Agreement shall continue to be subject to annual appropriation by the City Council, in the manner set out in the Second Amended Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall continue to be payable solely from a subfund (the "R.L. Fridley Theaters, Inc. Subfund") which was established by prior resolution of the City Council, 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, County of Muscatine, State of Iowa more particularly described follows:

(1) Theatre Property: Lot 1 of Fridley Subdivision in the City and County of Muscatine, Iowa, according to the recorded plat thereof. Owner: R. L. Fridley Theatres, Inc.; and

(2) Out Lots: Lots 2, 3, 4, 5, and 6 of Fridley Subdivision in the City and County of Muscatine, Iowa, according to the recorded plat thereof. Owner: Fridley Properties, LLC.

Section 5. The City hereby pledges to the payment of the Second Amended Agreement the R.L. Fridley Theaters, 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 Out Lot Payment will be made under the Second Amended Agreement unless and until monies from the R.L. Fridley Theaters, 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 R.L. Fridley Theaters, 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 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 on September 14, 2023.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MUSCATINE COUNTY SS:
CITY OF MUSCATINE

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve a Second Amended Development Agreement.

WITNESS MY HAND hereto affixed this ____ day of _____, 2023.

City Clerk

SECOND AMENDED DEVELOPMENT AGREEMENT

This Second Amended Development Agreement is entered into by and among the City of Muscatine, Iowa (the “City”), R.L. Fridley Theatres, Inc. and Fridley Properties, LLC (collectively the “Developer”) as of the ____ day of _____, 2021 (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 Developer has acquired 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 assessed valuation of the Property as of January 1, 2011 was \$151,590; and

WHEREAS, the Developer intends to develop a commercial multiplex theatre facility (the “Facility”) on a portion of the Property (the “Theatre Site”); and

WHEREAS, the Developer intends to promote the future commercial development of the portion of the Property comprising the out lots (the “Out Lots”); and

WHEREAS, the Developer has agreed to bear the costs of constructing certain public infrastructure improvements (the “Infrastructure Project”) in connection with the development of the Property; and

WHEREAS, the Developer anticipates that business demands in connection with its use of the completed Facility will require a minimum of 20 new jobs with an annual payroll of not less than \$175,000 (the “Minimum Jobs Requirement”); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer in paying the costs of constructing, using and maintaining the Facility; and

WHEREAS, the City and the Developer entered into a Development Agreement (the “Original Agreement”) dated June 21, 2012, pursuant to which the Developer agreed to comply with the Minimum Jobs Requirement, undertake the Infrastructure Project and undertake the development of the Theater Site and the Out Lots; and the City agreed to provide financial assistance to the Developer in the form of incremental property tax payments; and

WHEREAS, the City and the Developer entered into an Amended Development Agreement (the “First Amendment Agreement”) dated March 18, 2021, pursuant to which the Developer and the City agreed to update the Minimum Jobs Requirement; and

WHEREAS, the City and the Developer have agreed to adopt this Second Amended Development Agreement (the “Agreement”) to reflect the mutual understanding of the City and the Developer with respect to the amount of Incremental Property Tax Revenues (as herein described) derived from the Out Lots that will be applied to the Out Lot Payments (as herein defined); and

WHEREAS, this Agreement will replace the First Amended Agreement; 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. Developer’s Covenants.

1. Facility Construction. The Developer agrees to construct the Facility on the Theatre Site as described on Exhibit A hereto. Furthermore, the Developer agrees to invest not less than Four Million Dollars (\$4,000,000) into capital improvements for the Facility, including construction work and equipment acquisition. The Developer anticipates beginning construction of the Facility on or around June 25, 2012, with an anticipated completion date on or around January 15, 2013.

2. Infrastructure Construction.

a. Construction. The Developer agrees to construct the Palms Drive street improvements, the street lighting improvements, the Mulberry Avenue taper-lane improvements and the sanitary sewer, water main and storm sewer extensions and improvements in accordance with the timeline and details set forth on Exhibit B hereto.

Prior to beginning construction of the Infrastructure Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations and will provide copies of all engineering documents related to the Infrastructure Project to the City. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations. The Infrastructure Project is expected to be completed on or about December 31, 2012. Upon completion of the Infrastructure Project, provided that such improvements are of the type ordinarily dedicated to the City in connection with commercial development projects, and after the City confirms to the Developer in writing that such Infrastructure Project meets City requirements and the City accepts such Infrastructure Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the City. The City shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights not to accept the work if the Infrastructure Project is not completed to the satisfaction of the City.

b. Costs. Upon completion of the Infrastructure Project, the Developer agrees to provide documentation, in such form as may be requested by the City, of the costs incurred in the completion thereof (the “Infrastructure Project Costs”). Such costs may include all infrastructure-related land acquisition costs, cost of designing and constructing the public improvements, landscaping and grading all land for public improvements, interest expense and other costs of financing, and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Project Costs shall not include such cost as are incurred in the completion of the Facility or the development of the Out Lots.

Each documentation of the Infrastructure Project Costs made under this Section will be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the costs detailed in such documentation were in fact incurred in the installation of the Infrastructure Project, and that such costs are of an amount reasonably to have been expected with respect to such installation. Upon acceptance of such demonstrated costs, the City shall record a summary of the date, amount and nature of the costs on the Infrastructure Project Costs Summary attached hereto as Exhibit C, and such summary shall be the official record of the Infrastructure Project Costs.

3. Trees in Right-of-way and green-space buffer. The Developer agrees to develop a plan for the placement of trees in the public right-of-way in accordance with the site plan (the “Site Plan”) attached hereto as Exhibit D. Furthermore the Developer agrees to cause the creation of a green space buffer between the Property and the neighboring residential retirement facility as set forth on the Site Plan.

4. Out Lot Development. The Developer agrees to use its best efforts to promote the development and use of the Out Lots for their highest and best commercial use.

5. Property Taxes. The Developer agrees to ensure timely payment of all property taxes as they come due with respect to the Property with the completed Facility thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

6. Employment Levels. The Developer agrees to establish and maintain employment levels in connection with the operations of the Facility in accordance with the terms set forth herein. The Developer agrees to submit documentation to the satisfaction of the City by no later than November 1 of each year during the Term, commencing November 1, 2013, demonstrating its compliance with the Minimum Jobs Requirement*, such submissions to include the (1) total number of employees then-employed in connection with the Developer’s operations of the Facility; and (2) the total annual payroll associated with the operation of the Facility in the 12 months immediately preceding the certification date.

**A Proclamation of Public Health Disaster Emergency related to the COVID-19 pandemic (the “COVID-19 Proclamation”), was initially proclaimed by the Governor of Iowa on March 17, 2020, and has subsequently been extended multiple times. While the COVID-19 Proclamation remains in effect, the Minimum Jobs Requirement, in terms of both numbers of employees that are employed in connection with the Developer’s operations of the Facility and the total annual payroll, is suspended. Upon the final expiration of the COVID-19 Proclamation, the Developer shall have two years, beginning on the*

expiration date of the COVID-19 Proclamation and ending on the two-year anniversary date of such expiration date, to ramp up to the Minimum Jobs Requirement. During the two-year recovery period, employee headcount and payroll shall be not less than 50% of the amounts specified in this Agreement, and the Developer shall comply with the reporting requirements set forth in this Section A.6. The Developer hereby acknowledges that failure to comply with this Section A.6 will result in the City having the right to withhold Payments under Section B of this Agreement at its sole discretion.

7. Remedy. The Developer hereby acknowledges that failure to comply with the requirements of this Section A, will result in the City having the right to withhold Payments under Section B of this Agreement at its reasonable discretion.

8. Legal Fees. The Developer agreed to pay to the City an amount equal to the legal fees incurred by the City with respect to the drafting of the Original Agreement and the establishment of the Tax Increment Financing District up to the maximum amount of \$5,000 prior to the receipt of the first Payment under the Original Agreement.

The Developer agreed to cover the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of the First Amended Agreement up to an amount not in excess of \$3,000.

The Developer hereby agrees to cover the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement up to an amount not in excess of \$1,500. The Developer further agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

9. Out Lot Certifications.

a. Out Lot Certification #1. The Developer agrees to certify (the “Out Lot Certification #1”) to the City its intent for the First Out Lot Payments, as hereinafter defined, to commence. The Out Lot Certification #1 shall include the legal description of the taxable parcels (the “First Out Lots”) to be included in such certification and shall be made by no later than October 1 of the year immediately preceding the fiscal year in which the Developer intends for the First Out Lot Payments to be made. Furthermore, the Developer agrees to certify to the City by no later than November 1 of each year, commencing November 1 of the year in which the Out Lot Certification #1 is made, an amount equal to 75% of the estimated Incremental Property Tax Revenues anticipated to be paid with respect to the First Out Lots relative to new value added as a result of improvements constructed thereon, in the fiscal year immediately following such certification (the “First Out Lots TIF Estimate”). The City reserves the right to review and request revisions to each such estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Out Lots, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy, the school instructional support levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

b. Out Lot Certification #2. The Developer agrees to certify (the “Out Lot Certification #2”) to the City its intent for the Second Out Lot Payments, as hereinafter defined, to commence. The Out Lot Certification #2 shall include the legal description of the taxable parcels (the “Second Out Lots”) to be included in such certification and shall be made by no later than October 1 of the year immediately preceding the fiscal year in which the Developer intends for the Second Out Lot Payments to be made. Furthermore, the Developer agrees to certify to the City by no later than November 1 of each year, commencing November 1 of the year in which the Out Lot Certification #2 is made, an amount equal to 75% of the estimated Incremental Property Tax Revenues anticipated to be paid with respect to the Second Out Lots relative to new value added as a result of improvements constructed thereon, in the fiscal year immediately following such certification (the “Second Out Lots TIF Estimate”). The City reserves the right to review and request revisions to each such estimate to ensure the accuracy of the figures submitted.

c. Out Lot Certification #3. The Developer agrees to certify (the “Out Lot Certification #3”) to the City its intent for the Third Out Lot Payments, as hereinafter defined, to commence. The Out Lot Certification #3 shall include the legal description of the taxable parcels (the “Third Out Lots”) to be included in such certification and shall be made by no later than October 1 of the year immediately preceding the fiscal year in which the Developer intends for the Third Out Lot Payments to be made. Furthermore, the Developer agrees to certify to the City by no later than November 1 of each year, commencing November 1 of the year in which the Out Lot Certification #3 is made, an amount equal to 75% of the estimated Incremental Property Tax Revenues anticipated to be paid with respect to the Third Out Lots relative to new value added as a result of improvements constructed thereon, in the fiscal year immediately following such certification (the “Third Out Lots TIF Estimate”) (collectively hereinafter the First Out Lots TIF Estimate, the Second Out Lots TIF Estimate and the Third Out Lots TIF Estimate shall hereinafter be referred to as the “Aggregate Out Lots TIF Estimates”). The City reserves the right to review and request revisions to each such estimate to ensure the accuracy of the figures submitted.

10. Notice of Delay of Theatre Payments. In the event that the full taxable valuation of the completed Facility does not go on the property tax rolls as of January 1, 2013, the Developer will notify the City in writing by no later than November 1, 2013 of the Developer’s intent to have the Theatre Payments, as hereinafter defined, begin either in (i) the 2014-2015 fiscal year of the City; or (ii) the 2015-2016 fiscal year of the City.

B. City’s Obligations

1. Theatre Payments. In recognition of the Developer’s obligations set out above, the City agrees to make economic development tax increment payments (the “Theatre Payments”) to the Developer for 15 fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

The Theatre Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the

Muscatine County Treasurer which are attributable to the Theatre Site with the completed Facility thereon.

The Theatre Payments will be made semiannually on each December 1 and June 1 of each fiscal year, beginning on the first December 1 for which Incremental Property Tax Revenues become available with respect to the Theatre Site, and continuing for a total of fifteen (15) fiscal years.

This Agreement assumes that the full taxable value of the Facility for the Theatre Site went on the property tax rolls as of January 1, 2014. Accordingly, Theatre Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2015, and continuing through and including June 1, 2030, or until such earlier date upon which total Theatre Payments equal to \$1,500,000 have been made. Each Theatre Payment shall be in an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Theatre Site and the completed Facility during the six (6) months immediately preceding each Theatre Payment date factored by an annual percentage (the “Annual Percentage”) as hereinafter set forth . The annual percentages effective from time to time shall be as follows:

Fiscal Year	Effective Annual Percentage	Fiscal Year	Effective Annual Percentage
2015-2016	95%	2023-2024	60%
2016-2017	95%	2024-2025	60%
2017-2018	90%	2025-2026	55%
2018-2019	90%	2026-2027	50%
2019-2020	85%	2027-2028	50%
2020-2021	85%	2028-2029	50%
2021-2022	80%	2029-2030	50%
2022-2023	80%		

2. Out Lot Payments. Furthermore, in recognition of the Developer’s obligations set out above, and subject to the conditions set forth below, the City agrees to make additional economic development tax increment payments (collectively the “Out Lot Payments”) to the Developer in each fiscal year during the Term as hereinafter set forth, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Out Lot Payments shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000), and all Out Lot Payments under this Agreement shall be subject to annual appropriation by the City Council.

The Out Lot Payments will be divided into three streams as follows:

a. **First Out Lot Payments.** The First Out Lot Payments will be made semiannually on each December 1 and June 1 of each fiscal year, beginning on December 1 of the fiscal year immediately succeeding the year in which the Out Lot Certification #1 is made, and continuing for a total of ten (10) fiscal years.

For example, assuming the Out Lot Certification #1 is made October 1, 2022, then Out Lot Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2023, and continuing through and including June 1, 2033, or until such earlier date upon which total Out Lot Payments equal to \$1,500,000 have been made.

Each First Out Lot Payment shall be in an amount which represents 75% of the Incremental Property Tax Revenues received by the City with respect to the First Out Lots during the six (6) months immediately preceding each First Out Lot Payment date.

The First Out Lot Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer which are attributable to the First Out Lots with the improvements thereon.

b. **Second Out Lot Payments.** The Second Out Lot Payments will be made semiannually on each December 1 and June 1 of each fiscal year, beginning on December 1 of the fiscal year immediately succeeding the year in which the Out Lot Certification #2 was made, and continuing for a total of ten (10) fiscal years.

For example, assuming the Out Lot Certification #2 is made October 1, 2023, then Out Lot Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2024, and continuing through and including June 1, 2034, or until such earlier date upon which total Out Lot Payments equal to \$1,500,000 have been made.

Each Second Out Lot Payment shall be in an amount which represents 75% of the Incremental Property Tax Revenues received by the City with respect to the Second Out Lots during the six (6) months immediately preceding each Second Out Lot Payment date.

The Second Out Lot Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer which are attributable to the Second Out Lots with the improvements thereon.

c. **Third Out Lot Payments.** The Third Out Lot Payments will be made semiannually on each December 1 and June 1 of each fiscal year, beginning on December 1 of the fiscal year immediately succeeding the year in which the Out Lot Certification #3 was made, and continuing for a total of ten (10) fiscal years.

For example, assuming the Out Lot Certification #3 is made October 1, 2024, then Out Lot Payments will be made on December 1 and June 1 of each fiscal year, beginning December

1, 2025 and continuing through and including June 1, 2035, or until such earlier date upon which total Out Lot Payments equal to \$1,500,000 have been made.

Each Third Out Lot Payment shall be in an amount which represents 75% of the Incremental Property Tax Revenues received by the City with respect to the Third Out Lots during the 6 months immediately preceding each Third Out Lot Payment date.

The Third Out Lot Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer which are attributable to the Third Out Lots with the improvements thereon.

3. Annual Appropriation of Out Lot Payments. Each Out Lot Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year following the submission of a First Out Lots TIF Estimate, a Second Out Lots TIF Estimate and/or a Third Out Lots TIF Estimate, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Out Lot Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Aggregate Out Lots TIF Estimates (the "Appropriated Amount").

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 Out Lot Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Out Lot Payments or to seek damages relative thereto or to compel the funding of such Out Lot Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Out Lot Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Out Lots TIF Estimate as called for in Section A.9 above, provided however that no Out Lots Payment shall be made after June 1, 2035.

4. Certification of Payment Obligation. The City Clerk will certify by no later than December 1, 2014, to the Muscatine County Auditor an amount of Incremental Property Tax Revenues to be claimed for the funding of the Payments hereunder equal to \$1,500,000 with further instructions that the Annual Percentages from time to time in effect be applied against the respective annual distributions of Incremental Property Tax Revenues for the funding of Payments hereunder.

Furthermore, in any given fiscal year, if the City Council determines to obligate some or all of the then-considered Appropriated Amount for future Out Lot Payments, as set forth in Section B.3 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. Waiver of Connection Fees. The City agrees to waive the right to impose sewer connection fees against the portion of the Property comprising the public right-of-way and the storm water detention lot.

6. Future Agreements for Out Lots. To the extent that the Developer submits requests to the City with respect to the provision of additional economic development assistance for future development of the Out Lots, the City hereby expresses its intent to consider and negotiate in good faith entering into additional development agreement(s) with the Developer with respect to such development. The City's commitments under this Section B.6 are subject to the authorizing acts of the sitting City Councils at the time of the negotiations for the future agreements. Furthermore, the provision of additional economic development assistance will not be approved unless the proposed future development of the Out Lot(s) involves the construction of high-end commercial facilities such as hotels, corporate office facilities or other facilities the assessed valuation of which will result in the production of Incremental Property Tax Revenues

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by any party without the written consent of the other parties, provided however that the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Facility, 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 begin on the Commencement Date and end on the date on which the last Payment is made by the City to the Developer under Section B above.

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 Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the Commencement Date first written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

City Clerk

R.L. FRIDLEY THEATRES, INC.

By: _____
[Name, Title]

FRIDLEY PROPERTIES, LLC

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Muscatine, County of Muscatine, State of Iowa more particularly described follows:

Theatre Property: Lot 1 of Fridley Subdivision in the City and County of Muscatine, Iowa, according to the recorded plat thereof. Owner: R. L. Fridley Theatres, Inc.

Out Lots: Lots 2, 3, 4, 5, and 6 of Fridley Subdivision in the City and County of Muscatine, Iowa, according to the recorded plat thereof. Owner: Fridley Properties, LLC.

EXHIBIT B

TIMELINE AND DETAILS FOR INFRASTRUCTURE IMPROVEMENTS

June 25, 2012 Anticipated commencement of construction

December 31, 2012 Anticipated completion of construction

EXHIBIT C

SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

EXHIBIT D

SITE PLAN



City of Muscatine

ITEM NUMBER 2023-0455

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Issue Change Order Number 3 to the West Hill Sewer Separation Phase 5 Contract

EXECUTIVE SUMMARY

Request to Issue Change Order Number 3 to the West Hill Sewer Separation Phase 5 Contract

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

After much discussion with the City Council, it has been determined that removing the proposed sewer, water, and paving items from the Climer Street portion of the project between Lucas and Logan will ease the burden on the traveling public and those that live on Climer Street. It is proposed to add this section of work to a future phase of the West Hill Sewer Separation Project. MPW is agreeable to this change order. The City will purchase materials already purchased by the contractor for this work and stockpile them at a location to be determined.

CITY FINANCIAL IMPACT

Funds for this change order are available in the project funds.

ATTACHMENTS

1. 2023-09-09 CO 3 (1)

CONTRACT MODIFICATION

No: CO 3

		Non-
	Part	Part
Non-Substantial	☐	☐
Substantial	☒	☐

Concurrence Date _____

Contract ID: West Hill Phase 5A

County: Muscatine

Accounting ID: _____

Project No: N/A

Kind of Work: Sewer Separation

Date Prepared: 09-09-23

Contractor: Hagerty Earthworks LLC

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:

This change order is for the installation of an unforeseen water main relocation at the intersection of Lucas St and Logan St as well as the removal of all work on Climer St from the east side of the Logan St intersection to the intersection with Lucas St. This change order shall act as the instruction to contractor to not complete the above mentioned work on Climer St.

The water main relocation has a documented impact of 3 working days to the project and an additional documented cost of \$12,557.12. See the attached breakdown of information for more details. The work for said relocation can be found in ITC

Add item, miscellaneous 10" water main relocation, 20 LF, for a Lump Sum cost of \$12,557.12

The reduction of work on Climer removes sheets D.08 (partial), D.09, D.10, D.11, M.05 (partial), M.15, MSA.07A (partial), MSA.08 Rev 1, MSA.09, MSA.09A, R.04 (partial), R.05, S.07, S.08, S.09 Rev 1, MWM.05, and MWM.06. Revised sheets can be seen attached.

All items that have been purchased and delivered to the contractor shall be paid for with the City taking ownership of said materials in accordance with the current addition of SUDAS Division 1, Section 1040, Subsection 1.06-C-1. Receipts and shipping costs must be provided to the city by the contractor prior to payment. A 10% inconvenience fee shall be paid for each item and the total cost of said item shall not exceed 80% of the authorized bid amount for said item in accordance with the previously stated SUDAS specification.

The reduction in quantities can be seen in the attached table. The estimated total cost of the reduction in quantity is -\$647,102.75

Estimated total reduction in cost for the city(items 1 through 89) is -\$515,647.75

Estimated otal reduction in cost for MPW (items 201 through 213) is -\$131,455.00

Contract Time Adjustment: ☐ No Time Added ☒ Time Added 3 Working Days ☐ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: _____	Recommended: _____
Contractor	Site Staff
_____	_____
Date	Date

Approved: _____	Approved: _____
City Engineer	Public Works Director
_____	_____
Date	Date

Federal Participation ☐ Approved ☒ Not Eligible	City of Muscatine _____
	Mayor (if required) _____
	Date _____

10" Watermain Move Logan & Lucas

Date	employee	hrs
14-Jun	Doug	4
14-Jun	Brent	4
14-Jun	Nick	4
14-Jun	Ed	4
19-Jun	Doug	8
19-Jun	Brent	8
19-Jun	Nick	8
19-Jun	Ed	8
20-Jun	Doug	8
20-Jun	Brent	8
20-Jun	Nick	8
20-Jun	Ed	8
20-Jun	Alex	8
		88

\$78/hr

- This includes all machines

Fuel
trucks

\$6864 ⁰⁰	Lab
\$5693 ¹²	Materials etc
\$12557 ¹²	



BRANCHES LOCATED IN:

BETTENDORF - DES MOINES - OMAHA -
 PERU,IL - SIOUX CITY and WATERLOO
 REMIT TO: PO Box 1290
 Bettendorf, IA 52722

INVOICE

Invoice No.: 10103106-000
 Date: 06/20/2023
 Page: 1 of 1

--For Credit Card Payment, call:
 (563) 355-5376 / (800) 541-8356

Sold To:

HAGERTY EARTHWORKS LLC
 300 E 2ND ST STE 304
 MUSCATINE, IA 52761

Ship To:

FOR: JOB: CITY OF MUSCATINE, IA
 WEST HILL
 MPW OFFSET
 P/U AT UECO
 BETTENDORF, IA 52722

P.O. No.: WEST HILL MPW OFFSET

Phone: 563-260-3877
 Fax: 563-262-4213

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
N30/INV DATE	10103106-000	73750	BE HOUSE	PICKUP	06/19/2023	B10103106

FRT ON BOARD DESTINATION, FRT PREPAID & ADDED

Product No.	Description	Ordered	Shipped	B/O	UCM	Unit Price	Extension
OS1110	10" MJ RESTRAINT FOR DIP	2	2		EA	78.20	156.40
DUCLUG	DUC-LUGS	4	4		EA	3.75	15.00
Sub Total:							171.40
Total:							\$ 171.40

Special Order items are nonreturnable.Restocking charges may apply on other returned goods. **A monthly service charge of 1.5% may be assessed on balances past 30-days from invoice date.**



BRANCHES LOCATED IN:

BETTENDORF - DES MOINES - OMAHA -
PERU, IL - SIOUX CITY and WATERLOO
REMIT TO: PO Box 1290
Bettendorf, IA 52722

INVOICE

Invoice No.: 10103049-000
Date: 06/20/2023
Page: 1 of 1

--For Credit Card Payment, call:
(563) 355-5376 / (800) 541-8356

Sold To:

HAGERTY EARTHWORKS LLC
300 E 2ND ST STE 304
MUSCATINE, IA 52761

Ship To:

DOUG @ 563-506-3912
FOR: JOB: CITY OF MUSCATINE, IA
WEST HILL - MPW WM RELOCATE
P/U AT UECO
BETTENDORF, IA 52722

P.O. No.: WEST HILL MPW WM XTRA

Phone: 563-260-3877
Fax: 563-262-4213

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
N30/INV DATE	10103049-000	73750	BE HOUSE	PICKUP	06/19/2023	B10103049

FRT ON BOARD DESTINATION, FRT PREPAID & ADDED

Product No.	Description	Ordered	Shipped	B/O	UOM	Unit Price	Extension
ALPHA10XL	10" ALPHA XL WIDE RANGE RESTRAINT COUPLING 11.10 - 11.45	2	2		EA	1085.00	2,170.00
Bill Code: 75	+ TRANSFER FREIGHT on ALPHA10XL	1	1			.00	0.00
OS45MJ10DIL	10" DI MJ 45 ELL L/ACC	4	4		EA	234.90	939.60
OS1110	10" MJ RESTRAINT FOR DIP	8	8		EA	78.20	625.60
CB1MG10	10" CORE BLUE MJ BOLT & GASKET PACK W/4" BOLTS	8	8		EA	52.25	418.00
DUCLUG	DUC-LUGS	16	16		EA	3.75	60.00
ST1275Z	3/4" X 10' ZINC PLATED ALL THREAD ROD	40	40		FT	3.25	130.00
ST0875	3/4" #8 HEX NUT	16	16		EA	.72	11.52
ST1775	3/4" #17 CORTEN FLAT WASHER	16	16		EA	.25	4.00

Sub Total: 4,358.72

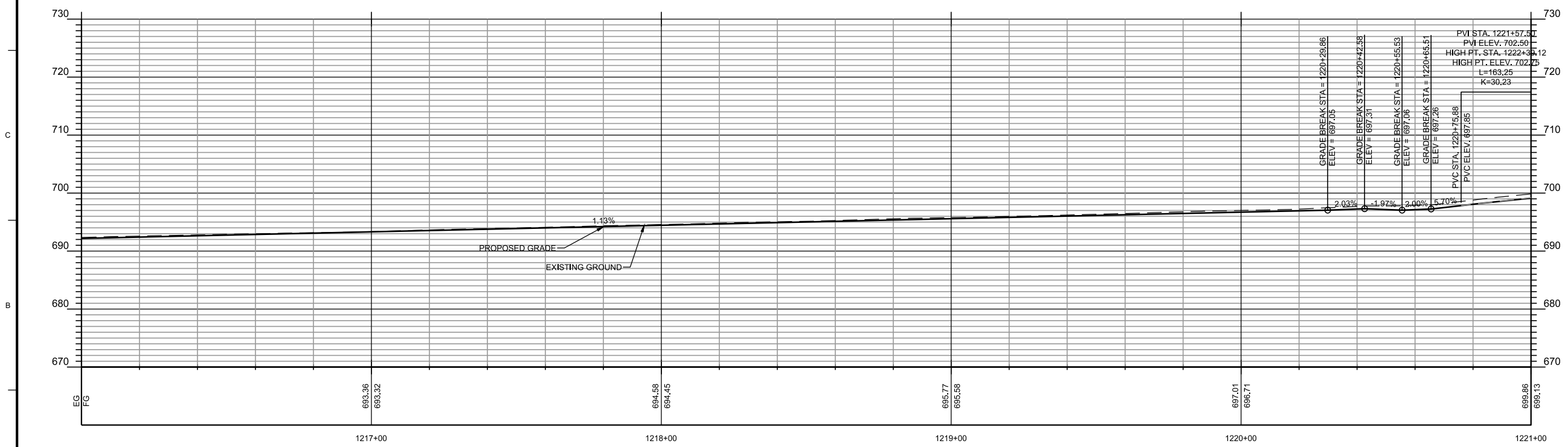
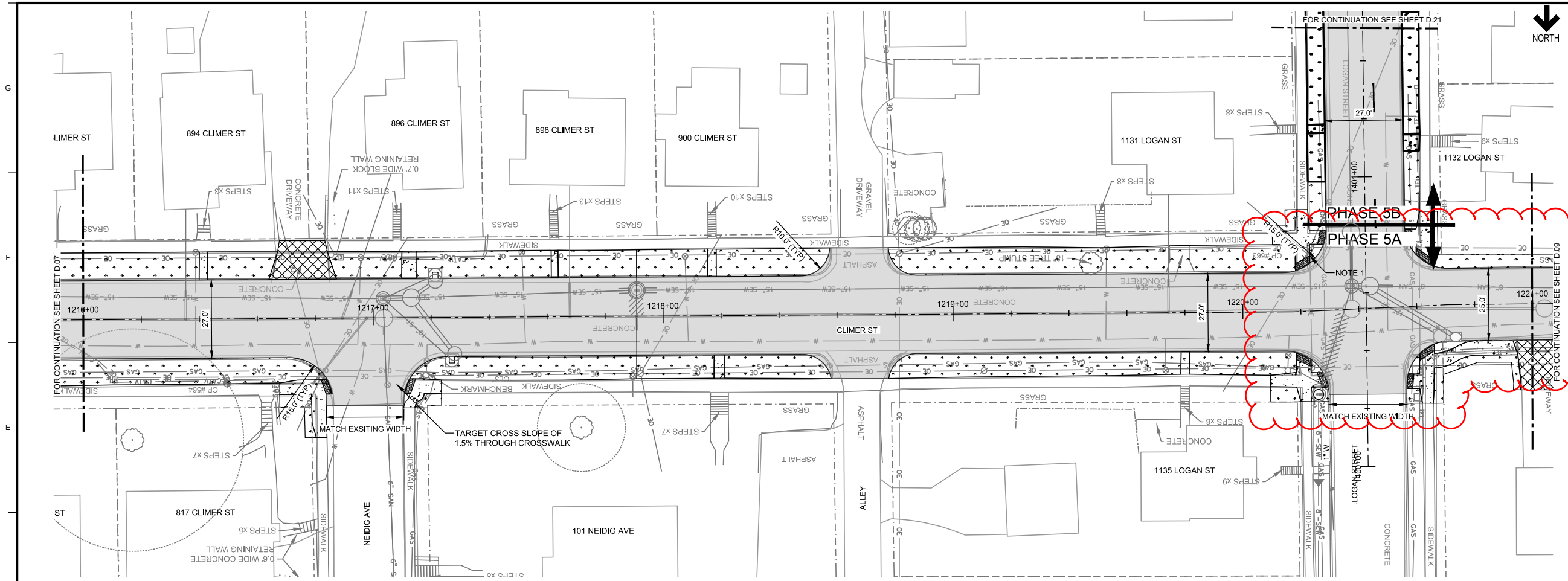
Total: \$ 4,358.72

20' stick 10" Ductile @ 458¹⁵/ft =

1163
171⁴⁰
5693¹²

Special Order items are nonreturnable.Restocking charges may apply on other returned goods. **A monthly service charge of 1.5% may be assessed on balances past 30-days from invoice date.**

ESTIMATED REDUCTION IN PROJECT QUANTITIES WEST HILL PHASE 5A						
Date: 09/09/2023		By: Kevin Coon				
Item No	SUDAS Item Code	Description	Unit	Estimated Reduction in Quantity	Unit Price	Estimated Reduction in Price
1	2010-108-XX-0	TREE REMOVAL	EA	1	\$400.00	\$400.00
7	2010-108-E-0	CLASS 10 EXCAVATION	CY	560	\$8.75	\$4,900.00
12	2010-108-I-0	MODIFIED SUBBASE - 6" (CRUSHED CONCRETE)	SY	3358	\$3.25	\$10,913.50
16	2010-108-H-0	SUBGRADE TREATMENT, GEOTEXTILE	SY	3358	\$2.00	\$6,716.00
21	3010-108-D-0	FINAL TRENCH BACKFILL - MANSAND	CY	1531	\$25.75	\$39,423.25
24	4010-108-A-1	SANITARY SEWER, 8" COMPOSITE TRUSS PIPE, DEPTH < 14'	LF	1257	\$85.00	\$106,845.00
29	4010-108-E-0	SANITARY SERVICE CONNECTIONS (4" AND 6")	EA	11	\$800.00	\$8,800.00
40	4020-108-A-0	STORM SEWER INLET PIPING, 12" PVC (ASTM F949)	LF	61	\$67.50	\$4,117.50
41	4020-108-A-0	STORM SEWER INLET PIPING, 15" PVC (ASTM F949)	LF	9	\$72.50	\$652.50
44	4040-108-A-0	SUBDRAINS, HDPE, 4"	LF	2310	\$12.00	\$27,720.00
45	4040-108-D-0	SUBDRAIN CONNECTIONS TO STRUCTURE	EA	5	\$10.00	\$50.00
54	6010-108-A-0	SANITARY MANHOLE, STANDARD, 5' DIAMETER (8' DEEP)	EA	7	\$4,800.00	\$33,600.00
55	6010-108-A-4	SANITARY MANHOLE, EXTRA DEPTH, 5' DIAMETER	LF	30	\$400.00	\$12,000.00
59	6010-108-A-0	STORM MANHOLE, FLAT TOP, SW-401, 5' DIAMETER	EA	2	\$4,300.00	\$8,600.00
61	6010-108-B-0	STORM INLET, SW-501	EA	3	\$2,500.00	\$7,500.00
65	6010-108-C-1	SANITARY INTERNAL DROP CONNECTION	EA	1	\$1,050.00	\$1,050.00
70	6010-108-H-0	REMOVAL OF EXISTING STRUCTURES	EA	3	\$500.00	\$1,500.00
72	7010-108-A-0	PAVEMENT, PCC, 7 INCH	SY	3358	\$46.00	\$154,468.00
75	7030-108-A-0	REMOVAL , DRIVEWAY/ALLEY PAVEMENT	SY	387	\$7.00	\$2,709.00
76	7030-108-A-0	REMOVAL, SIDEWALK	SY	511	\$7.00	\$3,577.00
78	7030-108-E-0	SIDEWALK, PAVED, PCC, 4-INCH	SY	572	\$45.00	\$25,740.00
79	7030-108-E-0	SIDEWALK, PAVED, PCC, 6-INCH	SY	14	\$70.00	\$980.00
80	7030-108-G-0	DETECTABLE WARNING TILES	SF	117	\$30.00	\$3,510.00
81	7030-108-H-1	DRIVEWAY/ALLEY PAVED, PCC, 6-INCH	SY	410	\$55.00	\$22,550.00
83	7040-108-H-0	PAVEMENT REMOVAL, CONCRETE	SY	3358	\$8.00	\$26,864.00
89	9010-108-B-0	RESIDENTIAL HYDRAULIC SEEDING, FERTILIZING, MULCHING	SF	4620	\$0.10	\$462.00
201	5010-108-A-1	WATER MAIN, TRENCHED, C-900 PVC, 6"	LF	1173	\$66.00	\$77,418.00
202	5010-108-C-1	FITTINGS, BY COUNT, 22.5 DEGREE ELBOW, 6"	EA	1	\$355.00	\$355.00
203	5010-108-C-1	FITTINGS, BY COUNT, 45 DEGREE ELBOW, 6"	EA	5	\$360.00	\$1,800.00
204	5010-108-C-1	FITTINGS, BY COUNT, 90 DEGREE ELBOW, 6"	EA	1	\$282.00	\$282.00
205	5010-108-C-1	FITTINGS, BY COUNT, CUT AND CAP, 2"	EA	2	\$210.00	\$420.00
206	5010-108-D-0	WATER SERVICE CONNECTION, COPPER, 1"	EA	20	\$1,175.00	\$23,500.00
207	5010-108-D-0	WATER SERVICE CONNECTION INTO THE HOME, COPPER, 1"	EA	1	\$2,900.00	\$2,900.00
208	5020-108-A-0	VALVE, GATE VALVE, MECHANICAL JOINT, 6"	EA	3	\$960.00	\$2,880.00
209	5020-108-B-0	TAPPING VALVE ASSEMBLY, 12"X6"	EA	1	\$2,800.00	\$2,800.00
210	5020-108-B-0	TAPPING VALVE ASSEMBLY, 10"X6"	EA	1	\$2,700.00	\$2,700.00
211	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	3	\$5,000.00	\$15,000.00
212	5020-108-I-0	REMOVAL, FIRE HYDRANT	EA	1	\$750.00	\$750.00
213	5020-108-K-0	REMOVAL, VALVE, CORPORATION STOP	EA	1	\$650.00	\$650.00
Total Estimated Reduction In Price					\$647,102.75	



NOTES

1. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION OF UTILITY POLE AND PROJECT COSTS.

REVISED 9-9-23

REMOVE FROM PROJECT

LEGEND

- 7" PCC PAVEMENT REPLACEMENT
- 8" PCC PAVEMENT REPLACEMENT
- SIDEWALK REPLACEMENT
- DRIVEWAY REPLACEMENT
- SEEDING
- DETECTABLE WARNING SURFACE

NO.	REVISIONS	DSGN	CHKD	APVD	DATE

Stanley Consultants INC.

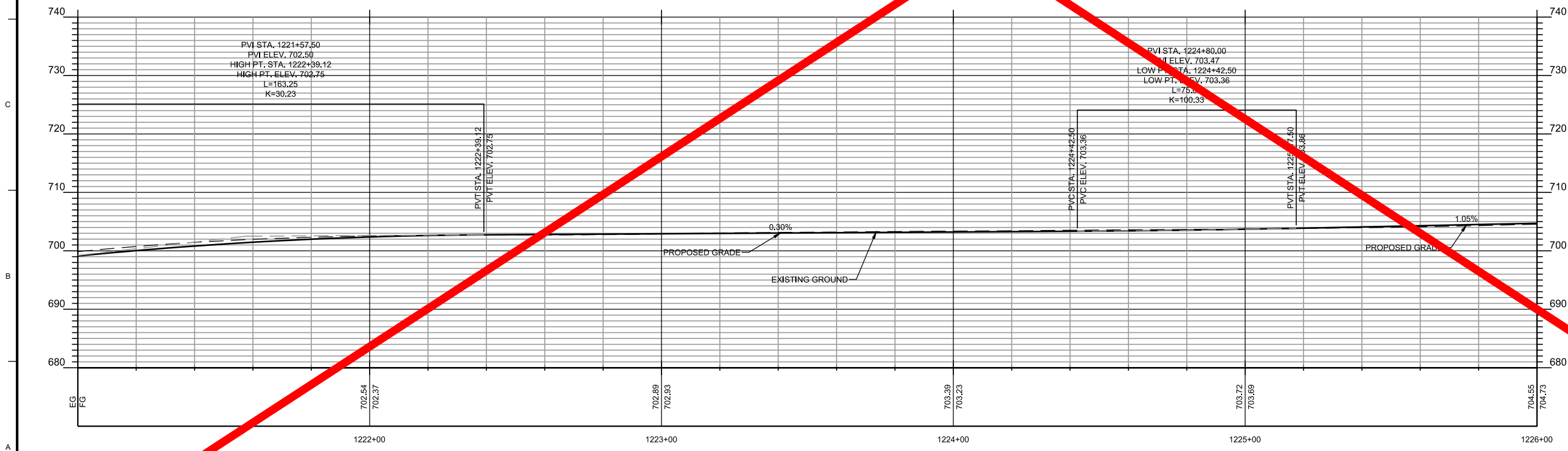
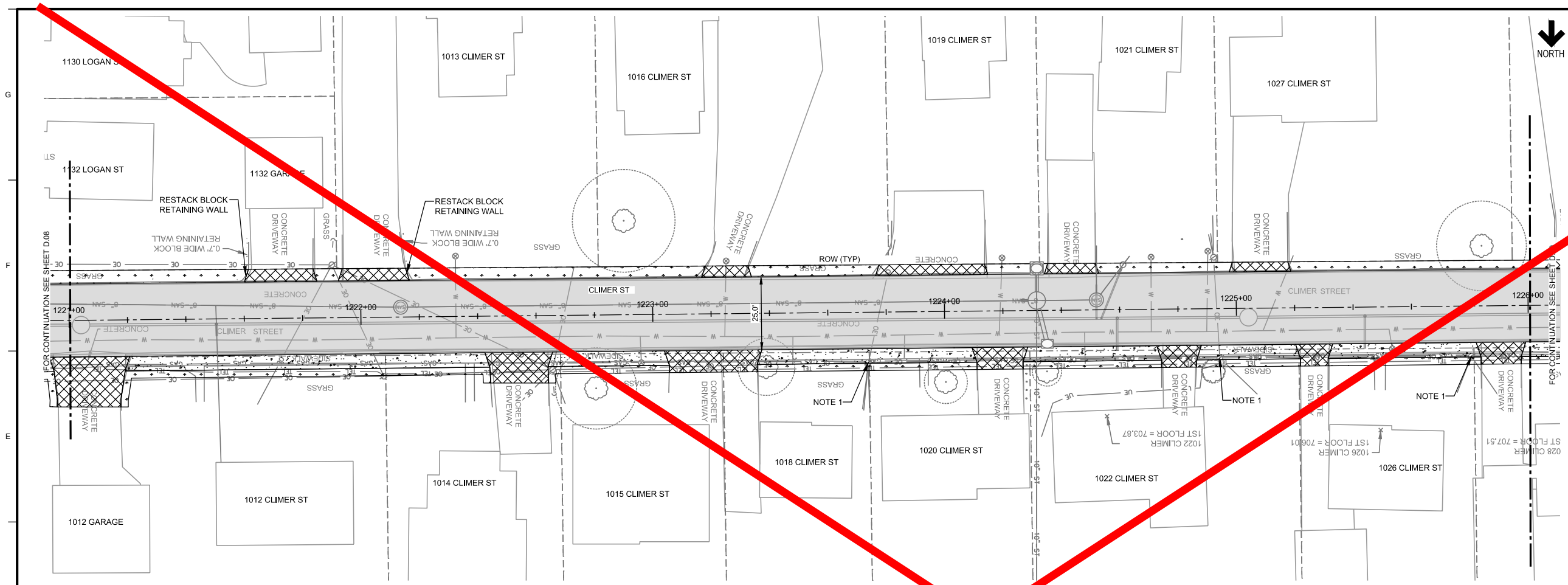
225 Iowa Avenue, Muscatine, Iowa 52761-3764
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CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

PAVEMENT REPLACEMENT PLAN & PROFILE CLIMER STREET - SHEET 3

DESIGNED	PM JOHNSON	SCALE:	AS NOTED
DRAWN	GM REEVES	NO.	17660.50.00
CHECKED	BC VEAL	REV.	
APPROVED	BC VEAL		
APPROVED	PM JOHNSON	D.08	0
DATE	FEBRUARY 18, 2021		

CADD D3-R5



NOTES

1. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION UTILITY POLE AND PROJECT COSTS.

REVISED 9-9-23

LEGEND

- 7" PCC PAVEMENT REPLACEMENT
- 8" PCC PAVEMENT REPLACEMENT
- SIDEWALK REPLACEMENT
- DRIVEWAY REPLACEMENT
- SEEDING
- DETECTABLE WARNING SURFACE

NO.	REVISIONS	DSGN	CHKD	APVD	DATE

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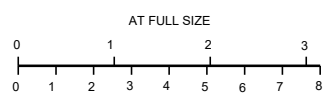
CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

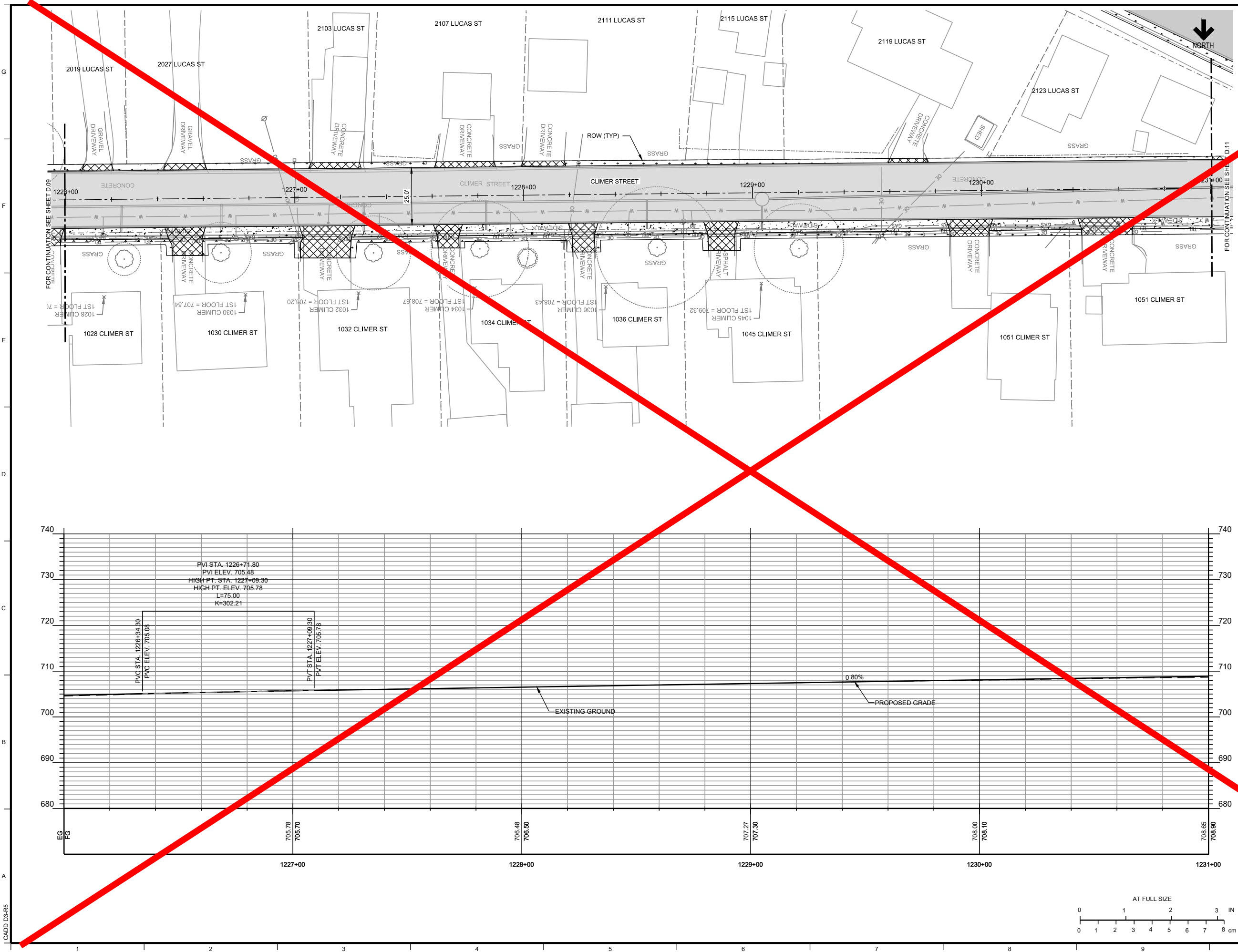
PAVEMENT REPLACEMENT PLAN & PROFILE CLIMER STREET - SHEET 4

DESIGNED: PM JOHNSON	SCALE: AS NOTED
DRAWN: GM REEVES	NO. 1766-01.00
CHECKED: BC VEAL	REV.
APPROVED: BC VEAL	D.09
APPROVED: PM JOHNSON	0
DATE: FEBRUARY 18, 2021	

11

CADD D3-R5





NOTES

REVISED 9-9-23

LEGEND

- 7" PCC PAVEMENT REPLACEMENT
- 8" PCC PAVEMENT REPLACEMENT
- SIDEWALK REPLACEMENT
- DRIVEWAY REPLACEMENT
- SEEDING
- DETECTABLE WARNING SURFACE

1	ITC-NO-021	PMJ	ERS	PMJ	05-04-2023
NO.	REVISIONS	DSGN	CHKD	APVD	DATE

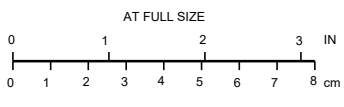
225 Iowa Avenue, Muscatine, Iowa 52761-3764
www.stanleyconsultants.com

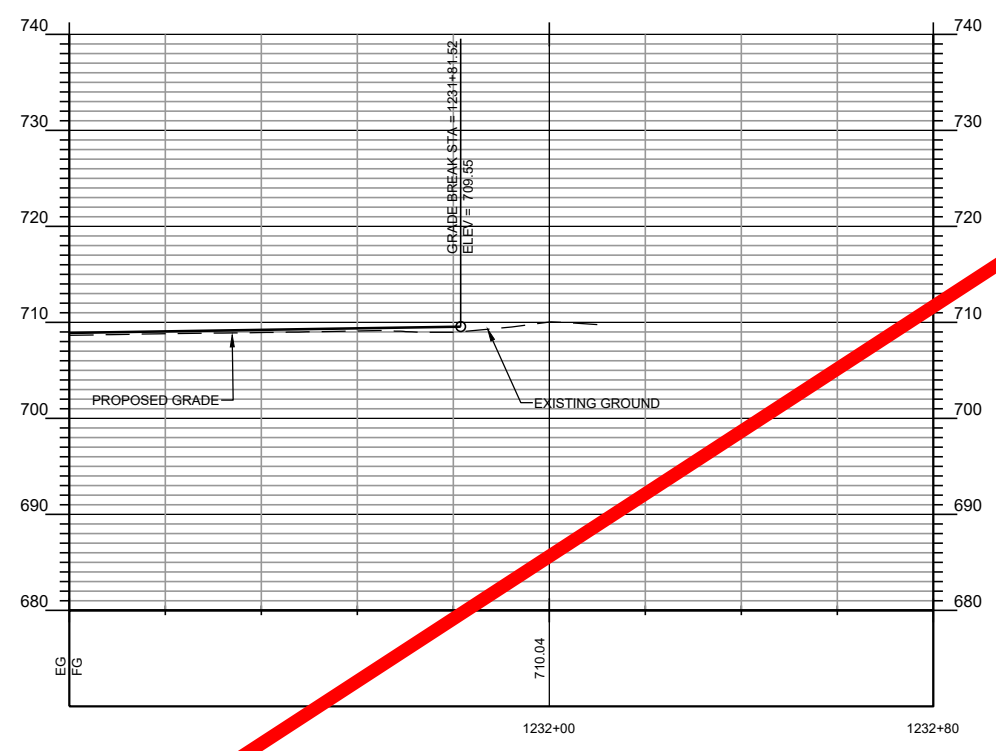
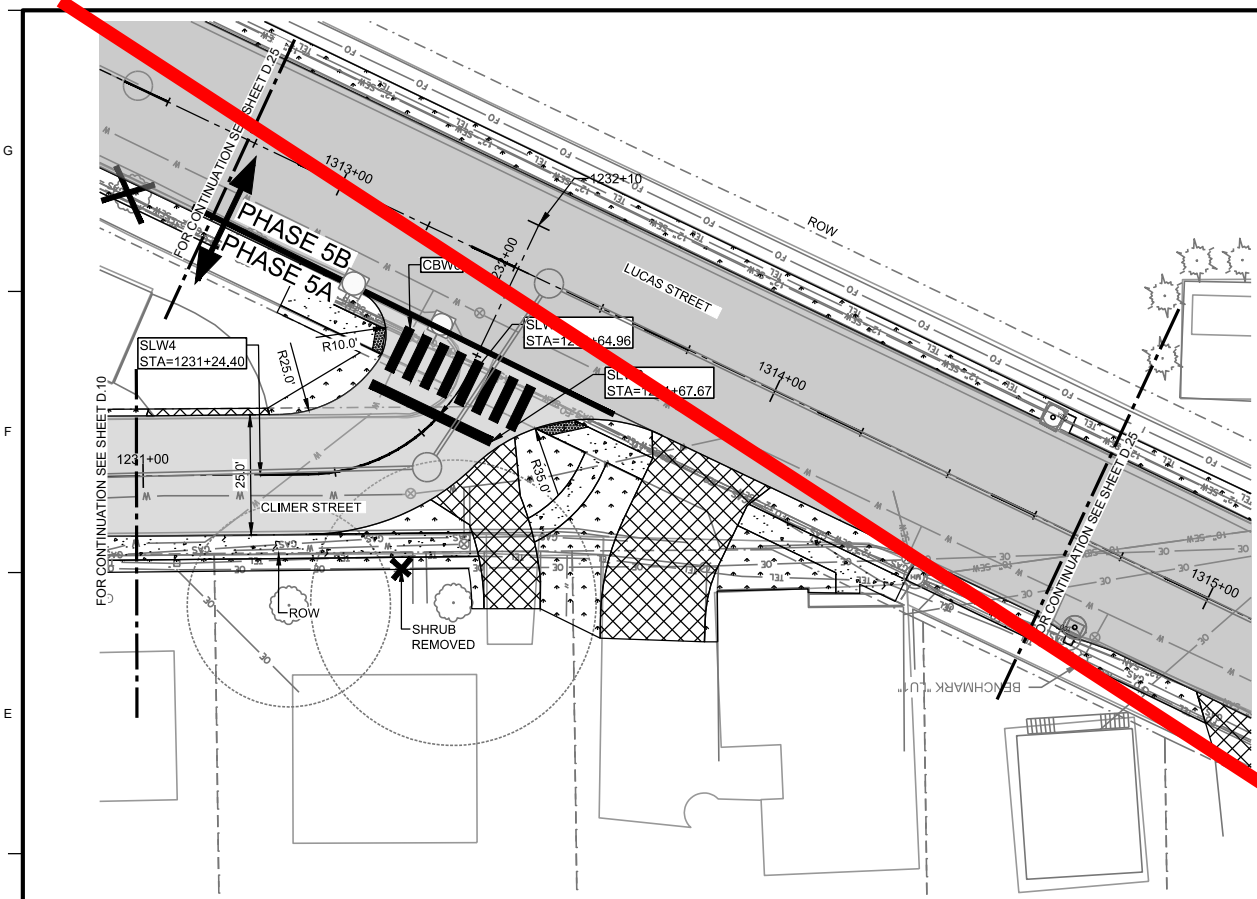
CITY OF MUSCATINE - PHASE 5
WEST TOWN AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

PAVEMENT REPLACEMENT PLAN & PROFILE CLIMER STREET - SHEET 5

DESIGNED	PM JOHNSON	SCHEMAS NOTED NO. 17860-000	REV. D.10	1
DRAWN	GM REEVES			
CHECKED	BC VEAL			
APPROVED	BC VEAL			
APPROVED	PM JOHNSON			
DATE	FEBRUARY 18, 2021			

CADD D3-R5





NOTES
REVISED 9-9-23

- LEGEND**
- 7" PCC PAVEMENT REPLACEMENT
 - 8" PCC PAVEMENT REPLACEMENT
 - SIDEWALK REPLACEMENT
 - DRIVEWAY REPLACEMENT
 - SEEDING
 - DETECTABLE WARNING SURFACE

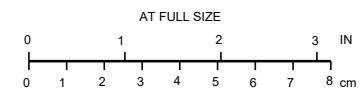
1	ITC NO 021	PMJ	ERS	PMJ	05-04-23
NO.	REVISIONS	DSGN	CHKD	APVD	DATE


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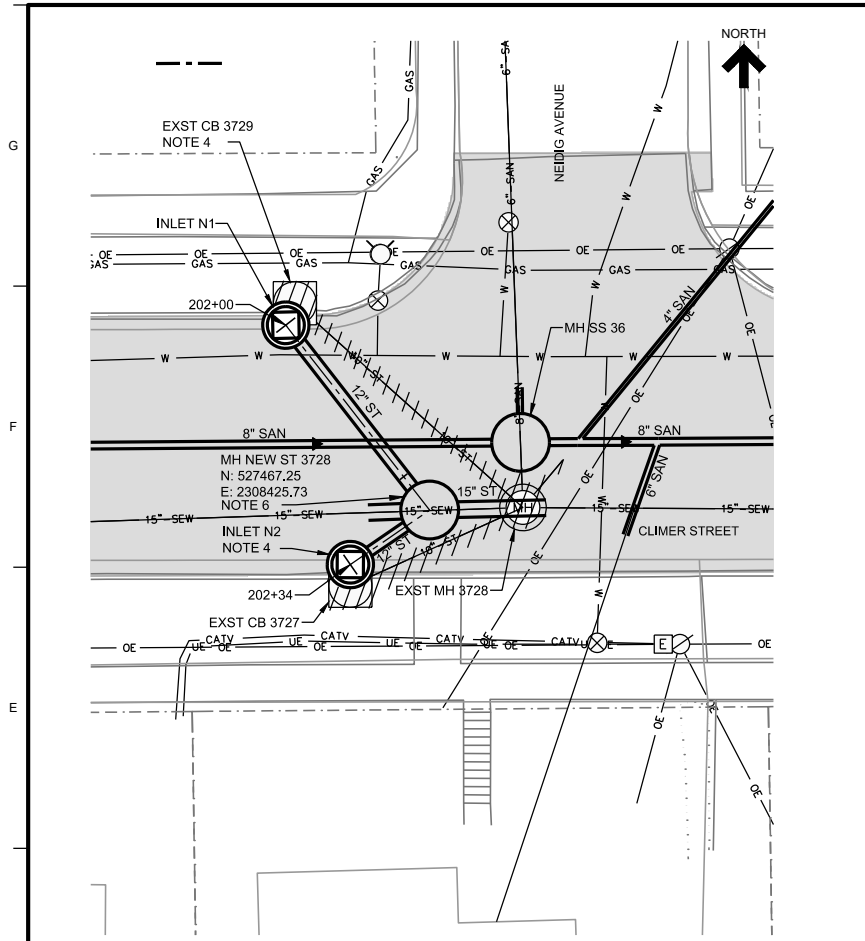
CITY OF MUSCATINE - PHASE 5
WEST SIDE AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

PAVEMENT REPLACEMENT PLAN & PROFILE CLIMER STREET - SHEET 6

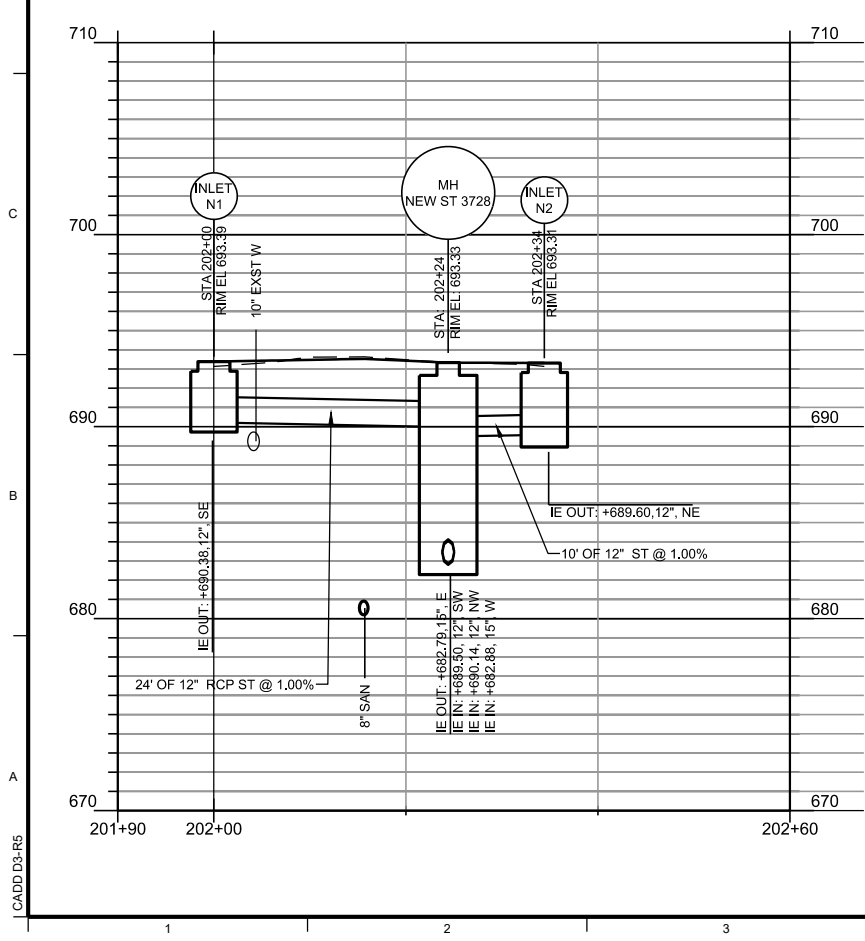
DESIGNED: PM JOHNSON	SCALE: AS NOTED
DRAWN: GM REEVES	NO. 17660-000
CHECKED: BC VEAL	REV.
APPROVED: BC VEAL	D.11
APPROVED: PM JOHNSON	1
DATE: FEBRUARY 18, 2021	



CADD D3-R5

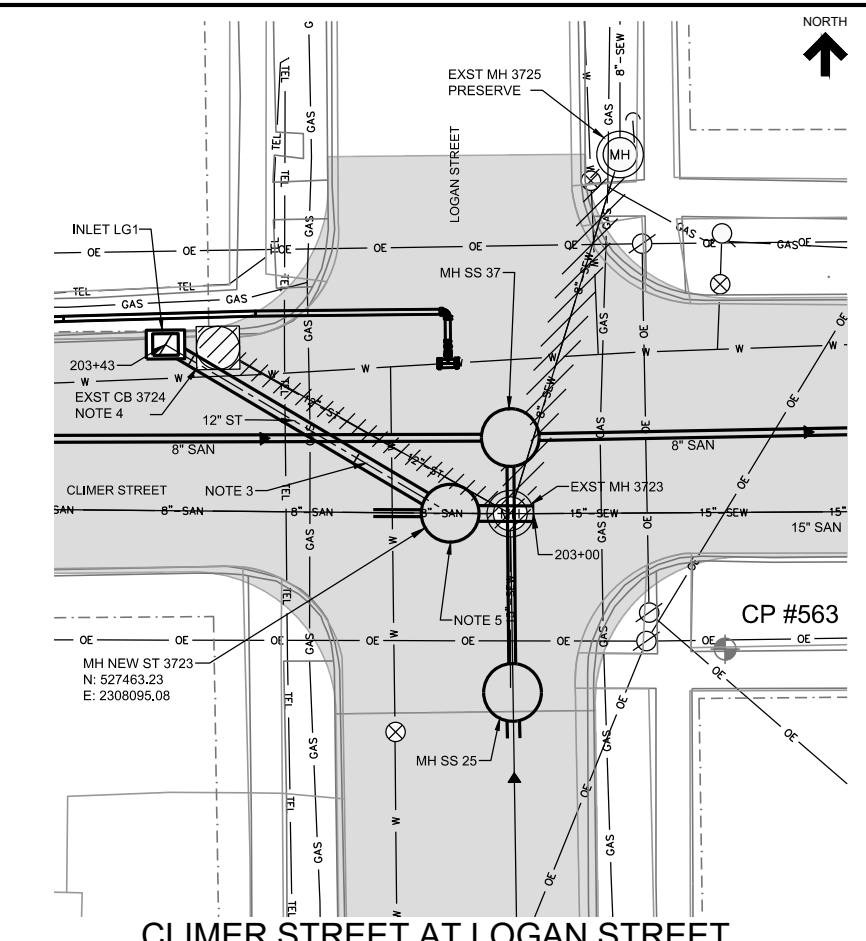


CLIMER STREET AT NEIDIG AVENUE
STA 202+00 TO 202+60
REFER TO MSA.07 FOR SAN SEWER

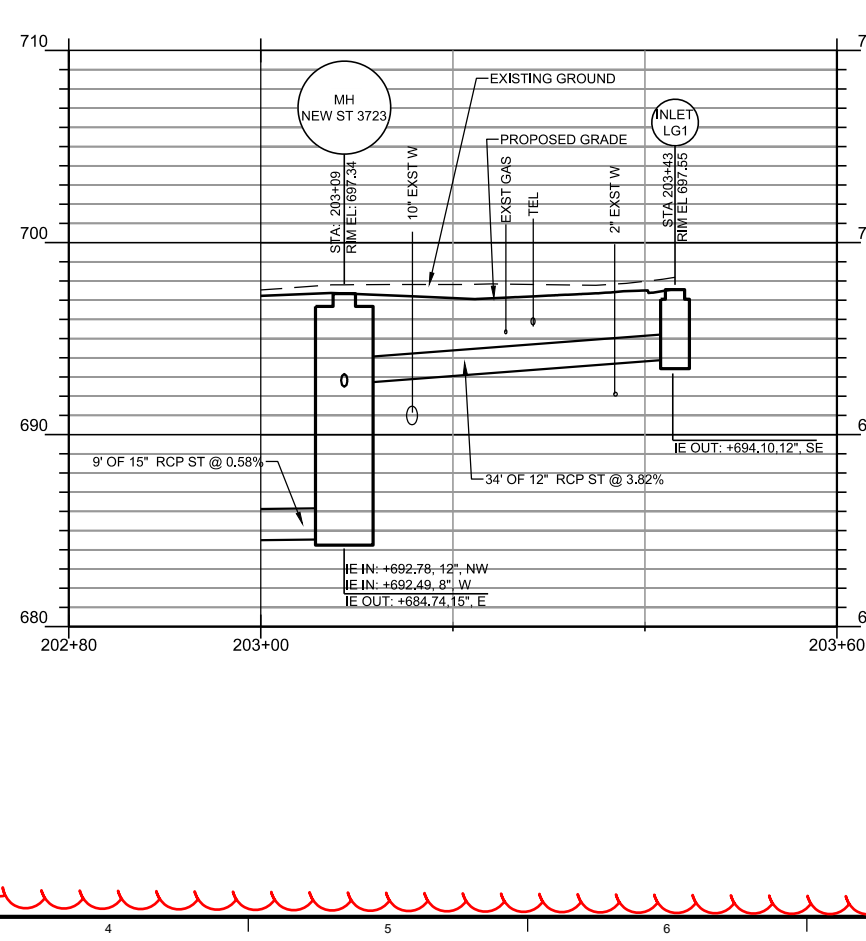


CADD D3-R5

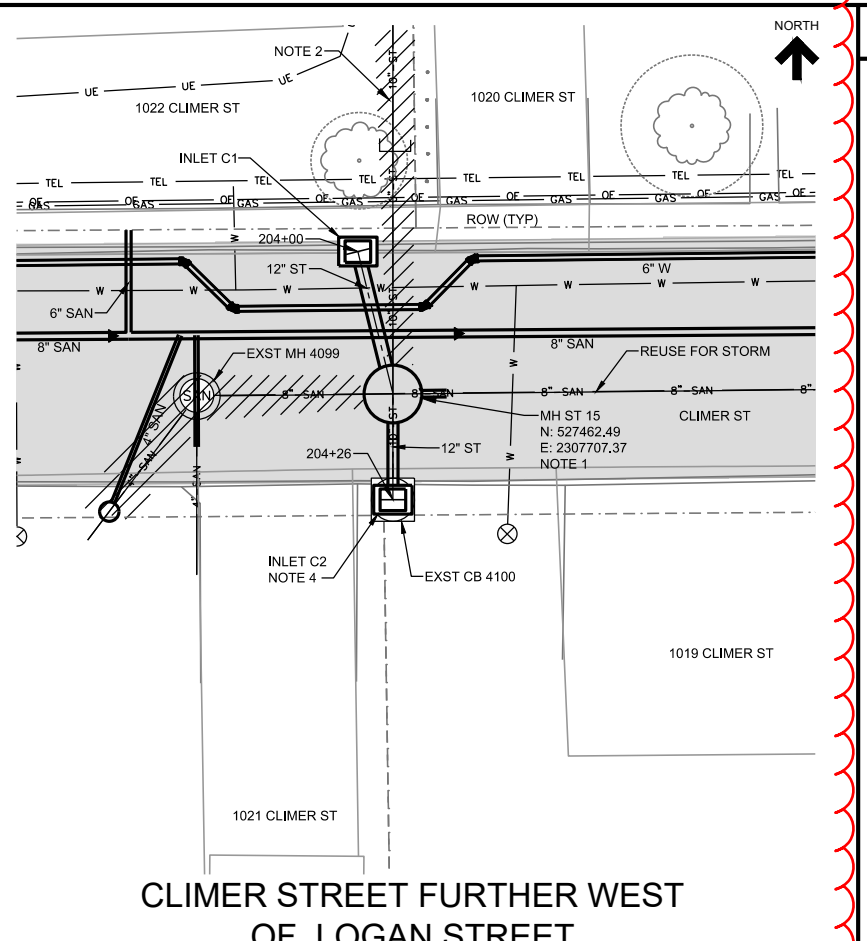
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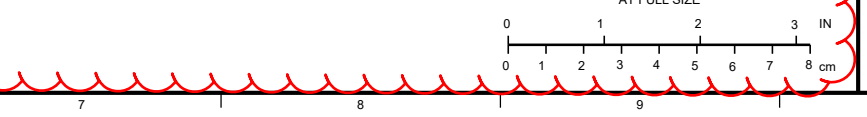
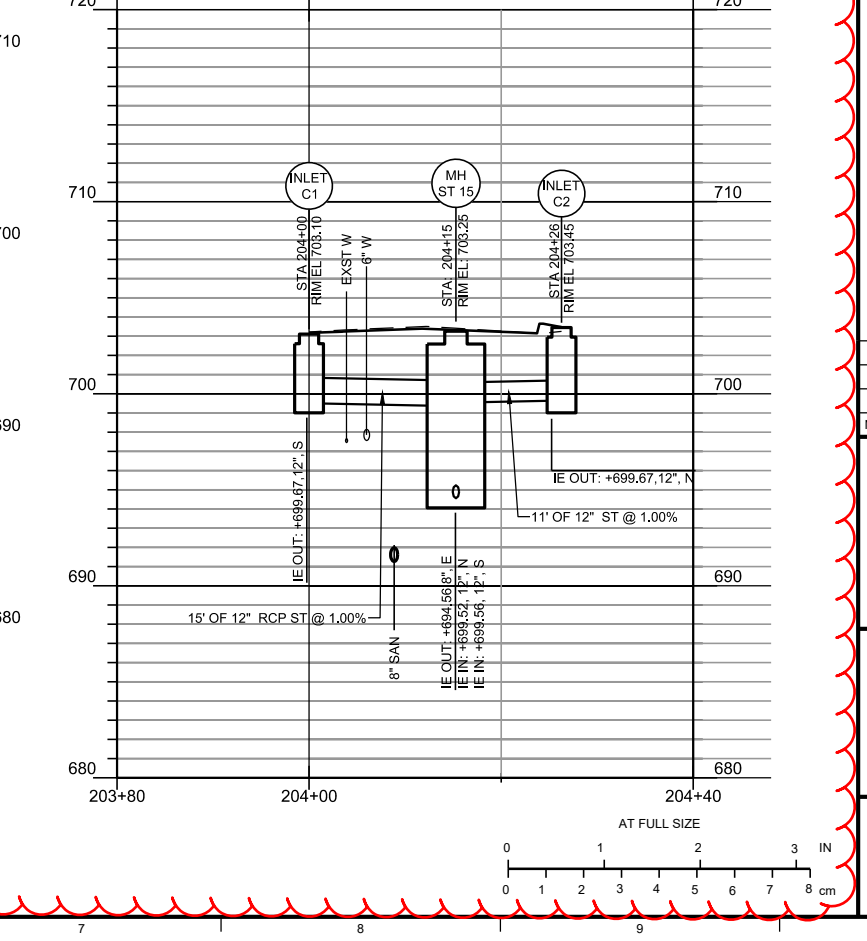
CLIMER STREET AT LOGAN STREET
STA 203+00 TO 203+60
REFER TO MSA.07 FOR SAN SEWER



4 5 6



CLIMER STREET FURTHER WEST
OF LOGAN STREET
STA 204+00 TO 204+40
REFER TO MSA.08 FOR SAN SEWER



7 8 9

NOTES

PHASE 5A

1. INSTALL NEW MH ST 15 OVER EXISTING 8-INCH SAN. EX SAN SHALL BE REUSED FOR ST.

2. REFER TO DRAWING MSA.08 FOR ABANDONMENT REQUIREMENTS.

3. INSTALL NEW INLET PIPE AT SIMILAR ELEVATION AND SLOPE AS EXISTING INLET PIPE TO BE ABANDONED TO AVOID EXISTING GAS, TEL, AND 10" WATER. ELEVATION OF CROSSING UTILITIES ARE UNKNOWN. POTHOLE EXISTING UTILITIES TO CONFIRM LOCATION.

4. REMOVE EXISTING INLETS AND INLET PIPING IN THEIR ENTIRETY. REPLACE WITH NEW AT LOCATIONS SHOWN. PLUG ALL OPEN PIPE ENDS; AND ABANDON REMAINING PIPING IN PLACE.

5. REMOVE EXISTING MH AND REPLACE WITH NEW MH ST 3723 AT LOCATIONS SHOWN. CONNECT TO EXISTING 8-INCH FROM EAST AND 15-INCH TO WEST.

6. REMOVE EXISTING MH 3728 AND REPLACE WITH NEW MH ST 3728 AT LOCATIONS SHOWN. CONNECT TO EXISTING 15" TO EAST AND WEST.

REVISED 9-9-23

REMOVE FROM PROJECT

NO.	REVISIONS	DSGN	CHKD	APVD	DATE

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CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

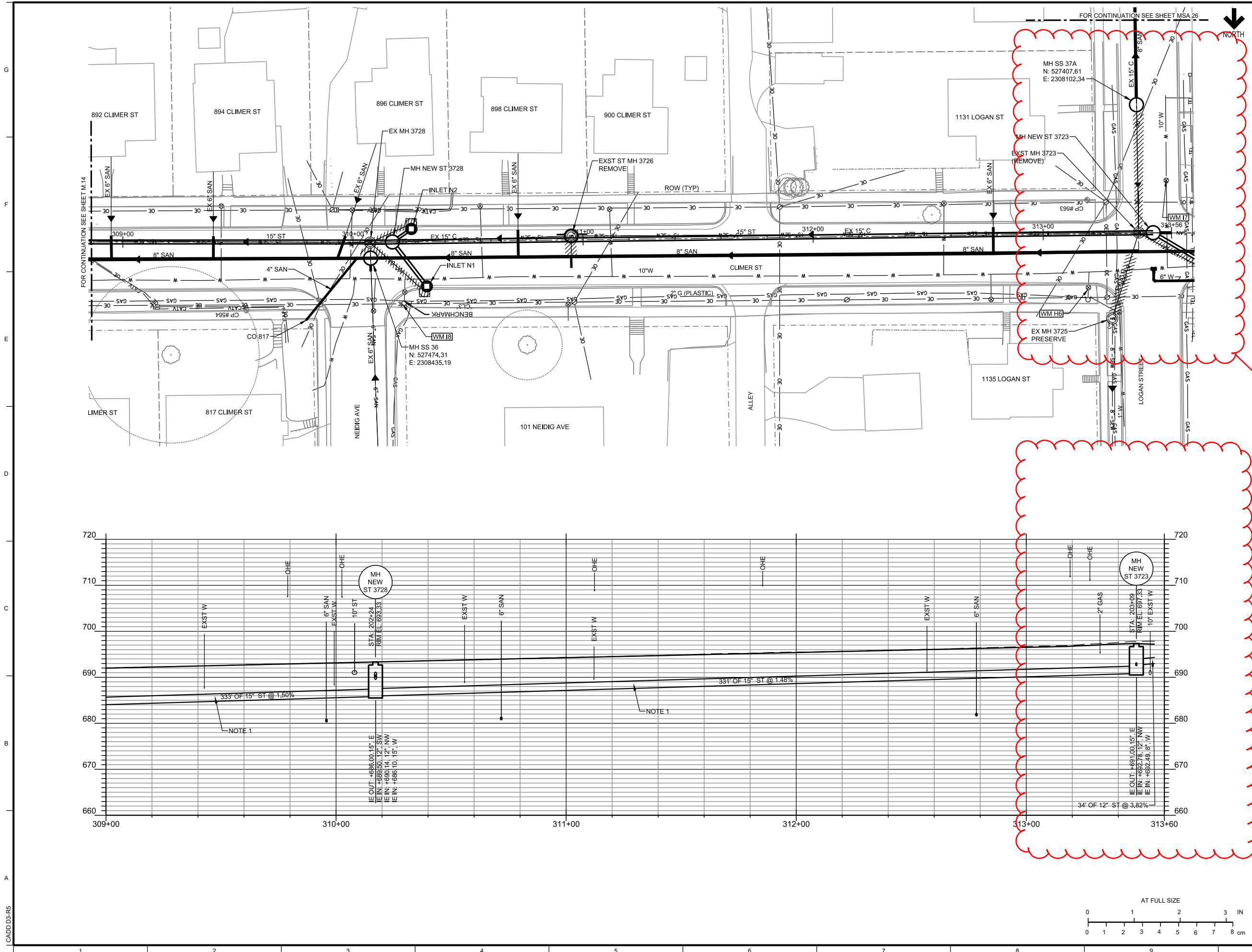
SANITARY SEWER
STORM PLAN & PROFILE
CLIMER ST

DESIGNED: KK HEIM
DRAWN: GM REEVES
CHECKED: ER SCHALLERT
APPROVED: JM BRADY
DATE: FEBRUARY 18, 2021

SCALE: AS NOTED
NO. 17860.50.00
REV. 0

11

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NOTES

PHASE 5A

1. INSTALL AT HIGHER ELEVATION THAN EXISTING COMBINED.

REVISED 9-9-23

REMOVE FROM PROJECT

0	ITC 009	KKH			7-15-2022
NO.	REVISIONS	DSGN	CHKD	APVD	DATE

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CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

STORM PLAN & PROFILE
CLIMER ST

DESIGNED_KK HEIM	SCALE: AS NOTED	NO. 17660.50.00	REV. 0
DRAWN_GM REEVES			
CHECKED_ER SCHALLERT			
APPROVED_JM BRADY			
APPROVED_KK HEIM			
DATE_FEBRUARY 18, 2021			

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AT FULL SIZE

0 1 2 3 4 5 6 7 8

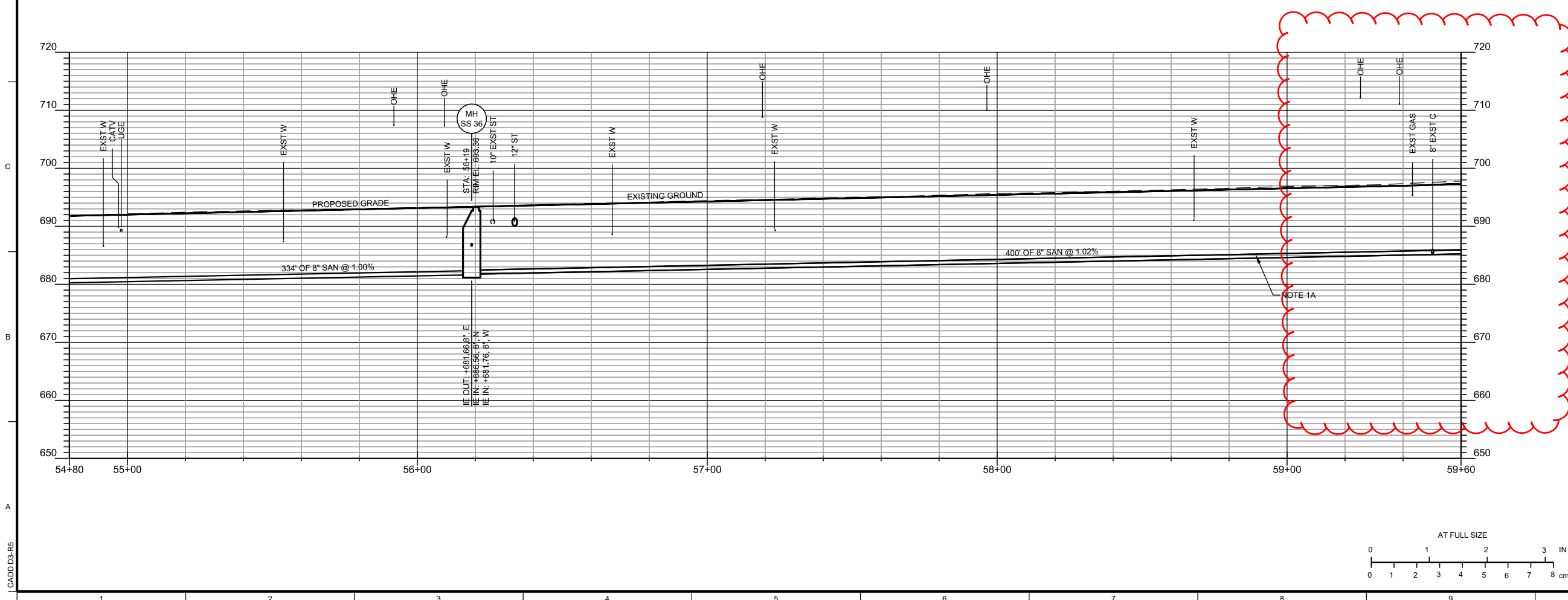
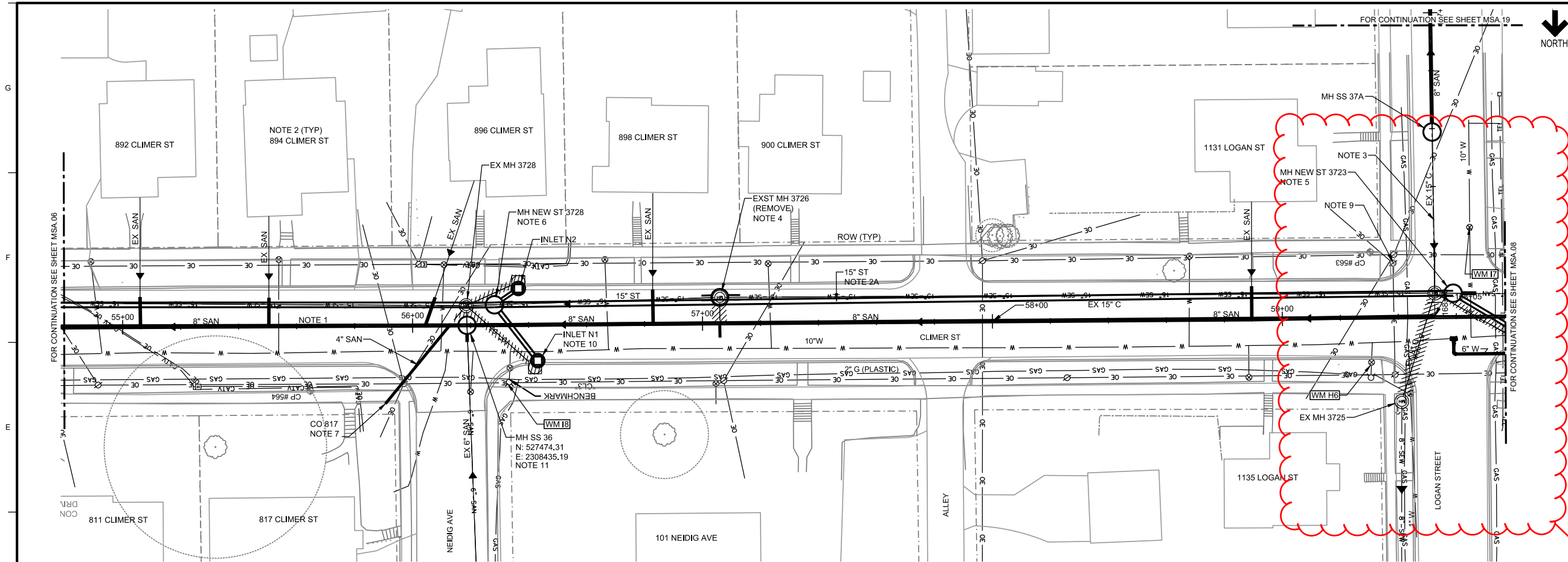
IN

CM

11

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CADD D3-R5



NOTES PHASE 5A

1. INSTALL NEW SANITARY. PROTECT EXISTING UTILITIES. EXISTING COMBINED SEWER WILL BE REUSED FOR STORM. LOCATE AND CONNECT ALL ACTIVE SANITARY SERVICES TO NEW SANITARY SEWER. PLUG ALL SERVICE CONNECTIONS TO EXISTING COMBINED SEWER WITH CONCRETE. CITY STAFF WILL BE AVAILABLE TO CONFIRM WHETHER SERVICE IS LIVE AND WHETHER IT IS STORM OR SANITARY.
 2. EVERY SANITARY SERVICE FROM PRIVATE PROPERTY IS NOT SHOWN. SERVICES VERIFIED BY SURVEY OR CITY INVESTIGATION ARE SHOWN. LOCATE ALL SERVICES AND CONNECT TO NEW SANITARY SEWER.
 3. SEE ITC 009 SHEET MSA.26 FOR NEW SANITARY ON LOGAN. SEE ITC MSA.19 SK3 FOR ADDITION OF STORM SEWER ON LOGAN TO LUCAS.
 4. REMOVE EXISTING MH 3726.
 5. REMOVE EXISTING MANHOLE AND REPLACE WITH NEW MH 3723 AT LOCATION SHOWN. CONNECT TO EXISTING 8-INCH FROM WEST, PLUG CONNECTION TO NORTHEAST AND ABANDON IN PLACE.
 6. REMOVE EXISTING MANHOLE AND REPLACE WITH NEW MH 3728 AT LOCATION SHOWN. CONNECT 6-INCH SANITARY FROM NEIDIG AVENUE TO NEW SANITARY SS36. CONNECT 4-INCH SANITARY FROM NORTHEAST INTO NEW SANITARY.
 7. INSTALL CLEANOUT IN GRASS BOULEVARD WHEN CONNECTING TO EXISTING SANITARY SERVICE LATERAL WITH HORIZONTAL CHANGE IN DIRECTION.
 8. NOT USED
 9. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION OF UTILITY POLE AND PROJECT COSTS.
 10. SEE SHEET M.05 FOR STORM INLET PROFILE.
 11. INSTALL INTERNAL DROP CONNECTION. SEE SHEET A.04 FOR DETAIL.
- 1A. ELEVATION OF SANITARY RAISED APPROXIMATELY 0.5' TO 3' BETWEEN SS 35 AND SS 38. SANITARY SERVICE LINES ARE NOT SHOWN IN PROFILE.
- 2A. SEE SHEET M.15 FOR NEW STORM.

REVISED 9-9-23

REMOVE FROM PROJECT

0	ITC 009	KKH			7-15-2022
NO.	REVISIONS	DSGN	CHKD	APVD	DATE



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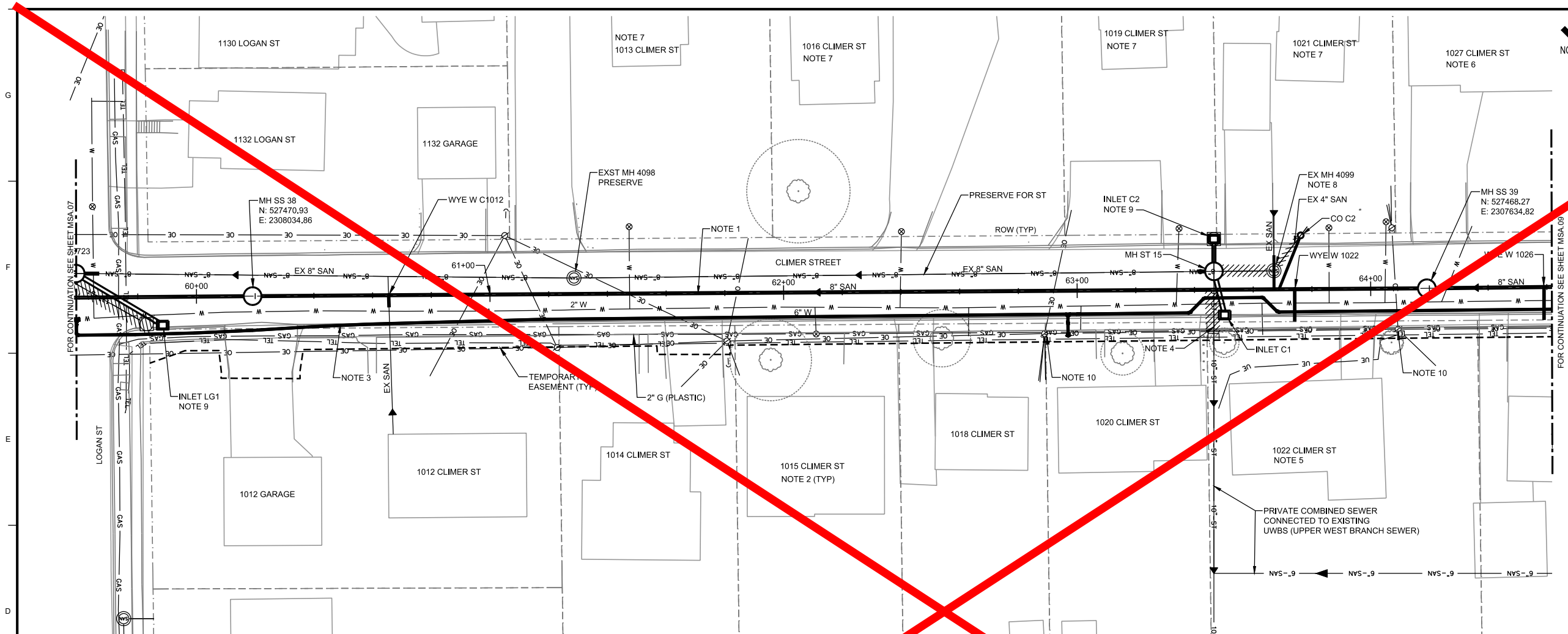
CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

**SANITARY SEWER
PLAN & PROFILE
CLIMER ST - ITC 009 -SHEET 2**

DESIGNED	KK HEIM	SCALE:	AS NOTED
DRAWN	GM REEVES	NO.	17860.50.00
CHECKED	ER SCHALLERT	REV.	
APPROVED	JM BRADY		
DATE	FEBRUARY 18, 2021		

MSA.07A	0
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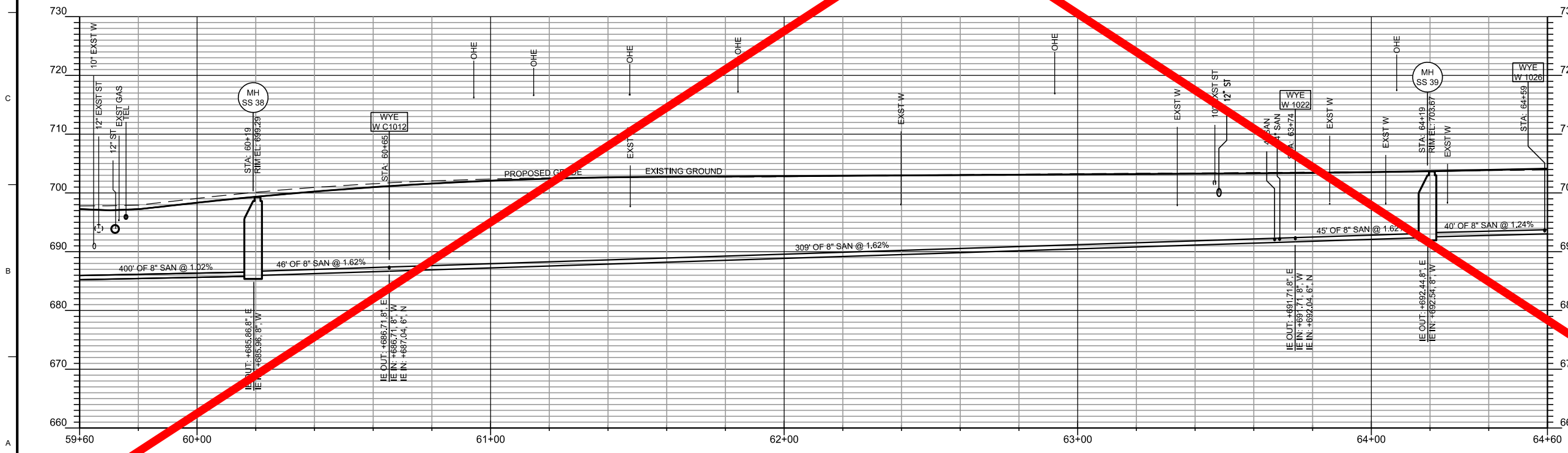
CADD D3-R5



NOTES PHASE 5A

1. INSTALL NEW SANITARY. LOCATE AND CONNECT ALL ACTIVE SANITARY SERVICE CONNECTIONS FROM EXISTING SANITARY TO NEW SANITARY. PLUG ALL OPEN PIPE ENDS WITH CONCRETE. PRESERVE EXISTING SANITARY FOR STORM.
2. EVERY SANITARY SERVICE FROM PRIVATE PROPERTY IS NOT SHOWN. SERVICE VERIFIED BY SURVEY OR CITY INVESTIGATION ARE SHOWN. LOCATE ALL SERVICES AND CONNECT TO NEW SANITARY SEWER.
3. THE MPW PLANS FOR WATER MAIN REPLACEMENT REQUIREMENTS ON CLIMER BETWEEN LOGAN AND LUCAS.
4. DISCONNECT AND PLUG OFF EXISTING 10-INCH ST LINE NEAR ROW WITH A MINIMUM LENGTH OF 2' OF CONCRETE.
5. INSTALL NEW SANITARY SEWER CONNECTION FOR FOLLOWING ADDRESSES 1022, 1026, 1028, 1030, 1032, 1034, 1036, 1045 CLIMER STREET. INSTALL SERVICE WYES IN NEW SANITARY SEWER TRUNK LINE AND 6-INCH SERVICE LINE TO ROW AT 1% SLOPE. CAP SERVICE LINE AND MARK FOR FUTURE CONNECTION BY PROPERTY OWNER.
6. PROPERTY 1027 SANITARY SERVICE FLOWS TO LUCAS STREET.
7. SANITARY SERVICE FOR THIS HOUSE IS KNOWN TO FLOW TO CLIMER STREET. CONNECT TO NEW SANITARY AND PLUG CONNECTION TO EXISTING SAN.
8. REMOVE EX MH 4099 IN ITS ENTIRETY AND CONNECT SAN SERVICES TO NEW SANITARY. SPACE OUT SEWER WYES TO FIT ON BRANCH SEWER. SEWER SERVICE RISERS MAY BE NEEDED. PLUG ALL OPEN PIPE ENDS WITH CONCRETE. INSTALL CLEANOUTS NEAR ROW LINE WHEN CONNECTING TO EXISTING SERVICE LATERAL WITH HORIZONTAL DIRECTION CHANGE.
9. REFER TO M.05 FOR STORM SEWER INLET PROFILE.
10. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION OF UTILITY POLE AND PROJECT COSTS.

REVISED 9-9-23



1	ITC 009	KKH			7-15-2022
NO.	REVISIONS	DSGN	CHKD	APVD	DATE



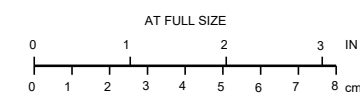
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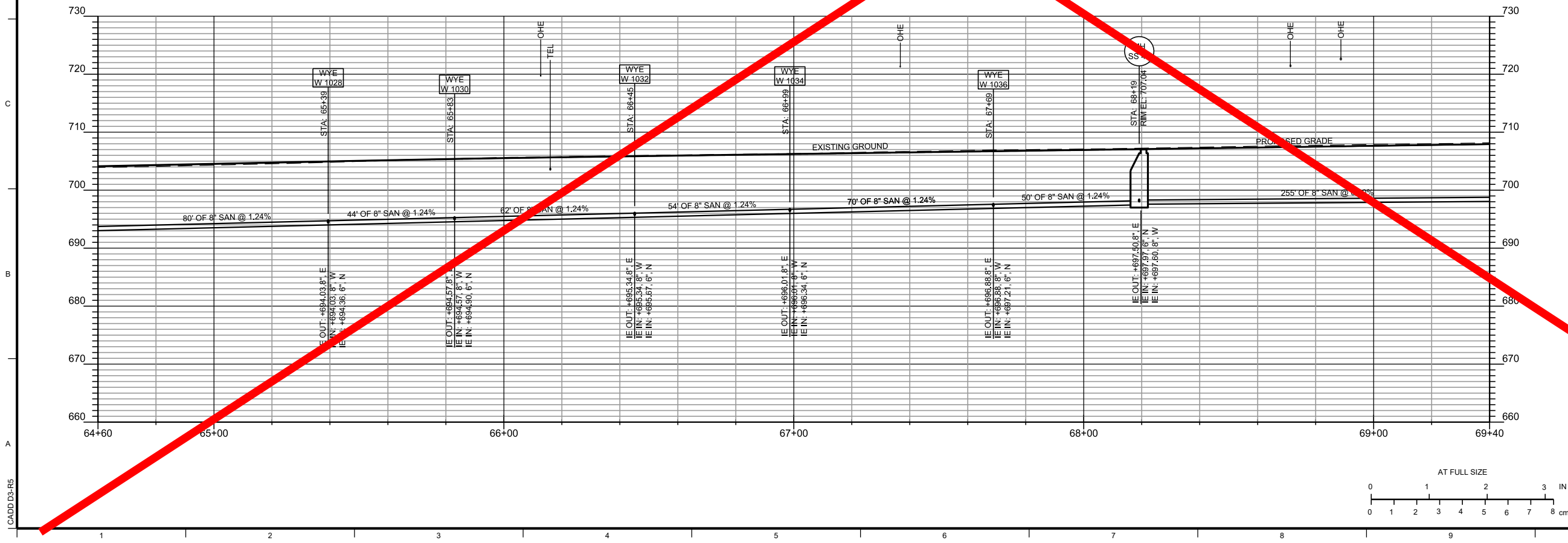
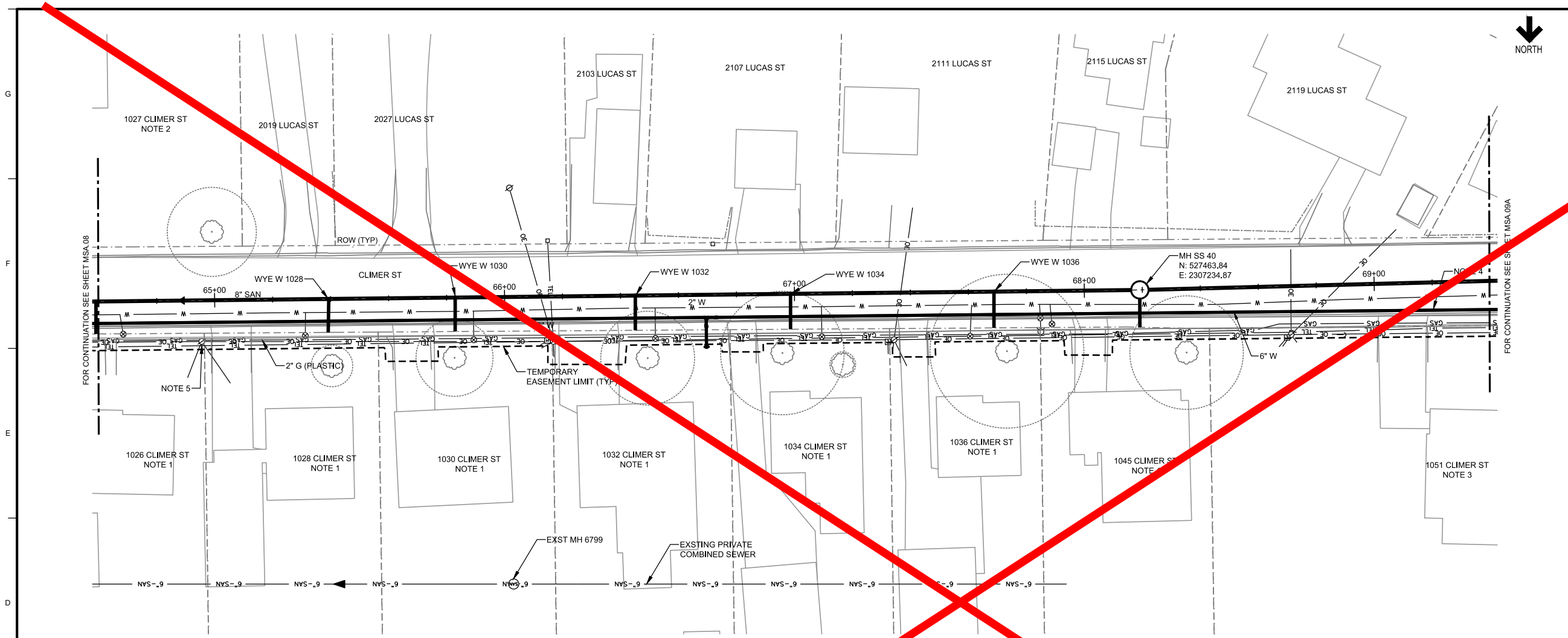
CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

SANITARY SEWER PLAN & PROFILE CLIMER STREET - SHEET 5

DESIGNED: KK HEIM	SCALE: AS NOTED	MSA.08	1
DRAWN: GM REEVES	NO. 2760.50.00		
CHECKED: ER SCHALLERT			
APPROVED: JM BRADY			
DATE: FEBRUARY 18, 2021			



CADD D3-R5



NOTES PHASE 5A

1. SANITARY HOUSE SERVICE FOR 1045, 1036, 1034, 1051, 1030, 1028, 1026, 1022 CLIMER STREET ARE CURRENTLY CONNECTED TO PRIVATE SEWER TO THE NORTH. INSTALL SERVICE WYES IN NEW SANITARY TRUNK LINE AND 6-INCH SERVICE LINE AT 1% SLOPE MINIMUM TO ROW LINE. CAP SERVICE LINE AND MARK FOR FUTURE CONNECTION BY PROPERTY OWNER.
2. SANITARY HOUSE SERVICE FOR 1027 CLIMER STREET GOES TO LUCAS STREET.
3. SANITARY HOUSE SERVICE FOR 1051, 1055 AND 1057 CLIMER STREET ARE ON A STACKED PRIVATE SERVICE CONNECTED TO LUCAS STREET COMBINED SEWER NEAR EXISTING INLET CB3551. CONNECT HOUSES TO NEW SANITARY WITH SEPARATE SERVICE CONNECTIONS.
4. SEE MPW PLANS FOR WATER MAIN REPLACEMENT REQUIREMENTS ON CLIMER BETWEEN LOGAN AND LUCAS.
5. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION OF UTILITY POLE AND PROJECT COSTS.

REVISED 9-9-23

NO.	REVISIONS	DSGN	CHKD	APVD	DATE



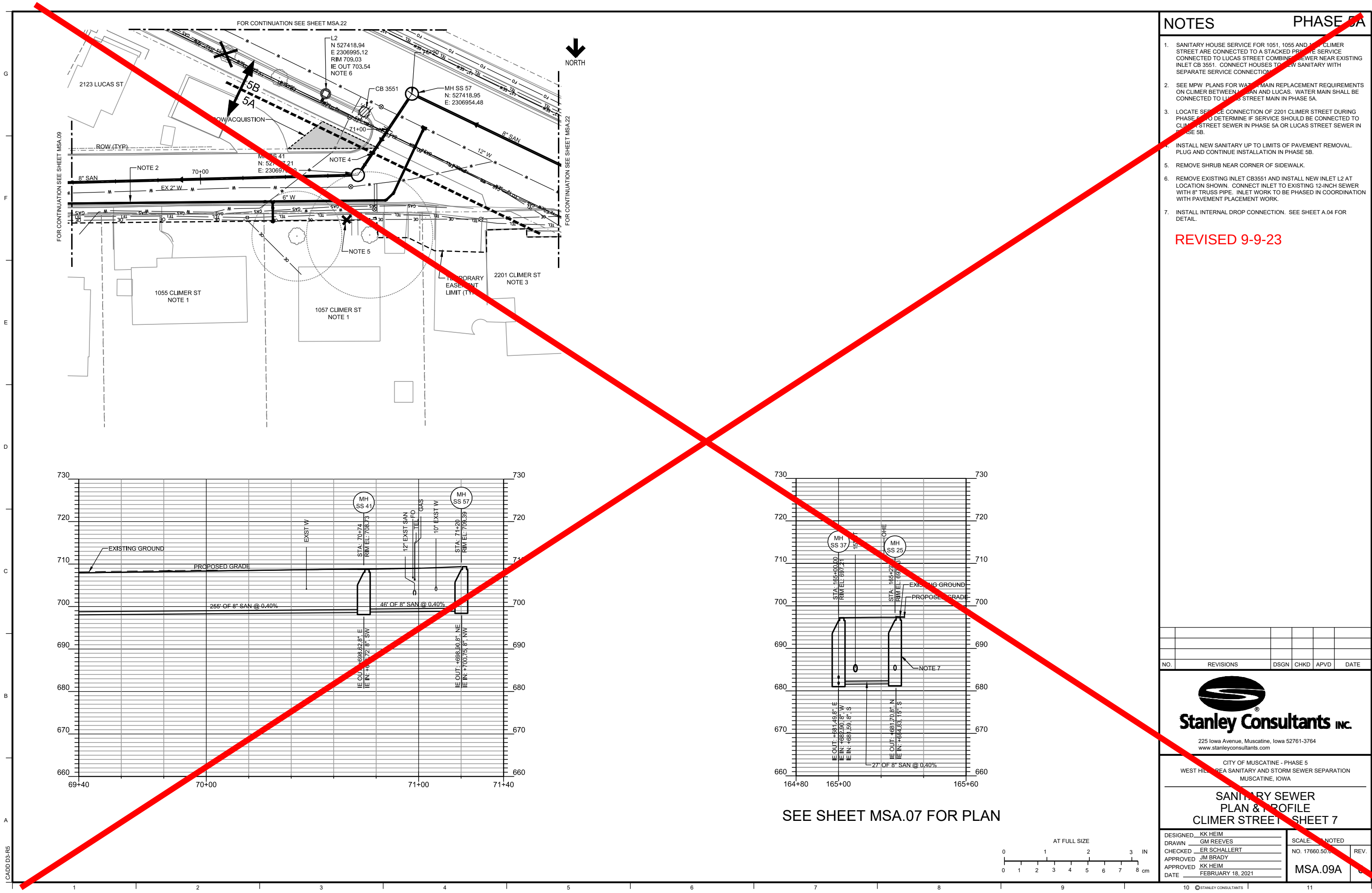
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CITY OF MUSCATINE - PHASE 5
WESTERN AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

**SANITARY SEWER
PLAN & PROFILE
CLIMER STREET - SHEET 6**

DESIGNED: KK HEIM	SCALE: AS NOTED
DRAWN: GM REEVES	NO. 17660-000
CHECKED: ER SCHALLERT	REV. 0
APPROVED: JM BRADY	
DATE: FEBRUARY 18, 2021	

MSA.09



NOTES PHASE 5A

1. SANITARY HOUSE SERVICE FOR 1051, 1055 AND 1057 CLIMER STREET ARE CONNECTED TO A STACKED PRIVATE SERVICE CONNECTED TO LUCAS STREET COMBINED SEWER NEAR EXISTING INLET CB 3551. CONNECT HOUSES TO NEW SANITARY WITH SEPARATE SERVICE CONNECTION.
2. SEE MPW PLANS FOR WATER MAIN REPLACEMENT REQUIREMENTS ON CLIMER BETWEEN LUCAS AND LUCAS. WATER MAIN SHALL BE CONNECTED TO LUCAS STREET MAIN IN PHASE 5A.
3. LOCATE SERVICE CONNECTION OF 2201 CLIMER STREET DURING PHASE 5A TO DETERMINE IF SERVICE SHOULD BE CONNECTED TO CLIMER STREET SEWER IN PHASE 5A OR LUCAS STREET SEWER IN PHASE 5B.
4. INSTALL NEW SANITARY UP TO LIMITS OF PAVEMENT REMOVAL. PLUG AND CONTINUE INSTALLATION IN PHASE 5B.
5. REMOVE SHRUB NEAR CORNER OF SIDEWALK.
6. REMOVE EXISTING INLET CB3551 AND INSTALL NEW INLET L2 AT LOCATION SHOWN. CONNECT INLET TO EXISTING 12-INCH SEWER WITH 8" TRUSS PIPE. INLET WORK TO BE PHASED IN COORDINATION WITH PAVEMENT PLACEMENT WORK.
7. INSTALL INTERNAL DROP CONNECTION. SEE SHEET A.04 FOR DETAIL.

REVISED 9-9-23

NO.	REVISIONS	DSGN	CHKD	APVD	DATE



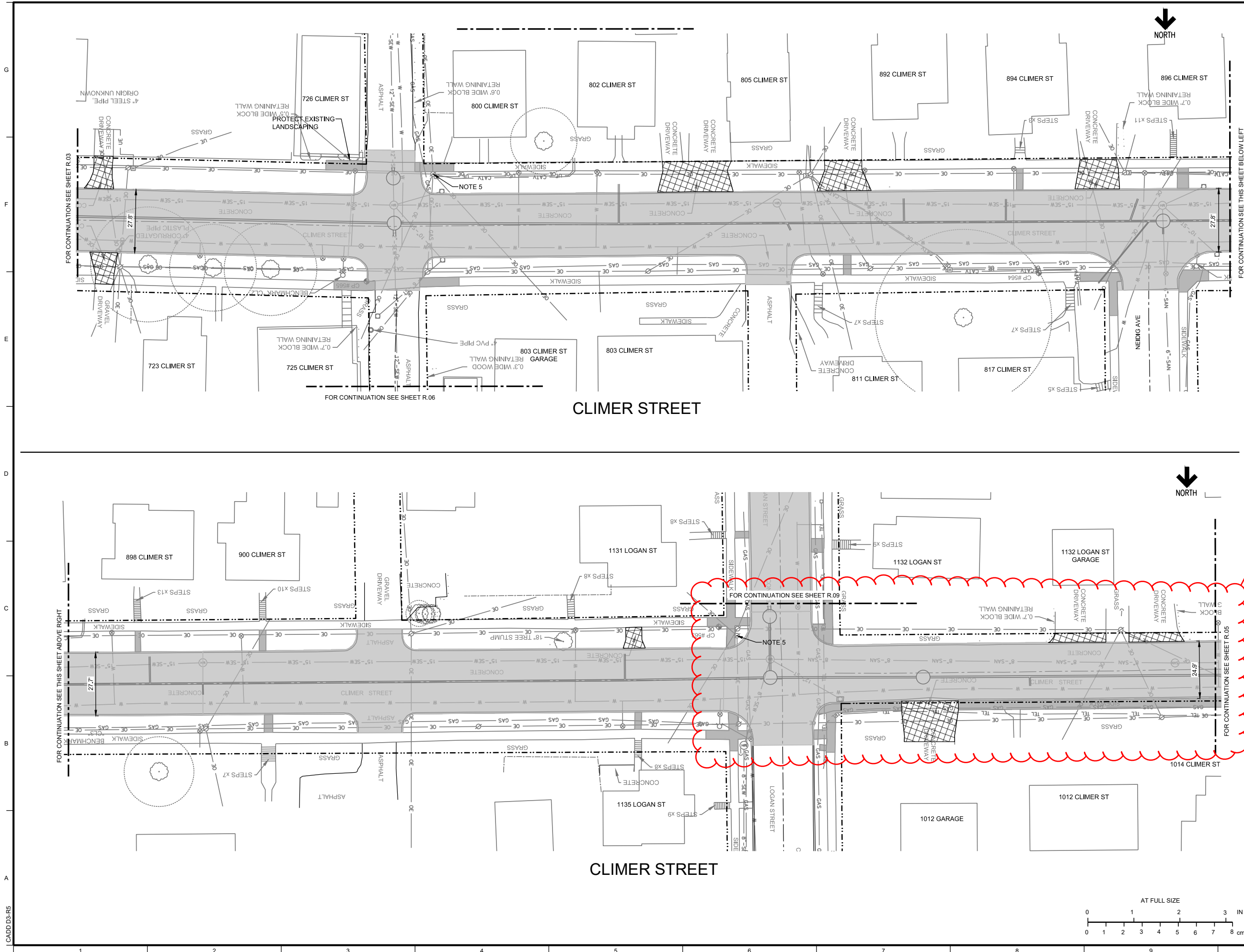
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CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

SANITARY SEWER
PLAN & PROFILE
CLIMER STREET SHEET 7

DESIGNED: KK HEIM	SCALE: AS NOTED	REV.
DRAWN: GM REEVES	NO. 17660.50.0	
CHECKED: ER SCHALLERT		
APPROVED: JM BRADY		
APPROVED: KK HEIM		
DATE: FEBRUARY 18, 2021	MSA.09A	



PHASE 5

NOTES

1. FOR PAVEMENT DEMOLITION NOTES, SEE GENERAL NOTES ON DRAWING R.00.

2. MAKE A CLEAN FULL DEPTH SAW CUT AT DEMO LIMITS AND AT PHASE BOUNDARIES. SEE PLAN FOR PHASE DIVIDING LINE.

3. IF ADDITIONAL UTILITY POLES OR FIRE HYDRANTS ARE IDENTIFIED TO BE IN CONFLICT WITH PROPOSED WORK, IDENTIFY AND COORDINATE WITH CITY AND MPW FOR REMOVAL, REPLACEMENT, AND PROJECT COSTS.

4. PRESERVE RETAINING WALL, STAIRS OR FEATURES WHICH ARE IMMEDIATELY ADJACENT. ANY DAMAGE THAT MAY OCCUR TO THESE FEATURES DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED. COORDINATION WITH THE CITY REQUIRED. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR THIS WORK.

5. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION OF UTILITY POLE AND PROJECT COSTS.

REVISED 9-9-23

REMOVE FROM PROJECT

LEGEND

PAVEMENT DEMOLITION

SIDEWALK DEMOLITION

DRIVEWAY DEMOLITION

TREE DEMOLITION

NO.	REVISIONS	DSGN	CHKD	APVD	DATE

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CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

PAVEMENT DEMOLITION PLAN
CLIMER ST- SHEET 4

DESIGNED: PM JOHNSON

DRAWN: GM REEVES

CHECKED: BC VEAL

APPROVED: BC VEAL

DATE: FEBRUARY 18, 2021

SCALE: AS NOTED

NO. 17660.50.00

REV. 0

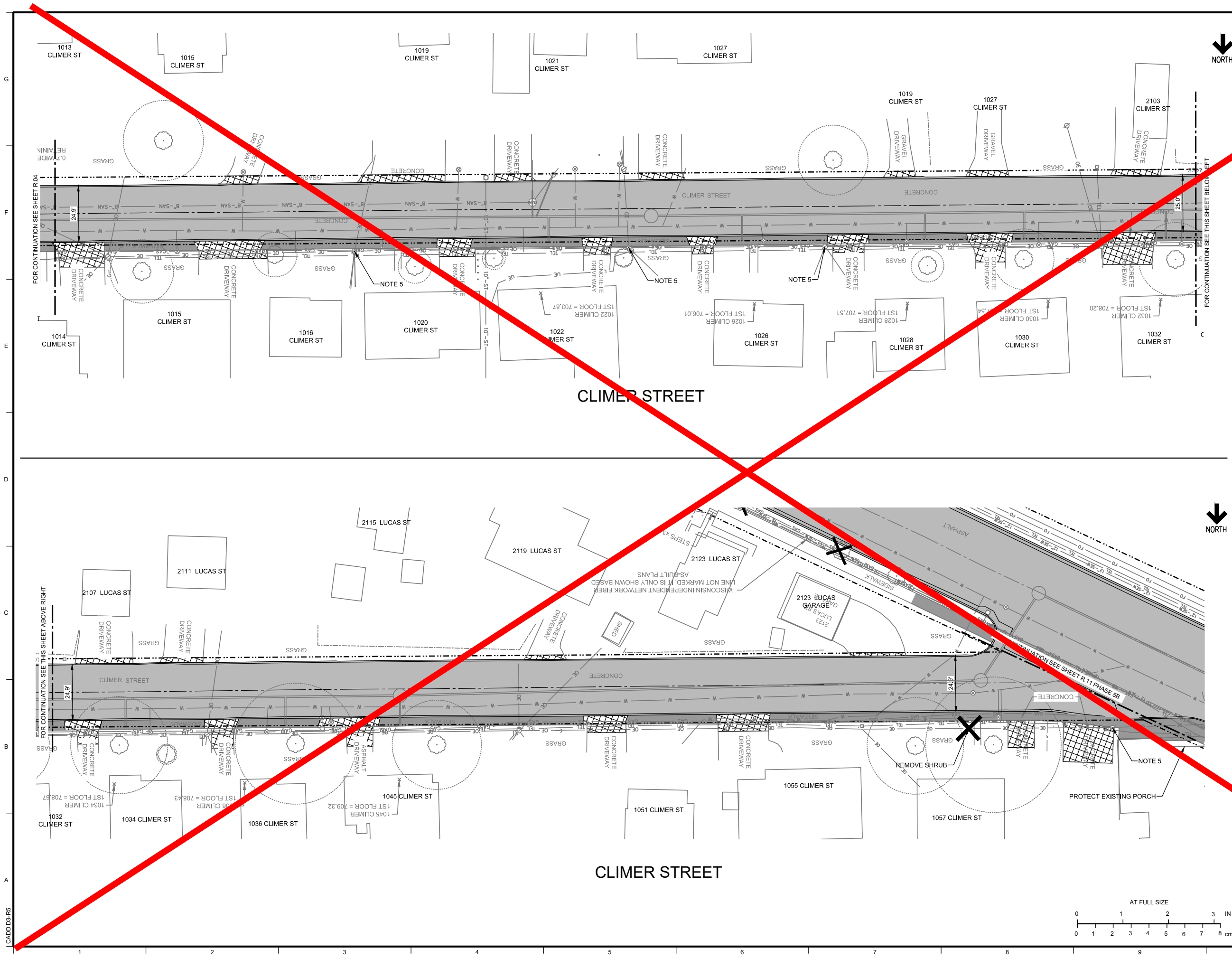
AT FULL SIZE

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0 1 2 3 4 5 6 7 8 cm

CADD D3-R5

Page 205 of 268



PHASE 5

NOTES

1. FOR PAVEMENT DEMOLITION NOTES, SEE GENERAL NOTES ON DRAWING R.00.

2. MAKE A CLEAN FULL DEPTH SAW CUT AT DEMO LIMITS AND AT PHASE BOUNDARIES. SEE PLAN FOR PHASE DIVIDING LINE.

3. IF ADDITIONAL UTILITY POLES OR FIRE HYDRANTS ARE IDENTIFIED TO BE IN CONFLICT WITH PROPOSED WORK, IDENTIFY AND COORDINATE WITH CITY AND MPW FOR REMOVAL, REPLACEMENT, AND PROJECT COSTS.

4. PRESERVE RETAINING WALL, STAIRS OR FEATURES WHICH ARE IMMEDIATELY ADJACENT. ANY DAMAGE THAT MAY OCCUR TO THESE FEATURES DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED. COORDINATION WITH THE CITY REQUIRED. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR THIS WORK.

5. COORDINATE WITH MPW FOR REMOVAL AND RELOCATION OF UTILITY POLE AND PROJECT COSTS.

REVISED 9-9-23

LEGEND

PAVEMENT DEMOLITION

SIDEWALK DEMOLITION

DRIVEWAY DEMOLITION

TREE DEMOLITION

NO.	REVISIONS	DSGN	CHKD	APVD	DATE

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CITY OF MUSCATINE - PHASE 5

WEST SIDE AREA SANITARY AND STORM SEWER SEPARATION

MUSCATINE, IOWA

PAVEMENT DEMOLITION PLAN

CLIMER ST - SHEET 5

DESIGNED: PM JOHNSON

DRAWN: CM REEVES

CHECKED: BC VEAL

APPROVED: BC VEAL

DATE: FEBRUARY 18, 2021

SCALE: AS NOTED

NO. 17660.5

REV. 0

R.05

AT FULL SIZE

0 1 2 3 4 5 6 7 8

IN

0 1 2 3 4 5 6 7 8

cm

CADD D3-R5

11

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Page 206 of 268

NOTES

1. REVISED 9-9-23

LEGEND

- ADA TURN SPACE
- ADA RAMP
- ADA TRANSITION
- DETECTABLE WARNING SURFACE



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CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

SIDEWALK RAMP LAYOUT - SHEET 7
CLIMER ST & LOGAN ST - NORTH SIDE

DESIGNED	ER SCHALLERT	SCALE	1" = 10'
DRAWN	GM REEVES	NO.	17660-00
CHECKED	PM JOHNSON	REV.	
APPROVED	PM JOHNSON		
APPROVED	ER SCHALLERT		
DATE	FEBRUARY 18, 2021		



NOTES

1. REVISED 9-9-23

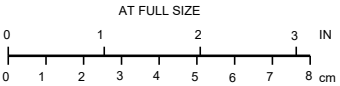
LEGEND

- ADA TURN SPACE
- ADA RAMP
- ADA TRANSITION
- DETECTABLE WARNING SURFACE

CLIMER ST & LOGAN ST , SOUTHWEST CORNER

CLIMER ST & LOGAN ST , SOUTHEAST CORNER

Point to Point		Sidewalk Designation	PCC Sidewalk (2)	Distance*	Δ Elevation	Slope	Legally Acceptable Range	Difference between Designed Slope and Maximum Legally Acceptable Range	Acceptable Constructed Range	Does Designer need to obtain design approval for Method's Engineer?	Working Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES				
				FT	FT	%	Pos. or Neg.	Acceptable Range	Pos. or Neg.	Method's Engineer?	Quadrant?	%			Point	Northing	Easting	Elevation	
		Lucas and Green- NW corner																	
310	311	Crosswalk Cross Slope - Yield Condition	6	5.82	0.12	2.1%	0.0% to 2.0%	-0.1%	0.0% to 2.0%	Yes						300	5262+60.01	2310204.02	694.62
312	313	Ramp Cross Slope	6	5.92	-0.09	-1.4%	0.1% to 2.0%	0.6%	0.1% to 2.0%							301	5262+59.67	2310209.25	694.61
304	306	Ramp Cross Slope	6	5.00	0.09	1.9%	0.1% to 2.0%	0.1%	0.1% to 2.0%	Yes	Yes					302	5262+60.28	2310209.51	694.65
312	306	Ramp Running Slope	6	6.65	0.04	0.6%	0.5% to 8.3%	7.7%	0.5% to 8.3%							303	5262+60.56	2310204.23	694.66
313	304	Ramp Running Slope	6	3.61	0.03	0.8%	0.5% to 8.3%	7.5%	0.5% to 8.3%							304	5262+62.78	2310200.52	694.87
304	306	Landing/Turning Space	4	5.00	0.09	1.9%	0.1% to 2.0%	0.1%	0.1% to 2.0%	Yes	Yes					305	5262+64.53	2310205.75	694.91
305	307	Landing/Turning Space	4	5.00	0.08	1.6%	0.1% to 2.0%	0.1%	0.1% to 2.0%	Yes	Yes					306	5262+67.35	2310202.48	694.96
306	307	Landing/Turning Space	4	5.00	0.03	0.5%	0.1% to 2.0%	0.5%	0.1% to 2.0%							307	5262+69.21	2310207.53	694.99
304	305	Landing/Turning Space	4	5.00	0.04	0.8%	0.1% to 2.0%	1.2%	0.1% to 2.0%							308	5262+66.20	2310201.03	694.94
304	305	Ramp Cross Slope	6	5.00	0.04	0.8%	0.1% to 2.0%	1.2%	0.1% to 2.0%							309	5262+70.46	2310202.66	694.84
303	302	Ramp Cross Slope	6	5.28	-0.01	-0.2%	0.1% to 2.0%	1.8%	0.1% to 2.0%							310	5262+61.26	2310204.67	694.80
303	305	Ramp Running Slope	6	4.26	0.25	5.9%	0.5% to 8.3%	2.4%	0.5% to 8.3%							311	5262+64.00	2310209.28	694.92
302	304	Ramp Running Slope	6	2.69	0.22	8.2%	0.5% to 8.3%	0.1%	0.5% to 8.3%	Yes	Yes					312	5262+65.02	2310208.70	694.93
305	307	Sidewalk Cross Slope	4	5.00	0.08	1.6%	0.5% to 2.0%	0.4%	0.5% to 2.0%	Yes	Yes					313	5262+61.54	2310203.91	694.84
308	309	Match Existing Cross Slope	4	5.00	-0.09	-1.9%	Match Existing	FALSE	Match Existing							341	5262+43.54	2310339.47	696.24
309	307	Sidewalk Running Slope	4	5.00	0.15	2.9%	0.5% to 5.0%	2.1%	0.5% to 5.0%							342	5262+45.07	2310334.68	696.17
308	305	Sidewalk Running Slope	4	5.00	-0.03	-0.6%	0.5% to 5.0%	4.4%	0.5% to 5.0%							343	5262+48.82	2310324.33	695.49
		Lucas and Green- NE corner														344	5262+48.61	2310324.90	695.53
																345	5262+53.55	2310325.94	695.42
344	342	Crosswalk Cross Slope - Yield Condition	6	5.00	0.06	1.3%	0.0% to 2.0%	0.7%	0.0% to 2.0%							346	5262+51.35	2310326.49	695.46
343	345	Ramp Cross Slope	6	5.00	-0.07	-1.4%	0.1% to 2.0%	0.6%	0.1% to 2.0%							347	5262+49.01	2310336.45	696.11
341	346	Ramp Cross Slope	6	5.00	-0.06	-1.2%	0.1% to 2.0%	0.6%	0.1% to 2.0%							348	5262+48.22	2310341.22	696.19
345	346	Ramp Running Slope	6	10.59	0.05	0.1%	0.5% to 8.3%	2.2%	0.5% to 8.3%							349	5262+54.37	2310338.33	696.05
343	341	Ramp Running Slope	6	10.40	0.04	0.2%	0.5% to 8.3%	2.1%	0.5% to 8.3%										
341	346	Landing/Turning Space	4	5.00	-0.06	-1.2%	0.1% to 2.0%	0.8%	0.1% to 2.0%										
341	340	Landing/Turning Space	4	5.00	0.07	1.5%	0.1% to 2.0%	0.5%	0.1% to 2.0%										
340	347	Landing/Turning Space	4	5.00	-0.06	-1.2%	0.1% to 2.0%	0.8%	0.1% to 2.0%										
346	347	Landing/Turning Space	4	5.00	0.08	1.5%	0.1% to 2.0%	0.5%	0.1% to 2.0%										
346	348	Sidewalk Running Slope	4	5.00	-0.06	-1.1%	0.5% to 5.0%	3.9%	0.5% to 5.0%										
349	347	Sidewalk Running Slope	4	4.50	0.03	0.7%	0.5% to 5.0%	4.3%	0.5% to 5.0%										
348	349	Match Existing Cross Slope	4	3.91	0.10	2.6%	Match Existing	FALSE	Match Existing										



225 Iowa Avenue, Muscatine, Iowa 52761-3764
www.stanleyconsultants.com

CITY OF MUSCATINE - PHASE 5
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

SIDEWALK RAMP LAYOUT - SHEET 8
CLIMER ST & LOGAN ST - SOUTH SIDE

DESIGNED: ER SCHALLERT
DRAWN: GM REEVES
CHECKED: PM JOHNSON
APPROVED: PM JOHNSON
APPROVED: ER SCHALLERT
DATE: FEBRUARY 18, 2021

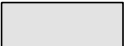
SCALE: 1" = 10'
NO. 2680.50.00
REV. 0

NOTES

1.

REVISED 9-9-23

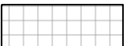
LEGEND



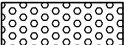
ADA TURN SPACE



ADA RAMP



ADA TRANSITION



DETECTABLE WARNING SURFACE

LUCAS & CLIMER ST, WEST SIDE

LUCAS & CLIMER ST, EAST SIDE

Point to Point	Sidewalk Designation	PCC Sidewalk (2)	Distance*	Δ Elevation	Slope	Legally Acceptable Range	Difference between Designed Slope and Maximum Legally Acceptable Range	Acceptable Constructed Range	Does Designer need to obtain design approval from Municipality's Engineer?	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
			FT	FT	%	Pos. or Neg.	Acceptable Range	Pos. or Neg.		(1)	%			Point	Northing	Easting	Elevation																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
Point	Northing	Easting	Elevation
520	527423.46	23070+10.38	709.31
521	527428.31	23070+00.50	710.03
522	527430.47	23069+96.00	709.95
523	527433.66	23069+89.36	709.36
524	527433.92	23069+88.84	709.32
525	527428.82	23069+87.91	709.36
526	527428.53	23069+88.51	709.40
527	527425.97	23069+93.83	709.87
528	527423.00	23069+98.33	709.95
529	527419.00	23070+08.23	709.29
540	527456.26	23069+42.40	709.64
541	527460.73	23069+44.64	709.88
542	527458.55	23069+49.16	709.79
543	527454.09	23069+46.90	709.55
544	527449.13	23069+57.20	709.45
545	527448.78	23069+57.94	709.41
546	527446.94	23069+50.23	709.45
547	527447.41	23069+49.24	709.49
548	527451.58	23069+44.74	709.54
549	527451.11	23069+40.23	709.61
550	527453.92	23069+35.73	709.85
551	527458.42	23069+37.89	709.88

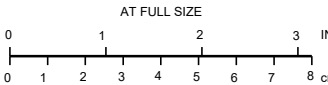


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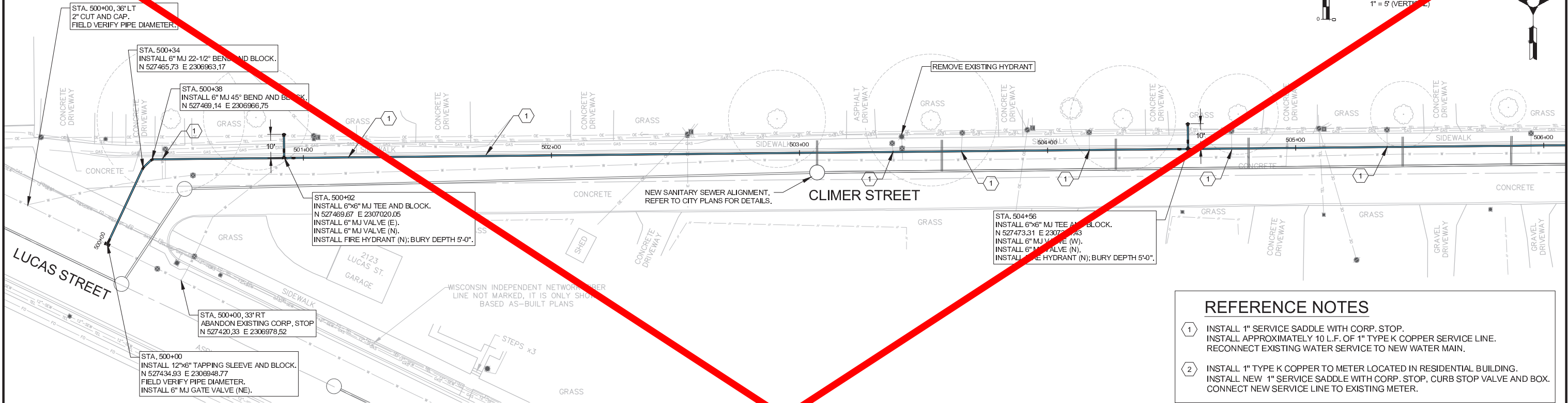
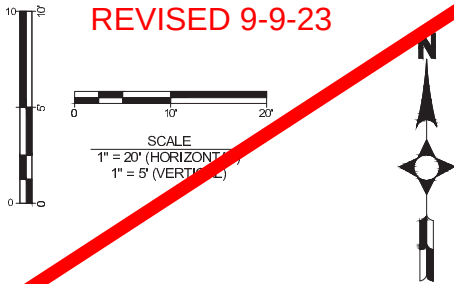
CITY OF MUSCATINE - PHASE 5
WEST SIDE AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

SIDEWALK RAMP LAYOUT - SHEET 9
LUCAS ST AND CLIMER ST

DESIGNED: ER SCHALLERT	SCALE: 1" = 5'
DRAWN: GM REEVES	NO. 17860-000
CHECKED: PM JOHNSON	REV.
APPROVED: PM JOHNSON	
APPROVED: ER SCHALLERT	S.09
DATE: FEBRUARY 18, 2021	1

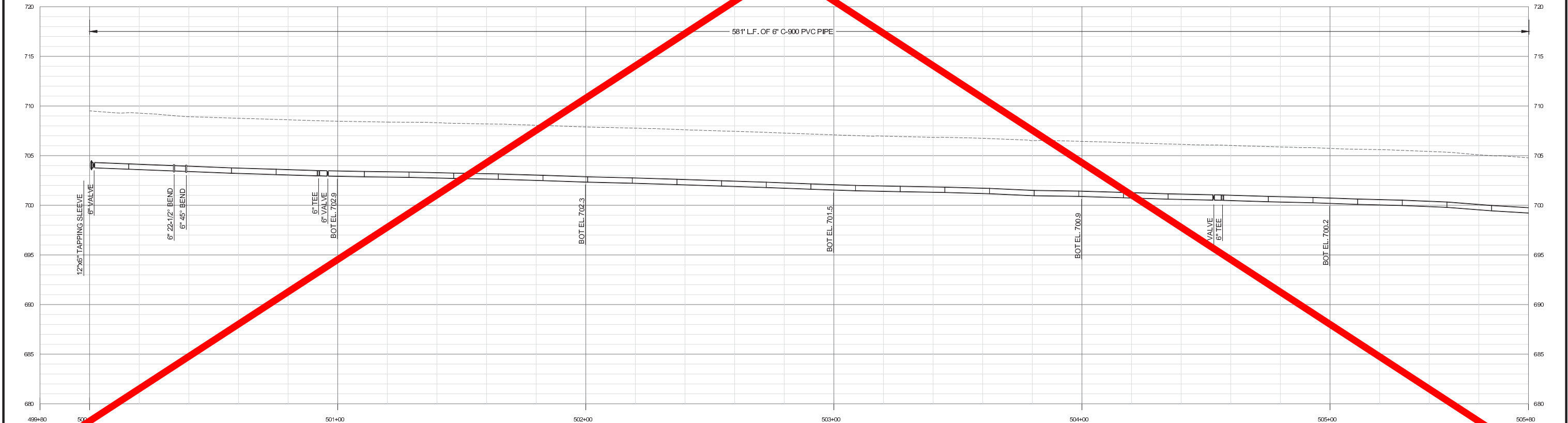


REVISED 9-9-23

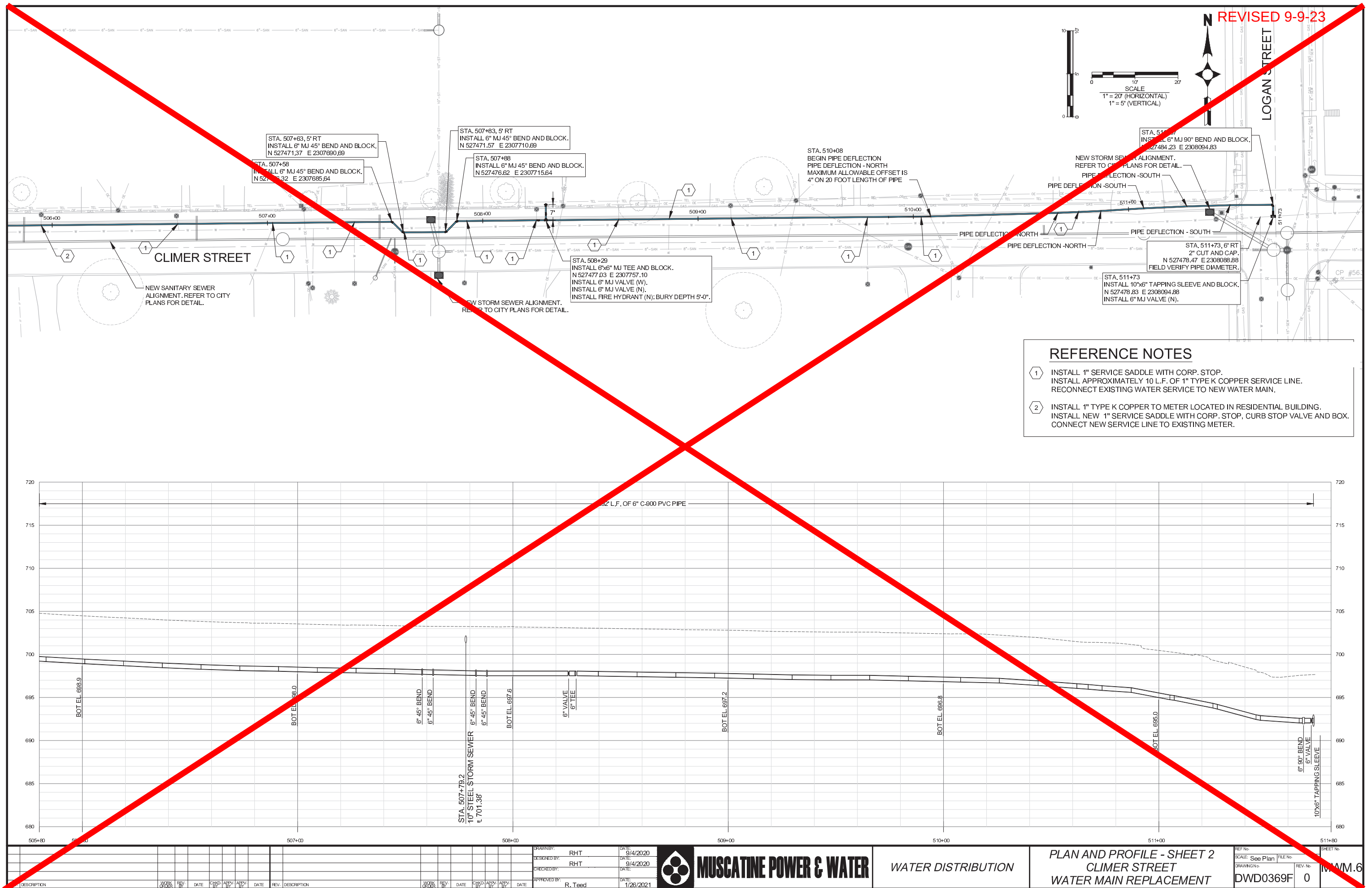


REFERENCE NOTES

1. INSTALL 1" SERVICE SADDLE WITH CORP. STOP. INSTALL APPROXIMATELY 10 L.F. OF 1" TYPE K COPPER SERVICE LINE. RECONNECT EXISTING WATER SERVICE TO NEW WATER MAIN.
2. INSTALL 1" TYPE K COPPER TO METER LOCATED IN RESIDENTIAL BUILDING. INSTALL NEW 1" SERVICE SADDLE WITH CORP. STOP, CURB STOP VALVE AND BOX. CONNECT NEW SERVICE LINE TO EXISTING METER.



												DRAWN BY: RHT		DATE: 9/4/2020			MUSCATINE POWER & WATER	<i>WATER DISTRIBUTION</i>	PLAN AND PROFILE - SHEET 1 CLIMER STREET WATER MAIN REPLACEMENT	REF. No. See Plan		FILE No.		SHEET No.			
												DESIGNED BY: RHT		DATE: 9/4/2020						DRAWING No. DWD0369E		REV. No. 0					
												CHECKED BY:		DATE:													
												APPROVED BY: R. Teed		DATE: 1/26/2021													
DESCRIPTION												WORK ORDER	REV.	DATE	CHKD.	APPV.	APPV.	DATE	REV.	DESCRIPTION	WORK ORDER	REV.	DATE	CHKD.	APPV.	APPV.	DATE





City of Muscatine

ITEM NUMBER 2023-0454

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Amy Fortenbacher, Transit Supervisor
Stephanie Romagnoli, Human Resources Manager
Brian Stineman, Public Works Director

SUBJECT

Request Approval of Updated Title VI Policy, Assurances, and Non-Discrimination Agreement

EXECUTIVE SUMMARY

Presented for the City Council's consideration is a request to approve the updated Title VI Policy, TitleVI Assurances, Title VI Non-Discrimination Agreement along with the Limited English Proficiency (LEP) Plan and Public Participation Plan (PPP). The City is required to update the policy and plans every three years. The last updated policy and plans were submitted in October 2020.

STAFF RECOMMENDATION

It is the recommendation of the Public Works/Transit/Human Resources staff to approve the update of the required documents: Title VI Policy, TitleVI Assurances, Title VI Non-Discrimination Agreement, LEP Plan, and PPP.

BACKGROUND/DISCUSSION

The Standard Title VI Assurance and Title VI Non-Discrimination Agreement were adopted in 2017 as required for receiving Federal Transportation Funds. The City and the transit system are required to update the policy and plans every three years. The City Council approved the update on October 1, 2020. The Title VI Policy, LEP, and PPP were updated to reflect current population data and language spoken at home found in table S1601 of the US Census Bureau. No other changes were made to the policy or plans. The last City Council approval of the policy and plans was on October 1, 2020.

CITY FINANCIAL IMPACT

There is no cost to the City, but funds could be jeopardized if proper documentation is not filed with the IDOT.

ATTACHMENTS

1. Title VI Policy 2023
2. Title VI Assurances 2023
3. Title VI Nondiscrimination Agreement 2023
4. MuscaBus LEP Plan 10-23
5. City Of Muscatine Transit PPP 2023



CITY OF
MUSCATINE

FTA Title VI Program



Fixed-Route Public Transit System

Revised 9-14-2023

City of Muscatine
215 Sycamore Street
Muscatine, IA 52761

*This program to be submitted every three years to the Iowa
Department of Transportation Office of Public Transit.*

Date: October 1, 2023

Recipient Profile

Recipient: City of Muscatine

Administrative Head: Carol Webb
Name

City Administrator
Title

Recipient Title VI Coordinator: Stephanie Romagnoli
Name

Human Resource Mgr
Title

Address: 215 Sycamore

City/State: Muscatine, IA

Zip Code/County: 52761/Muscatine

Phone: 563-264-1550

Fax: 563-264-0750

Email: sromagnoli@muscatineiowa.gov

Website: www.muscatineiowa.gov

Has the recipient signed and submitted its Title VI Assurances? Yes ☒ No ☐

General Requirements

1.

☒ Attach a copy of recipient's Title VI notice to the Public.

Required elements:

☒ A statement that the agency operates programs without regard to race, color, or national origin

☒ A description of the procedures that members of the public should follow in order to request additional information on the recipient's Title VI obligations

☒ A description of the procedures that members of the public shall follow in order to file a Title VI discrimination complaint against the recipient

List locations where the notice is posted:

City Hall (215 Sycamore Street) on community bulletin board and in Finance Office at point of ticket sales, Public Works (1459 Washington Street) in the MuscaBus Office at point of ticket sales, all buses, all bus shelters

2.

- ☒ Please attach a copy of the recipient's instructions to the public regarding how to file a Title VI discrimination complaint, including a copy of the complaint form.

Attachment A

- ☒ Are complaint procedures and the complaint form posted on the recipient's website?
Please provide the URL: www.muscatineiowa.gov

3.

- ☒ Please list and describe any transit-related Title VI investigations, complaints, or lawsuits filed with, concerning, or naming the recipient in the last three years.

	Date Filed (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.	None			
2.				
Lawsuits				
1.	None			

2.				
Complaints	None			
1.				
2.				

4.

- ☒ Please attach a public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made in the last three years. Attachment B

Please describe the methods used to inform low-income and minority populations of planning efforts for transportation-related services and/or improvements:

The City of Muscatine Transit (MuscaBus) utilizes the Muscatine Journal for all printed notifications. It is published Monday through Saturday, year-round. We also publish information in Discover Muscatine, which is a weekly paper, released weekly. Individuals can access both newspapers at Musser Public Library. The Muscatine Journal can also be accessed online at www.muscatinejournal.com and Discover Muscatine at www.discovermuscatine.com. The library has current and past issues available for reading. The library is located on a bus route and handicapped accessible.

The City maintains a Facebook page and a website for sharing information. Notices of public meetings are on the City's website. It is www.muscatineiowa.gov. Musser Public Library has desktop computers for public use and free Wi-Fi for individuals using their own devices.

MuscaBus utilizes local radio for paid advertising as well as Public Service Announcements. MuscaBus utilizes our own Facebook page for changes in routes due to construction and any weather related delays or suspension of routes.

List minority and/or community media utilized to ensure notification of public meetings or public review of recipient documents for residents in minority and low-income areas:

MuscaBus previously published information in the Hispanic newspaper. This paper is no longer published. The City and MuscBua promotes press releases to the public and to Muscatine Consortium, as public forum that has monthly meetings to promote items for many non-profit and government agencies that strive to help the minority and low-income population in our community.

When was the public participation plan last reviewed? Please describe how.

The Standard Title VI /Non-Discrimination Assurances plan was approved by the Muscatine City Council at the **September 21, 2023** meeting. Council meetings are held at City Hall which is handicapped accessible. The meetings are open to the public and televised live on the local access television station. The meetings are also on YouTube @muscatinecoummunications6580. The next public hearing for Transit will be conducted in the spring of 2024 at the City Council Meeting. Bi-State Regional Planning Commission, a date yet to be determined, will conduct a Transit Summit meeting.

5.

- ☒ Please attach a copy of the recipient's plan for providing language assistance to persons with limited English proficiency, based on the DOT LEP Guidance, *Federal Register*, Volume 70, Number 239, <http://www.gpo.gov/fdsys/pkg/FR-2005-12-14/html/05-23972.htm>.

Attachment C

What steps has the recipient taken to ensure meaningful access to the benefits, services, information, and other important components of its programs and services to persons with limited English proficiency?

Muscatine does have a large population of Spanish speakers, but many of our passengers also speak English. When we do have a language barrier, the City of Muscatine Transit (MuscaBus) utilizes the services of "the big word" for translation services for individuals with limited English proficiency. The big word offers over the phone interpreting service for 50 languages. The State of Iowa provided access to this service for Transit providers.

Locally, MuscaBus also has a working relationship with The Diversity Center, an organization whose mission is to establish a community of support for minority and underserved senior citizens. Employees at The Diversity Center are bilingual (Spanish, English) speakers.

City of Muscatine Transit (MuscaBus) also has a bilingual driver (Spanish, English) that assists with any language barrier issues.

6.

List all non-elected committees and councils, the membership of which is selected by the recipient:

Our Transit Advisory Commission ended on June 12, 2018, as our City Code no longer required the commission. Bi-State Region 9 Planning Commission is our Advisory Commission.

Describe the process the recipient uses to encourage the participation of minorities on such committees.

Before the Transit Advisory Commission was dissolved, the Mayor appointed members to the Transit Advisory Commission with the approval of the City Council per City Code. The Transit Supervisor made recommendations for appointees. Because we have a working relationship with the staff at the Diversity Center, we have had Hispanic/Latino members on our commission.

Racial/Ethnic Breakdown of the Non-Elected Committees and Councils:

Group	Number
Male	
Female	
White	
Black or African American	
American Indian or Alaskan Native	
Asian	
Native Hawaiian or other Pacific Islander	
Other	

7.

If applicable, describe the efforts the recipient uses to ensure subrecipients are complying with Title VI:

No subrecipients

Include a schedule of subrecipient Title VI program submissions:

No subrecipient

8.

Has the recipient constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., with Federal Transit Administration funds? ____ Yes ____x__ No

- ☐ If yes, please attach the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

9.

- ☒ Please attach a copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

Attachment D

Requirements of Fixed Route Transit Providers

1. System-wide service standards

- ☒ Please attach quantitative service standards for each fixed route mode of transit that the agency provides. Service standards should be set for the following four quantities for each mode:

- Vehicle load
- Vehicle headways
- On-time performance
- Service availability

These standards, defined in FTA C 4702.1B, Appendix G, may be expressed in writing or tabular format. Examples are provided in Appendix G.

Vehicle load:

Acceptable load is 1.0. We do not have loads with passengers standing. If a route exceeds standards, it is monitored. If an overload is documented for five days, corrective action shall be taken to achieve acceptable standards.

Average Passenger Capacities

Vehicle Type	Seated	Standing	Total	Maximum Load
Conversion Van	9	0	9	1.0
158"wb Light Duty	16	0	16	1.0
176"wb Low Floor Minibus	14	0	14	1.0
176"wb Light Duty	18	0	18	1.0
176"wb Light Duty	20	0	20	1.0
182"wb Light Duty	18	0	18	1.0

Vehicle Headways:

Weekdays Blue, Red, and Yellow routes operate from 6:30 am to 5:00 pm connecting at City Hall every 30 minutes. City Hall functions as the central transfer point. Green route operates 7:40 am to 4:40 pm connecting with Red and Blue at the Muscatine Mall every 30 minutes.

Saturdays Red and Blue routes operate from 8:30 am to 4:00 pm connecting at City Hall every 30 minutes.

Policy Headways and Periods of Operation

WEEKDAY	HEADWAY	SATURDAY	HEADWAY
RED ROUTE	30 Minutes	RED ROUTE	30 Minutes
YELLOW ROUTE	30 Minutes		
BLUE ROUTE	30 Minutes	BLUE ROUTE	30 Minutes
GREEN ROUTE	30 Minutes		

On Time Performance:

The City of Muscatine Transit (MuscaBus) published timetables provide the transit passenger with a reasonable guarantee that the scheduled service will operate and be on time. We measure on time performance in terms of schedule adherence. Schedule adherence for our purpose is established at zero minutes to

seven minutes early and late. This allows some latitude for delays due to weather, construction, traffic or other occurrences without inconveniencing our passengers.

Service Availability:

The City of Muscatine Transit (MuscaBus) evaluates service based on proximity to:

1. High density housing developments including but not limited to low income housing and elderly housing
2. Medical facilities (nursing homes, clinics, hospital)
3. Schools (7 elementary, 1 junior high, 1 high school, 1 community college)
4. Shopping areas (grocery stores, mall, big box retail, downtown shops)
5. Recreational facilities (parks, aquatic center, community Y)
6. Social services (government, public agencies, shelters)

If we receive requests for service to a new area, we evaluate the need for transportation to this location based on demand and feasibility.

2. System-wide service policies

 Please attach qualitative service policies for each fixed route mode of transit that the agency provides. Service policies should be set for each mode for the following two indicators:

- Transit amenities
- Vehicle assignment

These policies should be expressed in writing. Examples are provided in FTA C 4702.1B, Appendix H.

Transit Amenities:

Bus shelter placements are based on: number of boarding passengers at specific stops, shelter available from public buildings located at or next to the stop, ADA accessibility, safety concerns, customer requests, and exposure to elements at the location.

The City of Muscatine Transit (MuscaBus) currently maintains 12 shelters located throughout Muscatine. Eleven of the shelters were purchased and installed by the City. One shelter was purchased by the Muscatine High School and placed on their property for students riding MuscaBus. Shelters are also located near grocery stores, retail centers, elderly housing complexes, and high density, low-income apartments. All Shelters have bench seats and are ADA accessible. Each shelter has route map and timetables posted for the route system. The City of Muscatine Transit

(MuscaBus) also has two freestanding benches, one next to a housing complex for persons with disabilities and another near a shopping area.

Vehicle Assignments:

Our fleet consists of eleven light duty buses with wheel bases of 158", 176", & 182". We also have one 9-passenger conversion van. All buses are equipped with lifts or ramps to accommodate mobility devices. We use the 176"wb & 182"wb light duty buses on our route systems and rotate the route that each bus is used on a weekly basis. The drivers help to keep us consistent in the way we rotate the buses. Our Paratransit system utilizes the 158"wb light duty buses, 176"wb low floor minibuses and conversion van, as they are able to service the door-to-door service with more maneuverability. For the Paratransit service, we tend to use the newer buses first, then work in the older buses when the newer buses need serviced.

Declaration of the Respondent

I declare that I have provided information as a part of the Title VI Program to the best of my knowledge and believe it to be true, correct, and complete.

Amy Fortenbacher
Respondent

9-14-23
Date

Declaration of the Administrative Head

I declare that I have reviewed and approved the information provided in the Title VI Program and to the best of my knowledge believe it to be true, correct, and complete.

Respondent

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The City of Muscatine, IA (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The City of Muscatine, IA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Muscatine, IA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Muscatine, IA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Muscatine, IA

(Name of Recipient)

by

(Signature of Authorized Official)

DATED

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the City of Muscatine, IA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Muscatine, IA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Muscatine, IA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Muscatine, IA, its successors and assigns.

The City of Muscatine, IA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Muscatine, IA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Muscatine, IA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Muscatine, IA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Muscatine, IA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Muscatine, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by City of Muscatine, IA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Muscatine, IA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Muscatine, IA will there upon revert to and vest in and become the absolute property of City of Muscatine, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
City of Muscatine , Iowa**

Agency Information

Name and title of administrative head:

Name: Carol Webb Title: City Administrator

Address: 215 Sycamore Street

City: Muscatine State: IA ZIP Code: 52761 County: Muscatine

Phone/FAX: 563-264-1550/563-264- Email: cwebb@muscatineiowa.gov

Name and title of designated Title VI coordinator:

Name: Stephanie Romognoli Title: Human Resources Manager

Address: 215 Sycamore Street

City: Muscatinr State: IA ZIP Code: 52761 County: Muscatine

Phone/FAX: 563-264-1550/563-264- Email: sromagnoli@muscatineiowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, City of Muscatine
has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way
Ames, Iowa 50010
515-233-7970
515-232-6739 (FAX)
civil.rights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

City of Muscatine

Signature

Printed Name and Title

Date

Signature

Carol Webb, City Administrator

Printed Name and Title

Date

Title VI Non-discrimination Policy Statement

The _____ City of Muscatine _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ Human Resource Manager _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Carol Webb, City Administrator

Printed Name and Title

Date



City Of Muscatine Transit - MuscaBus

Limited English Proficiency (LEP) Plan

Created: October 16, 2020
Updated: September 14, 2023

City of Muscatine Transit - MuscaBus Limited English Proficiency (LEP) Plan

This limited English Proficiency (LEP) Plan has been prepared to address the City of Muscatine Transit's (MuscaBus) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964; Federal Transit Administration Circular 4702.1B, dated October 1, 2012, which states that the level and quality of transportation service is provided without regard to race, color, or national origin.

Executive order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discriminations not take place. This order applies to all state and local agencies that receive federal funds.

MuscaBus is the provider of public transportation in the City limits of Muscatine. MuscaBus has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by MuscaBus. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, and the ways in which assistance may be provided.

In order to prepare this plan, MuscaBus undertook the U.S. Department of Transportation (U.S.DOT) four-factor LEP analysis that considers the following factors:

1. The number and proportion of LEP persons eligible to be served or likely to be encountered in the service area

Most people in the City of Muscatine are proficient in the English language. Based on US Census 2021 ACS 5-Year Survey (Table S1601), 96.1% of the population speak only English or speak another language but speak English "very well". Only 3.9% (3.1% or 671 speak Spanish, .3% or 65 speak other Indo-European languages, .2% or 37 speak Asian and Pacific Island languages, and .3% or 75 speak other languages) of the population is not proficient in English. Of the 848 persons who speak English less than "very well", 27 or 3% are from ages 5 to 17, 758 or 89% are ages 18 to 64 and 63 or 8% are 65 years or older.

The Department of Justice defines the Safe Harbor threshold as 1,000 persons or 5% of the population of the service area (the city limits of the City of Muscatine) of MuscaBus, whichever is less for vital document translation. As determined through the analysis above, MuscaBus has determined that no one group exceeds the Department of Justice's Safe Harbor Provision threshold. Although MuscaBus is not required to provide documents in Spanish or other languages, if needed, translation of documents can be provided upon request.

S1601 LANGUAGE SPOKEN AT HOME		Notes Geos Topics 123 Codes Dataset Year Hide Transpose Margin of Error Restore Excel CSV ZIP Share Print									
American Community Survey 2021: ACS 5-Year Estimates Subject Tables											
		Muscatine city, Iowa									
		Total					Percent				
Label		Estimate		Margin of Error		Estimate		Margin of Error			
Population 5 years and over		21,971		±227		(X)		(X)			
Speak only English		18,612		±552		84.7%		±2.4			
Speak a language other than English		3,359		±523		15.3%		±2.4			
SPEAK A LANGUAGE OTHER THAN ENGLISH											
Spanish		2,765		±378		12.6%		±1.7			
5 to 17 years old		484		±190		2.2%		±0.9			
18 to 64 years old		2,050		±286		9.3%		±1.3			
65 years old and over		231		±97		1.1%		±0.4			
Other Indo-European languages		372		±235		1.7%		±1.1			
5 to 17 years old		40		±44		0.2%		±0.2			
18 to 64 years old		306		±213		1.4%		±1.0			
65 years old and over		26		±31		0.1%		±0.1			
Asian and Pacific Island languages		84		±56		0.4%		±0.3			
5 to 17 years old		0		±19		0.0%		±0.1			
18 to 64 years old		78		±56		0.4%		±0.3			
65 years old and over		6		±10		0.0%		±0.1			
Other languages		138		±147		0.6%		±0.7			
5 to 17 years old		37		±62		0.2%		±0.3			
18 to 64 years old		101		±91		0.5%		±0.4			
65 years old and over		0		±19		0.0%		±0.1			

S1601 LANGUAGE SPOKEN AT HOME

American Community Survey | 2021 ACS 5-Year Estimates Subject Tables

Notes | Geos | Topics | Codes | Dataset | Year | Hide | Transpose | Margin of Error | Restore | Excel | CSV | ZIP | Share | Print

Label	Percent of specified language speakers			
	Speak English only or speak English "very well"		Percent speak English only or speak English "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	21,123	±323	96.1%	±1.1
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	2,511	±499	74.8%	±7.2
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	2,094	±388	75.7%	±8.0
5 to 17 years old	457	±177	94.4%	±7.6
18 to 64 years old	1,469	±292	71.7%	±9.4
65 years old and over	168	±113	72.7%	±28.6
Other Indo-European languages	307	±185	82.5%	±11.8
5 to 17 years old	40	±44	100.0%	±41.1
18 to 64 years old	241	±171	78.8%	±16.4
65 years old and over	26	±31	100.0%	±51.0
Asian and Pacific Island languages	47	±43	56.0%	±33.6
5 to 17 years old	0	±19	-	**
18 to 64 years old	41	±42	52.6%	±35.7
65 years old and over	6	±10	100.0%	±100.0
Other languages	63	±62	45.7%	±15.8
5 to 17 years old	37	±62	100.0%	±42.8
18 to 64 years old	26	±24	25.7%	±32.8
65 years old and over	0	±19	-	**

S1601 LANGUAGE SPOKEN AT HOME

American Community Survey | 2021 ACS 5-Year Estimates Subject Tables

Map

Label	Speak English less than "very well"			
	Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	848	±248	3.9%	±1.1
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	848	±248	25.2%	±7.2
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	671	±224	24.3%	±8.0
5 to 17 years old	27	±41	5.6%	±7.6
18 to 64 years old	581	±203	28.3%	±9.4
65 years old and over	63	±52	27.3%	±28.6
Other Indo-European languages	65	±69	17.5%	±11.8
5 to 17 years old	0	±19	0.0%	±41.1
18 to 64 years old	65	±69	21.2%	±16.4
65 years old and over	0	±19	0.0%	±51.0
Asian and Pacific Island languages	37	±36	44.0%	±33.6
5 to 17 years old	0	±19	-	**
18 to 64 years old	37	±36	47.4%	±35.7
65 years old and over	0	±19	0.0%	±100.0
Other languages	75	±89	54.3%	±15.8
5 to 17 years old	0	±19	0.0%	±42.8
18 to 64 years old	75	±89	74.3%	±32.8
65 years old and over	0	±19	-	**

2. Frequency of Contact by LEP Persons with MuscaBus Services

The MuscaBus staff reviewed the frequency with which the transit supervisor, City Hall office staff, dispatchers and drivers have, or could have, contact with LEP persons. To date, MuscaBus has had zero requests for translated MuscaBus documents or translation services.

3. The importance of programs, activities or services provided by MuscaBus to the LEP

There is no large geographic concentration of any type of LEP individuals in the MuscaBus service area. The overwhelming majority of the population, 96.1% or 21,971, speaks English, or speaks another language, but speaks English "very well". MuscaBus staff is most likely to encounter LEP individuals through office visits, phone conversations and transit passengers.

4. The resources available to MuscaBus and overall cost to provide LEP assistance

MuscaBus reviewed its available resources that could be used for providing LEP assistance. MuscaBus utilizes Diversity Services Center of Iowa to translate documents into Spanish if needed. Utilizing The Big Word for interpreting phone conversations for individuals with limited English. MuscaBus also has staff that are bilingual and available to assist in interpreting.

Based on the four-factor analysis, MuscaBus developed a Limited English Proficiency (LEP) Plan as outlined in the following section.

Plan Outline

How MuscaBus staff may identify a person who needs language assistance:

1. Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone to determine whether language assistance might be needed at future events or meetings.
2. Have Census Bureau Language Identification Flashcards available at MuscaBus meetings. This will assist MuscaBus in identifying language assistance needs for future events and meetings.
3. Survey drivers and other first line staff on a regular basis, and at least annually at the beginning of each fiscal year regarding their experience on having any direct or indirect contact with LEP individuals.

Language Assistance Measures

There are various ways in which MuscaBus staff will respond to LEP persons, whether in person, by telephone or in writing.

- Post the MuscaBus Title VI Policy and LEP Plan on the agency website, www.muscatineiowa.gov
- When an interpreter is needed, in person or on the telephone, bilingual MuscaBus staff will be contacted for assistance. If staff is not available, The Big Word interpreting will be used for phone conversations by calling 1-877-704-9673 and entering access code (kept by dispatcher), enter language code & wait for interpreter. For in person situations where staff interpreter is not available, I Speak Cards will be utilized to discern need for interpreter.
- Document any requests for an interpreter or documents in a language other than English. Review requests annually, add documents in other languages based on number of requests.
- Survey bus operators and dispatchers annually related to their experience and contact with LEP persons during the previous year.

Staff Training

The following training will be provided to MuscaBus staff. This will also be part of MuscaBus' orientation process for new hires:

- Information on MuscaBus Title VI Procedures and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of Language Identification Flashcards and I Speak Cards.
- Documentation of language assistance requests.

Providing Notice to LEP Persons/Outreach Techniques

MuscaBus does not have a formal practice of outreach techniques due to lack of LEP population in the service area. However, the following will be incorporated when or if the need arises for LEP outreach.

- When staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals; documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.
- Flyers shall be put in buses, bus shelters and other main transfer points in our service area. Announcements will be posted on MuscaBus' website and in the local newspaper.

Monitoring and Updating the LEP Plan

MuscaBus will update the LEP plan as required by the Title VI program. At minimum, the plan will be reviewed and updated when it is clear that higher concentrations of LEP individuals are present in the MuscaBus service area.

MuscaBus will continue to periodically evaluate the LEP population by language as defined by the ACS via the U.S. Census to ensure additional populations do not traverse over the safe harbor threshold of limited English proficient persons. Once there is any significant concentration of LEP persons not speaking English very well over the 1,000-person threshold in other languages in the City limits of Muscatine, MuscaBus will work to update its plan to provide written vital documents in that particular LEP language (s).

Updates include the following:

- How the needs of LEP persons have been addressed.
- Determine the current LEP population in the service area.
- Determine as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet needs.
- Determine whether MuscaBus' financial resources are sufficient to fund language assistance resources as needed.
- Determine whether MuscaBus has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning MuscaBus' failure to meet the needs of LEP individuals.

Dissemination of the MuscaBus Limited English Proficiency Plan

Copies of the LEP Plan will be provided on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request. Any questions or comments regarding this plan should be directed to the Transit Supervisor.

Transit Supervisor
Amy Fortenbacher
1459 Washington St.
Muscatine, IA 52761
563-263-8152
afortenbacher@muscatineiowa.gov



City Of Muscatine Transit - MuscaBus

Public Participation Plan

Created: October 29, 2020

Updated: September 14, 2023

City of Muscatine Transit – MuscaBus

Public Participation Plan

Purpose of the Public Participation Plan

The Federal and State government mandate public involvement in Federal and State Funded Transit Agencies. Public involvement helps to guide department decisions in providing transportation services. A Public Participation Plan (PPP) establishes steps to follow for effective public involvement including procedures for including the public in a transit agencies planning process. This Public Participation Plan (PPP) was developed to identify and assess public involvement in the City of Muscatine Transit – MuscaBus, which will allow the development of services that will meet the transportation needs of area citizens/passengers.

Agency Overview

City of Muscatine Transit – MuscaBus is located in the City of Muscatine, Iowa. MuscaBus services the area within the City limits of Muscatine, Iowa, see Service Area Map. MuscaBus provides Fixed Route Bus service and Paratransit Shuttle service, operating from 6:30 am to midnight Monday through Friday and 8:30 am to midnight on Saturdays. Route maps and schedules can be found at www.muscatineiowa.gov, under Public Transit. MuscaBus is located at 1459 Washington Street, Muscatine, IA 52761. Office hours are 6:30 am to 5:00 pm Monday through Friday. To speak with a MuscaBus representative, please call 563-263-8152 or email transit@muscatineiowa.gov. For information on route changes, delays, and any other communication, please go to the MuscaBus Facebook page.

MuscaBus is under the Public Works department of the City of Muscatine and governed by the City Council. MuscaBus items requesting public commit are brought before the City Council, to be heard at a public meeting. MuscaBus participates in the Bi-State Region 9 Technical Committee and Regional Transportation Advisory Group (RTAG) meetings to obtain public involvement as well.

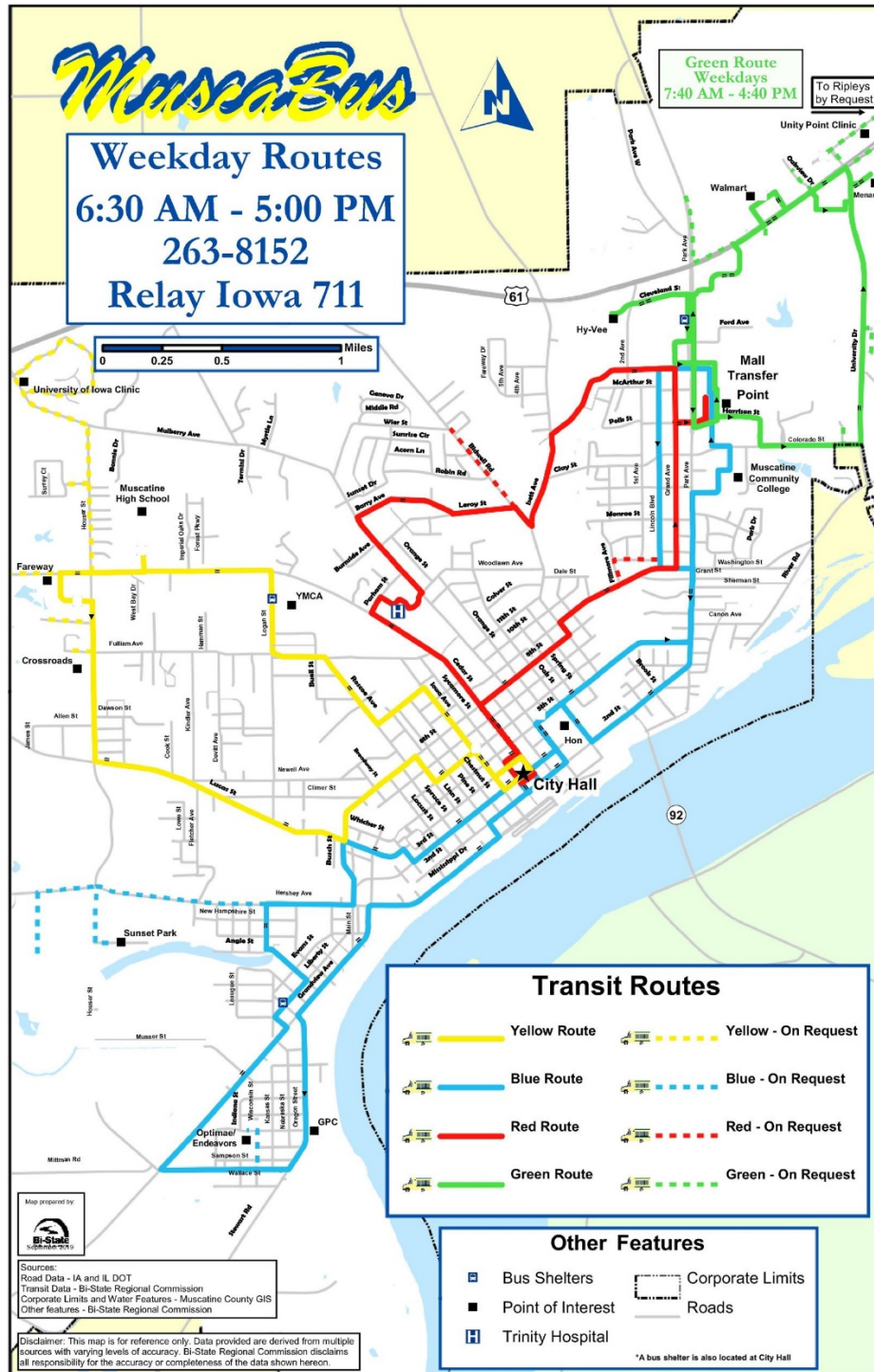
MuscaBus works to identify our community's evolving transportation needs through ongoing communication with community groups, organizations, and current

passengers. MuscaBus aims to provide and promote transportation for elderly, disabled, low-income individuals, and the general public.

Service Area Map:



MuscaBus Route Map:



Regulations

The Title VI Program and FTA 4702.1B along with FTA 4710.1 (Americans with Disabilities Act Guidance), Executive Order 12898, and DOT Order 5610.02(a) require all public transit agencies to follow a public participation plan. The City of Muscatine Transit – MuscaBus has developed a Public Participation Plan as outlined below.

The Federal government mandates public involvement prior to raising fares, implementing major reductions in service, or applying for grants/loans to finance transportation projects.

Iowa has an Open Meetings Law (Iowa Code, Chapter 21). It states that meetings should be open to the public except if permitted closed. Iowa also has a Public Records Law (Iowa Code, Chapter 22) that states every person has the right to examine, copy and disseminate a public record (in any form, “of or belonging to” a government body or official). All Muscatine City Council meetings and Bi-State Region 9 meetings are open to the public and records are available upon request.

Public Engagement

1. Public Meetings

MuscaBus brings all items requiring approval before the City of Muscatine City Council. The City Council meets every first, second, and third Thursday of each month. The meetings are held at the City Hall Council Chambers, 215 Sycamore Street, Muscatine, IA 52761 from 6:00 pm to 8:00 pm. This location is an ADA-accessible facility. Public Transportation (MuscaBus) is available upon request. The request must be made at least a day before the meeting time. All agendas and minutes are posted on the City of Muscatine Website (www.muscatineiowa.gov). Notice of public hearings will be published in local newspapers of general circulation and posted on the City of Muscatine Website.

MuscaBus participates in the Bi-State Region 9 Technical Committee meetings. All meetings are announced and agendas of the Region 9 Technical Committee shall be sent to local news media and the Regional Transportation Advisory Group (RTAG) prior to the actual meeting date no

less than 48 hours in advance. The location of the meeting rotates between the members of the group. All locations are ADA-accessible facilities. Agendas of these meetings are posted at Bi-State Regional Commission offices and on the Bi-State Regional Commission Website (www.bistateonline.org) while minutes are web-posted following approval by the Committee. In addition, proposed amendments to the annual Transportation Improvement Program (TIP) shall be sent to the same local media and RTAG, as well as local jurisdictions within the Region 9 area, as part of the Technical Committee agenda. Notice of public hearings will be published in local newspapers of general circulation and posted on the Bi-State Regional Commission Website.

2. Public Comment

The general public shall be afforded the opportunity to provide comments via the City Council meetings and the Bi-State Regional 9 Technical Committee meetings on the annual Transportation Improvement Program(TIP), raising fares, implementing major reductions in service, or applying for grants/loans (Consolidated Funding Application to the IowaDOT) to finance transportation projects. Written comments may be submitted to either group (contact information found in “Public Meetings” section) up to seven (7) days prior to approvals.

3. Publications

The City of Muscatine publishes all notices of City Council meeting agendas the Monday before each meeting at City Hall, Musser Public Library, and on the City of Muscatine website, www.muscatineiowa.gov. Notice of Public Hearings are published in the Muscatine Journal at least 30 days before the hearing. All minutes are posted on the City of Muscatine Website. Bi-State Region 9 publishes the Long Range Transportation Plan (LRTP) and the Transportation Improvement Program (TIP) on their website, www.bistateonline.org.

4. Public Hearings

MuscaBus applies for Consolidated Transit Funding yearly. This application requires the transit agency to hold a public hearing to explain

the state and federal funding requests. The FTA requires a Public Hearing for an increase in fares and a major reduction of transit service. MuscaBus holds all Public Hearings at the Muscatine City Hall, 215 Sycamore St, Muscatine, IA 52761. This location is ADA-accessible. All comments from the public are recorded. A notice of the public hearing will be published in the Muscatine Journal or a general circulation in the vicinity of the service area and will be submitted to the Office of Public Transit (OPT) to be posted to the private sector clearinghouse webpage approximately 30 days in advance of the hearing.

Bi-State Region 9 Transportation Policy Committee shall hold public hearing, as deemed necessary, for TIP amendments and prior to the approval of the Iowa Region 9 Long Range Transportation Plan. Fourteen (14) days prior notice will be given for all public hearings. The location of the public hearing will be at an ADA-accessible facility. All comments from the public will be recorded.

5. Public Outreach

MuscaBus works to reach out to minorities, limited English proficient (LEP) individuals, low-income, and traditionally underserved populations. MuscaBus has a LEP plan that outlines the efforts to provide translation services to individuals not proficient in English. This plan is reviewed at least on an annual basis. Along with public outreach in the form of website and social media publications, MuscaBus also works closely with Muscatine Community Services to focus on transportation needs for those in a low-income and underserved population. MuscaBus routinely provides free tickets to organizations that service these populations to help remove barriers of limited transportation to all public meetings and other needed services. MuscaBus is in contact with organizations that service the disabled and elderly population of Muscatine to encourage public engagement in services we provide. MuscaBus regularly interacts with current riders, community leaders, government officials, City Council, faith based community, educational institutions, medical centers, long-term care centers, and social service agencies to involve and gain support for public transportation.

Accommodation

Reasonable accommodations to provide documents in an accessible format, as required by the Americans with Disabilities Act and Executive Order 13166 (Improving

access for Persons with Limited English Proficiency, 2000), will be made when requested by the public. For meetings and agendas, requests at least one working day in advance of the meeting is requested for reasonable accommodation prior to consideration of adoption or approval. Persons requesting assistance will be referred to the appropriate MuscaBus staff who will make reasonable accommodations for translation services or other accommodations based on the request. Meetings will be held at convenient and accessible locations and times with emphasis to engaging minorities, low-income, and LEP populations. Public input will be taken in a variety of formats – written, oral, or other means – where accommodations are requested and reasonable.

Dissemination of the MuscaBus Public Participation Plan (PPP)

Copies of the PPP will be provided on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request. Any questions or comments regarding this plan should be directed to the Transit Supervisor.

Transit Supervisor
Amy Fortenbacher
1459 Washington St.
Muscatine, IA 52761
563-263-8152
afortenbacher@muscatineiowa.gov



City of Muscatine

ITEM NUMBER 2023-0459

AGENDA ITEM SUMMARY

DATE: 9/14/2023

STAFF

Anthony Kies, Police Chief

SUBJECT

Request to Approve a Purchase Agreement between the City of Muscatine and Muscatine County (Buyers) and J&S Deahr Farms, LLC (Seller) in the amount of \$420,000 for the Purchase of Real Estate described in Exhibit A (Parcel ID 0334300007) for the use of a Law Enforcement Shooting Range & Training Facility.

EXECUTIVE SUMMARY

A purchase agreement has been negotiated between the City of Muscatine and Muscatine County (Buyers) and J&S Deahr Farms, LLC (Seller) related to the purchase of real estate Parcel 0334300007 consisting of approximately 20 acres for the purpose of constructing a Law Enforcement Shooting Range and Training Facility. The purchase price is \$21,000 per acre. The City of Muscatine and Muscatine County have agreed to partner to develop this project jointly and split all costs 50/50. The purchase agreement outlines certain conditions on the sale and articulates the responsibilities of all parties.

City Council considered this item at its September 7 regular meeting. The item was tabled to September 14 so that the Muscatine County Zoning Commission may consider the item prior to the Council's consideration. However, the item was tabled until the October 6 County Zoning Commission meeting.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The City of Muscatine and the County of Muscatine have agreed to jointly build a Law Enforcement Training Facility and Range. Muscatine City and Muscatine County also agreed to have MSA conduct a search for parcels which would best fit the above facility and create a concept design of what the training facility would look like. Twenty (20) acres are needed to appropriately complete the Law Enforcement Training Center. After completion of the concept design, it was determined that there was only one landowner that would be willing to sell a portion of their property, J&S Deahers, LLC. The purchase price of \$21,000 per acre was

negotiated, which is within the prior authorized amount.

The range is oriented with a shooting direction from south to north. This allows for the longest amount of daylight for safe operations. Having the sun located to the rear of the shooter reduces glare and helps maintain vision. The NRA states that most noise complaints come from within 0.5 miles of a range. This site is located with only one dwelling within the 0.5 distance- at 0.336 miles. The nearest downrange dwelling is 0.816 miles away.

This project will serve as a training facility for the Muscatine Police Department and Muscatine County Sheriffs Department. We have agreed to a partnership with Muscatine County to develop this project jointly and split all costs at 50/50. This will allow our agencies to have a place to complete the following:

- Firearms Training & Qualifications
- MSORT Training
- Defensive Tactics Training
- ASP Training
- Chemical Munitions Training
- Conduct trainings in Muscatine County at minimal cost as a host agency

CITY FINANCIAL IMPACT

The costs for this project will be split 50/50 between the City of Muscatine and the County of Muscatine.

The City's portion of the project cost was included in the list of projects to be funded from the May 2024 bond issue that was discussed during the 2023/2024 budget meetings.

ATTACHMENTS

1. Range Real Estate Offer
2. Final Map (1)



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

FROM: City of Muscatine, Iowa & Muscatine County, Iowa (BUYERS)

TO: J & S Deahr Farms, LLC, (SELLER)

The undersigned BUYERS hereby offer to buy and the undersigned SELLER, by its acceptance and signature hereon, agrees to sell certain real property located and situated in Muscatine County, Iowa, and consisting of approximately a 20-acre parcel contained within the legal description of the real estate described on the attached **Exhibit A**, hereafter to be known as the “property”. As noted below, the property’s exact legal description is subject to completion of a survey and for purposes of this Offer and Acceptance, the Parties agree the real property is more particularly or specifically to be described, at a minimum, using the following general boundaries:

1. The east boundary will be the east fence line of the property;
2. The west boundary line will be 922’ west of the east fence line;
3. The south boundary line will be the current south property line;
4. The north boundary line will be 998’ north of the south property line;

together with any easements and appurtenant servient estates, but in any case, subject only to any easements of record for public roads or utilities and applicable zoning restrictions. The Parties hereto acknowledge that the BUYER’S intent to use the Property as a Law Enforcement Shooting Range & Training Facility or in any other manner as may otherwise be allowed by law. For purposes of this Agreement, the “effective date” shall be the date upon which the SELLER and both BUYERS have signed the Agreement.

The following terms and conditions, including all contingencies and/or limitations, shall govern the this offer to Purchase Real Estate and Acceptance:

1. PROPERTY SURVEY. The exact dimensions, boundary lines, area and legal description are to be confirmed by a formal survey, **paid for by BUYERS**, and performed by a registered land surveyor. The final plat of survey is subject to the approval and consent of both SELLER and BUYERS and will be filed for record by the BUYERS, if all other contingencies noted herein are met and the matter proceeds to final closing. If the survey done pursuant to this section shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
2. PURCHASE PRICE. The Purchase Price shall be \$21,000.00 per acre (with the acreage to be determined by the property survey) and the method of payment shall be as follows: \$1,000.00 will be paid by the BUYERS within seven (7) days of the completion of all contingencies outlined herein and at that time will be deposited and held in trust by Stanley Lande & Hunter Law Firm as earnest money, to be delivered to the SELLER upon

performance of SELLER'S obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price in cash at closing.

3. REAL ESTATE TAXES. SELLER shall pay any unpaid real estate taxes payable in prior years. BUYERS shall pay all subsequent real estate taxes. Unless otherwise provided in this Agreement, at closing, SELLER shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to the possession to November 20, 2023, or the date of possession, **whichever is later**, based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.
4. SPECIAL ASSESSMENTS.
 - A. The SELLER shall pay, at time of closing, all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.
 - C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.
 - D. BUYERS shall pay all other special assessments or installments not payable by SELLER.
5. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing, whichever first occurs. SELLER agrees to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
6. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS no earlier than closing and after the SELLER has completed harvesting of all crops existing on the property. For purposes of clarification, "crops" shall be defined as those crops growing on the property as of the date this Offer

and Acceptance is signed by both Parties and shall not be planted or placed thereon by the SELLER after that date. All such crops shall remain the property of the SELLER. Closing shall occur after the approval of marketable title by BUYERS counsel and the removal of all crops by the Seller. Given the number of contingencies contained herein, the growing crops and need for harvest and joint governmental entity purchase, the Parties agree that they will set a on a date mutually agreeable date for closing after the crops are removed by the SELLER. SELLER agrees to permit BUYERS to inspect the Property within twenty-four (24) hours prior to closing to assure that the premises are in the same condition as it is now, absent the existence of the crops. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the exchange and filing of the marketable title transfer documents and receipt of all funds, due at closing, from BUYERS under the Agreement.

7. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, if any. Specifically included in the purchase of the property shall be the below ground tiling system, that currently exists on the property, and any and all fencing.
8. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property. Notwithstanding, the BUYERS may, within thirty (30) days after the acceptance of this Agreement and at their sole expense, have the property inspected ("inspection period") by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within ten (10) days of the completion of this inspection period, the BUYERS may notify in writing the SELLER of any deficiencies, if any. The SELLER shall immediately thereafter notify the BUYERS in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLER that either: (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.
9. ABSTRACT AND TITLE. SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney's for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title, if any defect exists. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party. The abstract shall

become the property of BUYERS when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or its assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

10. ENVIRONMENTAL MATTERS.

- A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed herein as follows:
- B. BUYERS may at their expense, within thirty (30) -days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLER is required to expend any sum in excess of \$2,500.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection by the BUYERS shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.
- C. See also Section 22 herein relating to private sewage disposal systems.

11. WARRANTY DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYERS by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall

extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLER, then the proceeds of this sale, and any continuing or recaptured rights of SELLER in the Property, shall belong to SELLER as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLER under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with Paragraph 15.
13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
14. STATEMENT AS TO LIENS. The Parties agree that neither the SELLER or the BUYER has or shall permit or cause any lien to be placed on the property.
15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
16. APPROVAL OF COURT. If the Property is or becomes an asset of an estate, trust or conservatorship, and is or becomes contingent upon Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by the Court, either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYERS.
17. REMEDIES OF THE PARTIES.
 - A. If BUYERS fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty (30) days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - B. If SELLER fails to timely perform this Agreement, BUYERS exclusive remedy is the right to have all payments made returned to them, and to be reimbursed by SELLER for all costs reasonably expended by BUYERS in reliance on this Agreement, not to exceed \$1,500.00, without prior approval of SELLER

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. CERTIFICATION. BUYERS and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. SELLER represents and warrants to BUYERS that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property. SELLER and BUYERS agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System (**Exhibit B**) and further that this transaction **IS** exempt from the time of transfer inspection requirements by reason that there is no existing private sewage disposal system.
23. CONTINGENCY PROVISIONS. The Parties hereto specifically agree to the following contingency provisions, which shall each operate individually and thereby separate and distinct from one another:

A. ZONING CONTINGENCY. As of August 8, 2023, the BUYERS, through the Chief of Police for the City of Muscatine and the Muscatine County Sheriff have previously submitted a request to the Muscatine County Zoning Administrator (see attached zoning request as **Exhibit C**) to have the Muscatine County ~~Board of Adjustment~~ review and approve the Joint City/County Law Enforcement Shooting Range its regularly scheduled meeting to be held on September 8, 2023 at approximately 10:45 a.m. As a contingency to this Agreement, the BUYERS must receive the approval of the Muscatine County Board of Adjustment, either at that hearing or as soon thereafter as is reasonably practical given the potential of public input and the meeting needing to be continued to complete the process. If zoning approval is not received, then either party may cancel this Agreement and the earnest money, if any, shall be returned to the BUYERS.

Zoning Commission

B. SUBDIVISION CONTINGENCY. If the survey of the Property would require approval as a subdivision under local or state law, then the approval of the subdivision, including payment of all associated costs, will be the responsibility of the BUYERS. If subdivision approval is required or is not received, then either party may cancel this Agreement and the earnest money, if any, shall be returned to the BUYERS.

C. WATER DRAINAGE RESTRICTION. BUYERS agree that any improvements or use of the Property, will not restrict the flow of water from the remaining portion of the property described in **Exhibit A** retained by the SELLER (approximately 30 acres) and serviced by a below grade tiling system and excluding surface water. The SELLER shall advise the BUYER in writing of the existence and location of any below grade tiling that would impact this Agreement, so that the BUYERS can determine the magnitude of the system and its impact on the proposed use by the BUYERS. If, within thirty (30) days of SELLER providing the existence and location of any below grade tiling, the BUYERS determine that the impact of the below grade tiling system is too great, they may terminate this Agreement. If the BUYERS proceed and thereafter damage the below grade tiling system during their improvement to the property for the shooting range or thereafter, they shall repair and replace the damaged portion at their sole cost and expense. If the tiling system needs repairs, maintenance or replacement, at a future date and for reasons unrelated to the BUYERS improvement to the property, the BUYERS property must be returned to its existing condition before the repair or replacement. If the BUYER(S) exercise the Option to Purchase Property or the Right of First Refusal contained herein for the remaining thirty (30) acres this contingency shall be deemed to no longer exist. Further, if either the SELLER or BUYERS determines that it is not economical or feasible repair, maintain or replace to the below grade

tile servicing the thirty (30) acres across the property, either may redirect the below grade tile using another route to the existing drainage ditch and/or road ditch as they may establish and negotiate. This provision will survive closing and is specifically enforceable by SELLER and/or BUYERS.

- D. COUNCIL & BOARD APPROVAL. The Parties hereto agree and acknowledge that this Agreement and any obligations or commitments contained herein impacting the BUYERS will need to be presented to, reviewed and approved by both the City of Muscatine City Council and the Muscatine County Board of Supervisors and then at public meetings as it required by Iowa law. Given the nature of the governmental review and approval process, including public comment and input and investigation, the Parties specifically agree that the approval of **both** governmental entities is required and acts as separate and distinct contingency. In other words, the approval of both bodies is required and one approval is a contingency to the other.
- E. OPTION TO PURCHASE. The BUYERS shall jointly and individually have an option to purchase the remaining portion of the property described in **Exhibit A** retained by the SELLER (containing approximately 30 acres) ("Option to Purchase"). The option price will be 110% of the current appraised value of the retained property at the time the option is exercised by one of both of the BUYERS. This Option to Purchase will expire five (5) years after the date of closing on the property. This Option to Purchase is to be drafted, approved after this Agreement is executed and before the closing date in a document mutually agreeable to SELLER and BUYERS (and their legal counsel). Said option shall be retained by the BUYERS attorney and used in the event this option it is exercised within the five (5) year period by either BUYER. In no event shall this Option to Purchase be recorded in the public records of Muscatine County, Iowa by BUYERS until the time it is exercised in accordance herewith. Recording of this Option to Purchase by BUYERS in any other manner will VOID this Option to Purchase.
- F. RIGHT OF FIRST REFUSAL. After the Option to Purchase has expired in Section 23 E above, the BUYERS individually or jointly shall retain and may exercise a right of first refusal to purchase the remaining portion of the property described in **Exhibit A** retained by the SELLER (approximately 30 acres) ("Right of First Refusal"). This Right of First Refusal shall be drafted in a form mutually agreeable to SELLER and BUYERS (and their legal counsel), shall not contain any other terms or conditions that are more restrictive or burdensome than is otherwise contained herein. Such Right of First refusal shall be executed by the parties when the SELLER presents a valid and binding Offer and Acceptance for the Purchase of the remaining 30 acres by another to the SELLER and the BUYERS or BUYER, within 30 days of presentation by SELLERS, elects to exercise this right. In no event shall this Right of First Refusal be recorded in the public records of Muscatine

County, Iowa by BUYERS until the time it is executed in accordance herewith. Recording of this Right of First Refusal by BUYERS in any other manner will VOID this Right of First Refusal.

G. ACCESS. The SELLER agrees to provide their consent to the BUYERS should it become necessary to request the Muscatine County Engineer approve a new access or widen the access on the southeast corner of the parcel to be purchased.

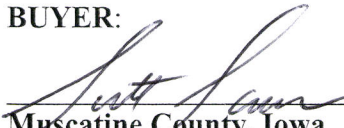
24. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before August __, 2023, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Dated: August 24, 2023

BUYER:

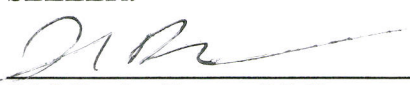
City of Muscatine, Iowa
Brad Bark - Mayor
215 Sycamore Street
Muscatine, Iowa 57261

BUYER:



Muscatine County, Iowa
Chairperson – Scott Sauer
414 E. Third Street
Muscatine, Iowa 52761

SELLER:



J&S Deahr Farms, LLC
Jared Deahr
1165 120th Street
West Liberty, Iowa 52776

EXHIBIT A

Legal Description

The East Half of the Southwest Quarter of Section 34, Township 78 North, Range 2 West of the 5th Principal Meridian, in Muscatine County, Iowa, except Parcel A per plat of survey recorded as Document No. 2012-06623 in the Muscatine County Recorder's office.

Subject to any easements, restrictions and covenants of record, if any.

Parcel ID: 0334300007

EXHIBIT B

**Addendum for Inspection of Private
Sewage Disposal System**

BUYERS and SELLER agree to the following initialed all sections below to comply with the time of transfer inspection of private sewage disposal systems:

- JD ____ There is no known private sewage disposal system on this Property (approximate 20 acres).
- JD ____ There is no known private sewage disposal system located on the remaining thirty (30) acres of property contained within or under either Section 22 D - Option to Purchase or Section 22E – Right of First Refusal.
- JD ____ There is no need for a private sewage Disposal System inspection or investigation by either Party.



0333200004
WHITE
TRAVIS M

0334100004
NATURE
CONSERVANCY

0334100005
NATURE
CONSERVANCY

0335100003
AVERY LAND &
FARMING LLC

0333200008
WHITE
TRAVIS M

0.816 Aaron & Ashley
Steffens .816
0.756

0333400012
DICKEY RONALD D &
PATRICIA J CO-TRUSTEES

0334300005
NATURE
CONSERVANCY

0334300008
LEWIS CHARLES
EUGENE JR

0334400001
NEWHARD KAREN D LE &
JENNIFER A & BRIAN D

0334400002
NEWHARD KAREN D LE &
JENNIFER A & BRIAN D

0335300001
IOWA 80
GROUP INC

0333400014
DICKEY PATRICIA J &
RONALD D CO-TRUSTEES

0334300006
KRAKLIO TODD M

Todd Kraklio .336

0334300003
KRAKLIO
TODD M

0.336

0333400016
GIESE BOBBY
T & TAMMARA

92.2
170
169.6
920.9
155th St

0334400003
WILSON JEFFREY A
& DOUGLAS A 50%
WILSON JANNA G
TRUSTEE 50%

0.578

0334400005
WILSON JEFFREY A
& DOUGLAS A 50%
WILSON JANNA G
TRUSTEE 50%

0335300013
HOLLADAY CHAD
S OR NICOLE

0335300011
ORR BARBARA J

Lisa & James
Shepherd .578

0804200007
SATTERTHWAITE
FRED

Fred Satterthwaite
.0555

0803100005
MCPIKE
FARMS INC

Rebecca Deblaey .509

0803100002
MAURER GARY
R & DALE L

0803200001
MAURER GARY
R & DALE L

0803200002
MAURER GARY
R & DALE L

0802100001
PS FARMS LLC

0804200008
SATTERTHWAITE
FRED

0803100006
MCPIKE
FARMS INC

0803100004
MAURER GARY
R & DALE L