City of Muscatine

CITY COUNCIL

Thursday, October 19, 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

October 19, 2023,6:00 PM

AGENDA

1. **CALL TO ORDER**

2. **INVOCATION - Bruce Martin, Calvary Church**

3. **ROLL CALL**

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

A. Swearing In of Officer Justin Orbaker

B. Swearing in of Officer Nathan Nardini

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. October 5, 2023 City Council Meeting Minutes

B. October 12, 2023 City Council Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

A. Request for renewal of a Class "C" Retail Alcohol License, Outdoor Service and Sunday Service for Bridgeside Pub LLC, 1005 East 2 nd Street – Bridgeside Pub LLC (pending inspections and insurance)

B. Request for renewal of a Class "C" Retail Alcohol License and Outdoor Service for Missipi Brewing Company, 107 Iowa Avenue – R&D Operations, Limited (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

A. October 9, 2023 Muscatine County Board of Supervisors Meeting Minutes

B. October 2, 2023 Muscatine County Board of Supervisors Minutes

13. * PURCHASE ORDERS

14. * APPROVAL OF BILLS

It is recommended bills totaling $2,225,437.38 , be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

A. Bills for Approval - October 19, 2023

15. PUBLIC HEARING

A. Public Hearing Regarding a Proposed Ordinance Creating a Construction Appeal & Advisory Board.

B. Public Hearing Regarding the Declaration of Certain Real Estate Owned by the City as Surplus, and Authorizing the Sale of Said Property Through a Closed Bid Process.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

A. Second Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations

B. First Reading of an Ordinance Creating a Construction Appeal & Advisory Board (Public Hearing A)

C. Resolution Declaring Certain Real Estate Owned by the City as Surplus, and Authorizing the Sale of Said Property Through a Closed Bid Process. (Public Hearing B)

D. Resolution Setting a Public Hearing for West Hill Phase 6C Discussion of Potential Environmental Impacts

E. Resolution Approving the Contract and Bond with General Contractors, Inc., in the Amount of $545,000.00, for the Replacement UV Disinfection System Project.

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

G. Resolution Conveying Vacated Right-of-Way (a Portion of Brier Street) in the City of Muscatine, Iowa to Off Grid Spartan LLC

H. Resolution Awarding a Contract for the Downtown Revitalization Project to Cornerstone Commercial Contractors, Inc. in the Amount of $1,320,023.00

I. Request to Enter Into Contract with BMW Builders II as the City General Contractor for Minor City Construction Projects

J. Request to Approve Purchase Order to Midwest Irrigation LLC in the Amount of $34,420.00 for a New Irrigation Control Panel for the Irrigation Pump House at the Golf Course.

K. Request to Approve a Proposal from SCS Engineers, in the amount of $12,500, for Completion of an Assessment of Corrective Measures Mandated by the Iowa DNR for the Muscatine County Sanitary Landfill.

L. Request to Approve the Issuance of a Purchase Order to Holmes Roofing and Construction in the Amount of $32,275.00 for the Replacement of the Metal Roof at the Transfer Station.

M. Request to Approve Purchase of a Temporary Easement for West Hill Sewer Separation Project Phase 6 - 1107 Sycamore Street in the amount of $695.33.

N. Request to Approve Entering into a Professional Services Agreement with Martin & Whitacre Surveyors & Engineers, Inc. for the amount of $65,950.00 for the Weed Park Lagoon Project.

O. Request to Accept Paul Bruhn Grant to Support the Preservation and Rehabilitation of the Downtown Historic District.

P. Request to Approve Procurement Policy for Select Federally Funded Grants

18. MAYOR AND COUNCIL REPORTS

19. CLOSED SESSION MEETING

A. Request to enter closed session closed session per Iowa Code Section 21.5.1.c to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation, and in accordance with Iowa Code Section 622.10 to discuss attorney/client privileged and attorney work product matters with legal counsel.

20. ADJOURNMENT

City of Muscatine

CITY COUNCIL MINUTES
Thursday, October 5, 2023

1. CALL TO ORDER

Mayor Bark called the City Council meeting for October 5, 2023 to order at 06:00 PM.

2. INVOCATION - Fr. Chris Weber, Saints Mary & Mathias

3. ROLL CALL

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

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

A. Setting of Date and Time for Trick or Treating in Muscatine for October 31, 2023 6:00 pm - 8:00 pm

B. Proclamation for Fire Prevention Week
Chief Ewers was present to receive the proclamation.

C. Recognition of United Nations Day

D. RAGBRAI Recognition - Greg Harper
Greg Harper was present to receive the recognition.

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

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

7. COMMUNICATIONS - CITIZENS

Leonardo Cruz was present to ask questions of Council but due to a language barrier it was decided a meeting with the City Administrator would be scheduled when an interpreter could be present to translate.

A. Dangerous Animal Appeal Decision Regarding the keeping of certain types of snakes
Councilmember Nadine Brockert, seconded by Councilmember DeWayne Hopkins moved to Approve the Motion to grant the appeal.
Councilmember JIndrich had questions regarding the breeding of various types of snakes, quarantine of new snakes being brought into the facility, length of the snakes that were addressed by Mr. Phillips, 2829 Highland Court.
Vote: Ayes - 7, Nays - 0, Motion Passed.

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

9. CONSENT AGENDA * (ITEMS 10-14)

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

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

A. September 14, 2023 Regular Meeting Minutes
B. September 14, 2023 In-Depth Meeting Minutes
C. September 21, 2023 Special Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

A. Request to Install Stop Sign at Northeast Corner of University Drive and E. 24th Street
B. Request for renewal of a Class "E" Retail Alcohol License for Pearl City Tobacco & Liquor Depot, 200 Green Street – Shaurya, LLC (pending inspections)
C. Request on first and second reading on a new Class "E" Retail Alcohol License for Muscatine Fast Break, 2603 – 2nd Avenue – Reif Oil Company (pending inspections)
D. Request for renewal of a Class "C" Retail Alcohol License for Veterans of Foreign Wars, 1415 Grandview Avenue – Veterans of Foreign Wars Club Inc. (pending inspections and insurance)
E. Request for renewal of a Class "E" Retail Alcohol License for Express Mart, 4804 U.S. 61 – RP Brothers, LLC (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

A. Muscatine County Board of Supervisors Meeting Minutes - September 11, 2023
B. Muscatine County Board of Supervisors Meeting Minutes - September 18, 2023
C. Muscatine County Board of Supervisors Meeting Minutes - September 25, 2023

13. * PURCHASE ORDERS

A. Request to Approve the Issuance of a Purchase Order to Future Line Equipment for $14,832.41 for a New Dump Truck Bed for the Parks and Recreation Department

B. Request to Approve a Purchase Order to Team Services, Inc. in the amount of $10,690 for Geotechnical Engineered Services for the Muscatine Indoor Sports Complex Project

14. * APPROVAL OF BILLS

A. Bills for Approval - October 5, 2023

15. PUBLIC HEARING

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

A. First Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations
Councilmember Peggy Gordon, Seconded by Councilmember Angie Lewis, moved to Approve the first reading of ordinance.
Vote: Ayes - 7, Nays - 0, Motion Passed.

B. Resolution Approving the Contract and Bond for the Vehicle Wash Bay Project for Bill Bruce Builders, Inc. of Eldridge, Iowa in the Amount of $1,295,000.00.
Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

C. Resolution Setting a Public Hearing on October 19, 2023, Regarding the Declaration of Certain Real Estate Owned by the City as Surplus, and Authorizing the Sale of Said Property Through a Closed Bid Process.
Councilmember Dennis Froelich, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Councilmember Jindrich stated he would like the City to put traditional for sale signs on properties the City is selling to make the citizens more aware of the property being sold.
City Administrator Webb stated she had discussed this with staff and they were working on the wording for the signs.
Vote: Ayes - 7, Nays - 0, Motion Passed.

D. Resolution Setting a Public Hearing on October 19, 2023, for an Ordinance Creating a Construction Appeal & Advisory Board.

Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

E. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees and Rental Housing Fees to Private Properties
Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

F. Resolution Awarding Contract to Heuer Construction in the Amount of $12,500 for the Demolition of a Structure Located at 419 W 6th Street

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

G. Resolution Awarding a Contract to Heuer Construction in the amount of $8,500 for the Demolition of a Structure Located at 813 Marquette Street
Councilmember Dennis Froelich, seconded by Councilmember John Jindrich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

H. A Resolution Authorizing the Execution of a Special Warranty Deed to Said Described Real Estate Located at 891 W 8th St
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

I. Resolution Awarding the Contract to General Contractors for the Replacement UV Disinfection System Project in the Amount of $545,000.00.
Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

J. Request to Enter into Contract with Veenstra & Kimm Inc. in the amount of $238,800 for Design and General Services During Construction for Park Avenue West Bridge Replacement
Councilmember John Jindrich, seconded by Councilmember Nadine Brockert moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

K. Request to Approve the Declaration of Two Backhoes as Surplus and to be Traded in with the Purchase of a New Backhoe
Councilmember DeWayne Hopkins, seconded by Councilmember Nadine Brockert moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

L. Request to Issue a Purchase Order to Flood Defense Group in the Amount of $59,392.78 for Muscle Wall Flood Control Barrier
Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

M. Request to Issue Purchase Order to Brauns Excavating LLC in the amount of $50,000 for Snow Removal and Snow Hauling 2023/2024
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

N. Request to Approve the Issuance of a Purchase Order to Martin Equipment, in the amount of $241,938.00 for the purchase of a John Deere 650P Dozer
Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Approve the Request.
Councilmember Jindrich had questions regarding training for drivers of the dozer that were addressed by Public Works Director Brian Stineman.
Vote: Ayes - 7, Nays - 0, Motion Passed.

O. Request to Approve Proposal in the Amount of $32,750.00 from SCS Engineers for Tier 2 Testing of Gas Emission Rates at the Muscatine County Sanitary landfill
Councilmember John Jindrich, seconded by Councilmember Angie Lewis moved to Approve the Request.
Councilmember Froelich had questions regarding how this relates to the future of selling methane gas that were addressed by Solid Waste Manager David Popp.
Vote: Ayes - 7, Nays - 0, Motion Passed.

P. Request to Accept an Iowa Department of Transportation Grant in the Amount of $400,000 for a New Jet A Fuel System at the Muscatine Municipal Airport.
Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

Q. Request to Approve the Issuance of a Purchase Order to Sinclair Tractor for $65,136.80 for 2 Utility Vehicles
Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

R. Request to Issue Change Order Number 4 to West Hill Sewer Separation Phase 5 in the Amount of $2,320.00.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

S. Request to Issue Change Order Number 1 to the West Hill Separation Phase 6 in the Amount of $119,773.84.

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

T. Request to Approve Entering into a Professional Services Agreement with I & S Group, Inc. dba ISG in the Amount of $37,500 for the Muscatine Indoor Sports Complex Project Accessory Building.
Councilmember Angie Lewis, seconded by Councilmember John Jindrich moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

U. Request to Approve the Issuance of a Purchase Order to Ed Morse Muscatine to Purchase a 2024 Chevy Equinox for $27,900 for the Community Development Building Division.
Councilmember Peggy Gordon, seconded by Councilmember Dennis Froelich moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

18. MAYOR AND COUNCIL REPORTS

19. CLOSED SESSION MEETING

A. Request to enter closed session closed session per Iowa Code Section 21.5.1.c to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation, and in accordance with Iowa Code Section 622.10 to discuss attorney/client privileged and attorney work product matters with legal counsel.
Councilmember Dennis Froelich, seconded by Councilmember Peggy Gordon moved to enter Closed Session at 6:45 pm.
Vote: Ayes - 7, Nays - 0, Motion Passed.

CouncilmemberPeggy Gordon, seconded by Councilmember Angie Lewis moved to exit closed session at 7:10 pm.
Vote: Ayes - 7, Nays - 0, Motion Passed

20. ADJOURNMENT

Councilmember Dennis Froelich moved the meeting be adjourned at 07:10 PM.

Muscatine County Board of Supervisors
Monday, October 9, 2023

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

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

County Auditor Tibe Vander Linden reviewed the 2023 equalization order with the Board. Vander Linden stated Muscatine County Assessor Randy Spies was unable to attend today's meeting. Vander Linden stated Spies sent a packet to the Board regarding the recent equalization order which explained how Muscatine County was impacted by the Iowa Department of Revenue (IDR) equalizing assessments, which occurs every two years. Vander Linden stated the 2023 process has been completed and the IDR order stated an increase of 6% to all residential parcels (land and dwellings) and to the multi-residential class. This order was due to the strength in our local real estate market for 2022. The Assessor's calculation of adjustment in March 2023 (for the informal review) used 484 real estate sales showing a median ratio of 99.16 and a mean (average) ratio of 100.24. This initial/informal review calculation was within the allowed range. After the informal range was reviewed by IDR and the Board of Review period ended in May 2023, there was an additional 115 sales that occurred for a total of 599 residential sales used in the state sales study. Due to the additional 115 sales, our median ratio fell to 93.5% bringing us out of compliance. This is the reason for the 6% increase and the required mailing to all parcel owners in the stated classes. Discussion was held stating the recent assessment increase is not part of the current tax statements, however the assessment increase will impact next tax year and the upcoming budgeting process. Sorensen questioned how or why the additional real estate sales were submitted. Vander Linden stated the Assessor's informal review was done in March 2023, based on the sales at that time and then followed with another Board of Review period that occurred in May 2023. The May 2023 report of the additional 115 sales, due to the booming real estate market, resulted in the equalization order and a required notice was mailed and published.

On a motion by Sorensen, second by Chick, the Board accepted the County Recorder's Report of Fees Collected for the quarter ending September 30, 2023 in the amount of $58,592.35. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board accepted the Muscatine County Sheriff's Office – Civil Department's Report of Fees Collected for the quarter ending September 30, 2023 in the amount of $21,882.86. Ayes: All.

On a motion by Sorensen, second by Chick, the Board accepted the County Auditor's Report of Fees Collected for the quarter ending September 30, 2023 in the amount of $663.56. Ayes: All.

Board discussion was held regarding the County Treasurer's Report of Fees Collected for the quarter ending September 30, 2023. Sorensen questioned Budget Administrator Kala Naber as to what the current fiscal year annual interest amount was budgeted for and if a budget amendment will be necessary, based on the interest increase shown on the County Treasurer's report. Sorensen questioned if the Treasurer's office has authorization to increase expenditures for her department budget based on the interest increase. Naber stated the additional interest

income will be added to the general fund, no authorization is allowed for additional Treasurer office expenditures and a budget amendment will be done.

On a motion by Sorensen, second by Kirchner, the Board accepted the County Treasurer's Report of Fees Collected for the quarter ending September 30, 2023 in the amount of $737,975.10. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the minutes of the October 2, 2023 regular meeting. Ayes: All.

Correspondence:

All Supervisors received an email from Thomas Bean regarding an update on the Iowa Solar and Wind Ordinance.

Sorensen received an email from a resident regarding a road vacation.

Sauer had several conversations with citizens regarding the proposed law enforcement facility and gun range.

Chick received several calls and text messages from residents regarding the proposed law enforcement facility and shooting range

Committee & Meeting Reports:

Sorensen, Kirchner and Chick attended the Clean Grid alliance Solar 101 Event in West Liberty, Iowa on October 4, 2023.

Chick attended a Greater Muscatine Chamber of Commerce and Industry ribbon cutting for Exit Realty on October 4, 2023.

On a motion by Sorensen, second by Kirchner, the Board approved Resolution #10-09-23-01 Transferring Funds from the General Basic Fund to the Secondary Roads Fund in the amount of $300,000. Roll call vote: Ayes: All.

RESOLUTION # 10-09-23-01

TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE SECONDARY ROADS FUND

WHEREAS, it is desired to authorize the Auditor periodically to transfer sums from the General Basic Fund to the Secondary Roads Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer $300,000 from the General Basic Fund to the Secondary Roads Fund.

PASSED AND APPROVED this 9th day of October, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Sorensen, second by Chick, the Board approved Resolution #10-09-23-02 Transferring Funds from the Rural Services Fund to the Secondary Roads Fund in the amount of $1,060,000. Roll call vote: Ayes: All.

RESOLUTION # 10-09-23-02

TRANSFERRING FUNDS FROM THE RURAL SERVICES FUND TO THE SECONDARY ROADS FUND

WHEREAS, it is desired to authorize the Auditor periodically to transfer sums from the Rural Services Fund to the Secondary Roads Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer $1,060,000 from the Rural Services Fund to the Secondary Roads Fund.

PASSED AND APPROVED this 9th day of October, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

Sorensen stated the transfer of fund from the General Fund to the Secondary Roads fund is based on the statutory limits allowed. Naber stated an additional transfer will be done in approximately March 2024.

Sorensen stated the information presented at the Clean Grid alliance Solar 101 Event in West Liberty, Iowa on October 4, 2023, has created questions on how the county will make property owners aware of company lease agreements, decommissioning process and solar panel disposal. Planning and Zoning Administrator Eric Furnas reviewed the county ordinance for commercial solar energy and stated the applicants are advised to seek their own legal counsel regarding lease agreements. Sorensen stated an attendee at the event offered a no cost legal review of the county ordinances. Chick stated a concern of the possible solar panel disposal in our landfills. Sorensen stated the Muscatine County Solid Waste Management Agency may need to review their disposal policies. Furnas stated his concern with solar panel disposal and the decommissioning

process that may occur in the future. Sorensen stated he will share the contact names/information he received at the event with Furnas.

Jerry Carson, 2440 Edgewater Road, Conesville, Iowa asked the board if a public hearing to discuss the road and bridge conditions on 245th Street, Conesville has been set. County Attorney Jim Barry stated the public hearing will be held on October 25, 2023 at the Environmental Learning Center/Discovery Park. The time has not been set, however discussion has been to hold the meeting in the evening hours. Carson asked if the residents will receive a notice. Sorensen stated notices will be sent.

The meeting was adjourned at 9:24 A.M.

ATTEST:

Tibe Vander Linden County Auditor	Scott Sauer, Chairperson Board of Supervisors

BILLS FOR APPROVAL SUMMARY
October 20, 2023

Computer Bill Lists			
Regular Bills 10/20/23		$	929,039.99
Special Ck Run 10/13/23	Operating		150.00
Special Ck Run 10/13/23	Elderly		60.00
Grandbridge - September	Hershey		18,921.49
Grandbridge - October	Hershey		18,921.49
Payroll Vendor Checks 10/13/23			17,051.46
Payroll Vendor ACH Payments 10/13/23			96,272.86
	Subtotal	$	1,080,417.29
ACH Debit Memo Payments			
Wellmark Insurance	Health/Dental Insurance October	$	79,000.00
Wellmark Insurance	Health/Dental Insurance October		79,000.00
Payroll Account	Transfer		461,317.80
Treasurer State of Iowa	State Tax Withholding		29,482.98
IPERS	September Contributions		178,675.16
Internal Revenue Service	Federal Withholding		126,099.67
Treasurer State of Iowa	Sales Tax		31,751.98
	Subtotal	$	985,327.59
Voucher Program			
Various Landlords	Estimated November Rent	$	160,000.00
		$	160,000.00
Voids			
Void CK 10/13/23	Operating	$	(307.50)
	Subtotal	$	(307.50)
	Total Expenditures	$	2,225,437.38

Accounts Payable

Transactions by Account

User: SMeyer
Printed: 10/17/2023 - 2:03PM
Batch: 00003.10.2023

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

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.09.2023 Life Insurance	09/15/2023	0	1.20	
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.09.2023 Life Insurance	09/15/2023	0	3.68	
		Vendor Subtotal:			4.88	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00002.09.2023 Optional Life	09/15/2023	0	250.38	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00001.09.2023 Optional Life	09/01/2023	0	249.29	
		Vendor Subtotal:			499.67	
1000-00-0000-24400	UNITED RENTALS (NORTH AMER)	Lift Inspection	10/12/2023	0	375.00	
		Vendor Subtotal:			375.00	
1000-00-0000-24400	VERDIN	Clock Repair	10/12/2023	0	4,168.50	
		Vendor Subtotal:			4,168.50	
1000-01-1111-61120	BOHNSACK & FROMMELT LLP	FY23 Audit Pmt #1	10/17/2023	0	23,500.00	
		Vendor Subtotal:			23,500.00	
1000-01-1111-64120	TCM BANK NA VISA	Residence Inn - Lodging Lewis	10/17/2023	0	288.76	
		Vendor Subtotal:			288.76	
1000-01-1111-64120	NADINE BROCKERT	Reimb Lodging - N Brockert	10/17/2023	0	155.68	
		Vendor Subtotal:			155.68	

1000-01-1111-69400	ROTARY CLUB OF MUSCATINE	Dues - B Bark	10/17/2023	0	133.00
		Vendor Subtotal:			133.00
1000-01-1112-68100	SENIOR RESOURCES INC	Quarterly Subsidy	10/17/2023	0	7,500.00
		Vendor Subtotal:			7,500.00
1000-01-1131-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	53.76
		Vendor Subtotal:			53.76
1000-01-1131-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	66.23
		Vendor Subtotal:			66.23
1000-01-1131-61340	TCM BANK NA VISA	Adobe - Adobe ID	10/17/2023	0	54.99
		Vendor Subtotal:			54.99
1000-01-1131-64120	CAROL WEBB	Reimb Travel 9/29/23 - 10/4/23	10/17/2023	0	120.18
		Vendor Subtotal:			120.18
1000-01-1131-64400	BI-STATE REGIONAL COMMISSION	Meal for MAC Meeting - Webb	10/12/2023	0	19.33
		Vendor Subtotal:			19.33
1000-01-1131-69400	BI-STATE REGIONAL COMMISSION	Dues	10/13/2023	0	2,796.25
		Vendor Subtotal:			2,796.25
1000-01-1131-69400	ROTARY CLUB OF MUSCATINE	Dues - C Webb	10/12/2023	0	133.00
		Vendor Subtotal:			133.00
1000-01-1132-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	18.44

		Vendor Subtotal:			18.44
1000-01-1132-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	22.61
		Vendor Subtotal:			22.61
1000-01-1132-61660	TENANT REPORTS.COM LLC	Background Checks	10/13/2023	0	6.00
		Vendor Subtotal:			6.00
1000-01-1144-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	5.31
		Vendor Subtotal:			5.31
1000-01-1144-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	6.12
		Vendor Subtotal:			6.12
1000-01-1218-68100	MUSCATINE CHAMBER OF COMME	Quarterly Subsidy	10/17/2023	0	10,750.00
		Vendor Subtotal:			10,750.00
1000-05-1141-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	31.38
		Vendor Subtotal:			31.38
1000-05-1141-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	39.65
		Vendor Subtotal:			39.65
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes 9/14/23	10/13/2023	0	93.48
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Zoning Board of Adjustment	10/13/2023	0	71.64
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 9/21/23	10/13/2023	0	266.93
		Vendor Subtotal:			432.05
1000-05-1143-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	34.24

			Vendor Subtotal:			34.24
1000-05-1143-46600	RELIANCE STANDARD LIFE INS COLTD October 2023			10/17/2023	0	48.77
			Vendor Subtotal:			48.77
1000-05-1143-51100	AMAZON.COM	#10 Window Envelopes for Payroll		10/12/2023	0	307.80 00025626
1000-05-1143-51100	AMAZON.COM	Tape Dispenser		10/12/2023	0	13.44 00025626
			Vendor Subtotal:			321.24
1000-05-1143-51100	TCM BANK NA VISA	Monroe System - Calc Ribbons		10/17/2023	0	64.97
			Vendor Subtotal:			64.97
1000-05-1143-64200	TCM BANK NA VISA	GFOA - GAAP Upgrade		10/17/2023	0	135.00
			Vendor Subtotal:			135.00
1000-05-1145-63300	PITNEY BOWES GLOBAL FINANCIA	Postage Lease 7/30/23 - 10/29/23		10/12/2023	0	491.76
			Vendor Subtotal:			491.76
1000-05-1146-46200	RELIANCE STANDARD LIFE INS COLife October 2023			10/17/2023	0	28.01
			Vendor Subtotal:			28.01
1000-05-1146-46600	RELIANCE STANDARD LIFE INS COLTD October 2023			10/17/2023	0	36.49
			Vendor Subtotal:			36.49
1000-05-1146-52890	AMAZON.COM	Female Adapter		10/12/2023	0	5.00
			Vendor Subtotal:			5.00
1000-05-1146-61340	WINSOR CONSULTING	ConnectWise		10/12/2023	0	693.00

		Vendor Subtotal:			693.00	
1000-05-1146-61340	SHI INTERNATIONAL CORP	VS8-STD-P-SSS-C Support/Subscription	10/13/2023	0	2,070.00	00025641
1000-05-1146-61340	SHI INTERNATIONAL CORP	VCS8-STD-P-SSS-C Support/Subscriptic	10/13/2023	0	1,497.00	00025641
		Vendor Subtotal:			3,567.00	
1000-05-1146-61340	TCM BANK NA VISA	Jamf Software - Jamf Subscription	10/17/2023	0	10.00	
		Vendor Subtotal:			10.00	
1000-05-1146-65240	MUSCATINE POWER & WATER	September Internet - Greenwood	10/12/2023	0	86.37	
1000-05-1146-65240	MUSCATINE POWER & WATER	September Internet - Weed Park	10/12/2023	0	83.18	
		Vendor Subtotal:			169.55	
1000-10-1221-35310	PATRICK RODDY	Refund Filing Fee 2603 2nd Ave	10/17/2023	0	200.00	
		Vendor Subtotal:			200.00	
1000-10-1221-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	86.16	
		Vendor Subtotal:			86.16	
1000-10-1221-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	120.41	
		Vendor Subtotal:			120.41	
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Monthly	10/17/2023	0	21.19	
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Annual	10/17/2023	0	239.88	
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Annual	10/17/2023	0	239.88	
		Vendor Subtotal:			500.95	
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Envelopes	10/13/2023	0	47.00	
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Business Cards - J Royal-Goodwin	10/13/2023	0	30.00	

		Vendor Subtotal:			77.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 319 Liberty St	10/13/2023	0	540.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 922 Colver St	10/13/2023	0	85.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 310 W 5th St	10/13/2023	0	276.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 802 Mulberry Ave	10/13/2023	0	129.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1212 Iowa Ave	10/13/2023	0	250.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 529 Maple St	10/13/2023	0	119.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 407 E 7th St	10/13/2023	0	1,258.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 106 E 8th St	10/13/2023	0	290.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1603 Willow St	10/13/2023	0	276.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 309 W 7th St	10/13/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2923 Mulberry Av	10/13/2023	0	151.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1836 Herhsey Ave	10/13/2023	0	63.05
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1119 Park Ave	10/13/2023	0	735.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 309 W 11th St	10/13/2023	0	116.29
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 419 W 6th St	10/13/2023	0	653.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 306 W 8th St	10/13/2023	0	45.45
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 706 Pine St	10/13/2023	0	776.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1813 New Hampsl	10/13/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 506 Spring St	10/13/2023	0	717.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1111 E 2nd St	10/13/2023	0	44.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1811 New Hampsl	10/13/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 113 E 7th St	10/13/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 419 W 6th St	10/13/2023	0	212.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1106 Wisconsin St	10/13/2023	0	591.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1111 1/2 E 2nd St	10/13/2023	0	276.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 409 Munn St	10/13/2023	0	441.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 915 Oregon St	10/13/2023	0	496.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 611 Pine St	10/13/2023	0	88.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 514 Pine St	10/13/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 709 Grandview Av	10/13/2023	0	320.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 113 E 6th St	10/13/2023	0	143.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1401 King Ave	10/13/2023	0	55.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1817 Hershey Ave	10/13/2023	0	176.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1108 Wisconsin St	10/13/2023	0	143.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Parcel 1303276018	10/13/2023	0	143.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 611 Centre Dr	10/13/2023	0	584.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 103 E 6th St	10/13/2023	0	271.95
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 322 W Fulliam Av	10/13/2023	0	942.75
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1554 Washington	10/13/2023	0	85.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1807 1st Ave	10/13/2023	0	385.30

1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 217 Clinton St	10/13/2023	0	1,105.25
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2003 Beese St	10/13/2023	0	62.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1815 Schley St	10/13/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 5111 W 59th Ave	10/13/2023	0	58.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1114 Nebraska St	10/13/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Parcel 083432801	10/13/2023	0	83.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1216 E 2nd St	10/13/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 Chestnut St	10/13/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1503 Lucas St	10/13/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 615 Mulberry Ave	10/13/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 713 Mulberry Ave	10/13/2023	0	14.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 112 Roscoe Ave	10/13/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 35 Gas Lantern	10/13/2023	0	817.92
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 34 Gas Lantern	10/13/2023	0	532.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1244 Dale St	10/13/2023	0	811.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 214 Pond St	10/13/2023	0	935.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 25 Gas Lantern	10/13/2023	0	476.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 30 Gas Lantern	10/13/2023	0	458.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2003 Breese Ave	10/13/2023	0	101.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1114 Nebraska St	10/13/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1216 E 2nd St	10/13/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1632 Beach Cir	10/13/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 Chestnut St	10/13/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1503 Lucas St	10/13/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 615 Mulberry Ave	10/13/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 713 Mulberry Ave	10/13/2023	0	44.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 112 Roscoe Ave	10/13/2023	0	45.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1815 Schley Ave	10/13/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Parcel 083432801	10/13/2023	0	101.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 306 W 8th St	10/13/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1244 Dale St	10/13/2023	0	326.50
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 608 Monroe St	10/13/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1402 Lucas St	10/13/2023	0	364.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1821 New Hampsl	10/13/2023	0	728.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1811 New Hampsl	10/13/2023	0	70.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 320 Main St	10/13/2023	0	188.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 610 Woodlawn Av	10/13/2023	0	873.50
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 319 W 6th St	10/13/2023	0	188.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 626 Jackson St	10/13/2023	0	386.45
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 609 Linn St	10/13/2023	0	147.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 408 W 6th St	10/13/2023	0	1,079.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 418 Iowa Ave	10/13/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 116 W 6th St	10/13/2023	0	48.35
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1301 Iowa Ave	10/13/2023	0	48.35

1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2017 Dewey St	10/13/2023	0	194.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 313 W 6th St	10/13/2023	0	581.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 3010 University D	10/13/2023	0	132.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1307 Lucas St	10/13/2023	0	38.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1805 Bryan Ave	10/13/2023	0	919.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 Chestnut St	10/13/2023	0	584.76
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 116 W 6th St	10/13/2023	0	117.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 216 Clinton St	10/13/2023	0	129.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 510 Iowa Ave	10/13/2023	0	188.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 515 Orange St	10/13/2023	0	58.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 Chestnut St	10/13/2023	0	326.50
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 106 W 7th St	10/13/2023	0	282.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 610 Woodlawn Av	10/13/2023	0	30.75
		Vendor Subtotal:			26,760.02
1000-10-1221-65275	VERIZON WIRELESS	September Wireless	10/13/2023	0	232.87
		Vendor Subtotal:			232.87
1000-10-1221-65275	TCM BANK NA VISA	Google - Google Voice	10/17/2023	0	59.70
		Vendor Subtotal:			59.70
1000-10-1221-69400	TCM BANK NA VISA	Survey Monkey - Annual Subscription	10/17/2023	0	2,844.00
		Vendor Subtotal:			2,844.00
1000-10-1221-74200	MOTOROLA SOLUTIONS	Body Cameras	10/13/2023	0	932.50
		Vendor Subtotal:			932.50
1000-15-1311-33430	GATSO USA INC.	ATE Fees - September	10/17/2023	0	13,743.00
		Vendor Subtotal:			13,743.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00

1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00	
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00	
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00	
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00	
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00	
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	10/17/2023	0	95.00	
1000-15-1311-33435	TCM BANK NA VISA	USPS - ATE Filing Postage	10/17/2023	0	27.12	
		Vendor Subtotal:			977.12	
1000-15-1311-33440	MUNICIPAL COLLECTIONS OF AMI	Agent Fees - September	10/17/2023	0	1,031.09	
		Vendor Subtotal:			1,031.09	
1000-15-1311-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	283.05	
		Vendor Subtotal:			283.05	
1000-15-1311-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	239.79	
1000-15-1311-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	11.60	
		Vendor Subtotal:			251.39	
1000-15-1311-52720	TCM BANK NA VISA	CHS Nuway - Fuel	10/17/2023	0	68.05	
1000-15-1311-52720	TCM BANK NA VISA	CHS Nuway - Fuel	10/17/2023	0	57.75	
1000-15-1311-52720	TCM BANK NA VISA	Kwik Trip - Fuel	10/17/2023	0	87.49	
		Vendor Subtotal:			213.29	
1000-15-1311-52820	TCM BANK NA VISA	Blue Water Bottles w/Police Emblem	10/17/2023	0	455.49	00025593
1000-15-1311-52820	TCM BANK NA VISA	Blue Water Bottles w/Police Emblem	10/17/2023	0	0.26	
		Vendor Subtotal:			455.75	
1000-15-1311-52890	AMAZON.COM	Blackout Window Film	10/17/2023	0	45.99	
		Vendor Subtotal:			45.99	
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/1/23	10/17/2023	0	810.80	
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/8/23	10/17/2023	0	810.80	

		Vendor Subtotal:			1,621.60
1000-15-1311-62530	STERICYCLE INC	Shredding	10/17/2023	0	36.28
		Vendor Subtotal:			36.28
1000-15-1311-64120	TODD KOCH	Reimb Meal 10/10/23	10/17/2023	0	10.79
1000-15-1311-64120	TODD KOCH	Reimb Meals 9/25/23 - 9/29/23	10/17/2023	0	145.38
		Vendor Subtotal:			156.17
1000-15-1311-64120	MINNAT PATEL	Reimb Meals 10/9 - 10/12	10/17/2023	0	50.17
		Vendor Subtotal:			50.17
1000-15-1311-64120	BRITT JAMESON	Reimb Meals 10/5/23	10/17/2023	0	26.25
		Vendor Subtotal:			26.25
1000-15-1311-64120	MITCHELL GRIFFIN	Reimb Meals 9/25/23 - 9/29/23	10/17/2023	0	153.03
		Vendor Subtotal:			153.03
1000-15-1311-64120	TCM BANK NA VISA	United Airlines - Airfare O'Connor	10/17/2023	0	527.45
1000-15-1311-64120	TCM BANK NA VISA	United Airlines - Airfare Snider	10/17/2023	0	527.45
1000-15-1311-64120	TCM BANK NA VISA	Comfort Inn - Lodging Koch	10/17/2023	0	109.76
		Vendor Subtotal:			1,164.66
1000-15-1311-64120	SAMANTHA WHEELER	Reimb Meals 8/7/23 - 8/11/23	10/17/2023	0	122.63
		Vendor Subtotal:			122.63
1000-15-1311-64200	TCM BANK NA VISA	FBINAA - Registration Fall Conference	10/17/2023	0	70.00
1000-15-1311-64200	TCM BANK NA VISA	NTOA - Registration Motto	10/17/2023	0	765.00
		Vendor Subtotal:			835.00

1000-15-1311-64200	MUSCATINE COUNTY EMERGENC	Drone Training - Snider/DeVrieze/James	10/17/2023	0	390.00
		Vendor Subtotal:			390.00
1000-15-1311-64400	TCM BANK NA VISA	Casey's - Pizza Chaplain Corp Training E	10/17/2023	0	89.82
		Vendor Subtotal:			89.82
1000-15-1311-68300	MUSCATINE CO ADMINISTRATION	Fingerprint Machine Costs	10/17/2023	0	1,312.50
		Vendor Subtotal:			1,312.50
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	10/17/2023	0	35.10
1000-15-1311-69200	TCM BANK NA VISA	CALEA - Postage	10/17/2023	0	600.00
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	10/17/2023	0	18.45
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	10/17/2023	0	18.45
		Vendor Subtotal:			672.00
1000-15-1311-69400	ROTARY CLUB OF MUSCATINE	Dues - S Snider	10/17/2023	0	133.00
		Vendor Subtotal:			133.00
1000-15-1311-69900	CITIZENS COMMUNITY FEDERAL	Subpeona Research Fee	10/17/2023	0	25.00
		Vendor Subtotal:			25.00
1000-15-1312-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	3.13
		Vendor Subtotal:			3.13
1000-15-1312-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	13.78
		Vendor Subtotal:			13.78
1000-15-1315-64120	TCM BANK NA VISA	Gaylord Rockies - Lodging Kies	10/17/2023	0	936.88
1000-15-1315-64120	TCM BANK NA VISA	Gaylord Rockies - Lodging DeVrieze	10/17/2023	0	969.28

		Vendor Subtotal:			1,906.16	
1000-15-1317-65260	VERIZON WIRELESS	Sept Cell Phones - HIDTA	10/17/2023	0	168.28	
		Vendor Subtotal:			168.28	
1000-20-1321-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	413.91	
		Vendor Subtotal:			413.91	
1000-20-1321-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	181.61	
		Vendor Subtotal:			181.61	
1000-20-1321-51200	AMAZON.COM	Fire and Emergency Services Instructor b	10/12/2023	0	284.97	00025543
		Vendor Subtotal:			284.97	
1000-20-1321-51200	TCM BANK NA VISA	CAAS - CAAS Standards	10/17/2023	0	30.00	
		Vendor Subtotal:			30.00	
1000-20-1321-52300	DINGES FIRE COMPANY	Bunker Gear/Pant Repair	10/12/2023	0	42.40	
		Vendor Subtotal:			42.40	
1000-20-1321-52300	TCM BANK NA VISA	Flex Duck Bib Overall black for Fire Inv	10/17/2023	0	99.99	00025533
1000-20-1321-52300	TCM BANK NA VISA	Flex Duck Hooded Jacket Black for Fire	10/17/2023	0	69.99	00025533
1000-20-1321-52300	TCM BANK NA VISA	L/S Poly/Cotton Coverall Navy for Fire I	10/17/2023	0	59.99	00025533
1000-20-1321-52300	TCM BANK NA VISA	Reeves Co - Nameplates Timmsen/McSo	10/17/2023	0	47.66	
1000-20-1321-52300	TCM BANK NA VISA	Reeves Co - Namplates Christiansen/Dav	10/17/2023	0	33.43	
		Vendor Subtotal:			311.06	
1000-20-1321-52600	TCM BANK NA VISA	Kum & Go - Bottled Water for Recovery	10/17/2023	0	47.94	
		Vendor Subtotal:			47.94	

1000-20-1321-52820	AMAZON.COM	Silicone Wristbands 1/2" Red/White Swi	10/12/2023	0	221.50	00025540
		Vendor Subtotal:			221.50	
1000-20-1321-52820	POSITIVE PROMOTIONS	6" Glow-in-the-Dark Mini Football, 190 (	10/12/2023	0	487.77	00025056
		Vendor Subtotal:			487.77	
1000-20-1321-52830	MENARDS (MUSC)	Drive Bit Set/Toolbox Metal Latch	10/12/2023	0	69.96	
		Vendor Subtotal:			69.96	
1000-20-1321-52840	TCM BANK NA VISA	Oxygen Sensor for MultiRAE Gas Monit	10/17/2023	0	813.00	00025479
1000-20-1321-52840	TCM BANK NA VISA	Replacement Boot Blue for MultiRAE Ga	10/17/2023	0	134.00	00025479
1000-20-1321-52840	TCM BANK NA VISA	Teflon Tubing for MultiRAE Gas Monito	10/17/2023	0	251.44	00025479
1000-20-1321-52840	TCM BANK NA VISA	Luer Quick Connector Male & Female fo	10/17/2023	0	113.00	00025479
1000-20-1321-52840	TCM BANK NA VISA	GASCO 44-248-100 100 PPM Isobutyle	10/17/2023	0	139.00	00025480
1000-20-1321-52840	TCM BANK NA VISA	GASCO O-ring 70-Ring Series C-10 Reg	10/17/2023	0	57.00	00025480
1000-20-1321-52840	TCM BANK NA VISA	Ammnia 50 PPM Calibration Gas Balanc	10/17/2023	0	272.00	00025480
1000-20-1321-52840	TCM BANK NA VISA	GASCO 70 Series Stainless Steel Calibra	10/17/2023	0	200.00	00025480
1000-20-1321-52840	TCM BANK NA VISA	GASCO44es-252-10 Chlorine Calibratio	10/17/2023	0	279.00	00025480
		Vendor Subtotal:			2,258.44	
1000-20-1321-52890	FELD FIRE	SEMS II Accountability Tag - 10 pk #31(	10/12/2023	0	251.00	00025561
		Vendor Subtotal:			251.00	
1000-20-1321-52890	MENARDS (MUSC)	Yellow Cord	10/12/2023	0	39.99	
1000-20-1321-52890	MENARDS (MUSC)	Hook & Loop/Frying Oil	10/12/2023	0	85.70	
1000-20-1321-52890	MENARDS (MUSC)	Fog Machine w/Timer/Fog Juice	10/12/2023	0	64.46	
		Vendor Subtotal:			190.15	
1000-20-1321-52890	AMAZON.COM	Radio Holders	10/12/2023	0	90.61	
		Vendor Subtotal:			90.61	
1000-20-1321-53140	MENARDS (MUSC)	Nozzle/Foam Kit/Tray Liner	10/12/2023	0	26.45	

		Vendor Subtotal:			26.45	
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	Draft Fittings for Engine #312	10/12/2023	0	543.90	00025314
		Vendor Subtotal:			543.90	
1000-20-1321-53220	SMITH SALES & SERVICE	#312 Fan Parts	10/12/2023	0	56.15	
		Vendor Subtotal:			56.15	
1000-20-1321-61630	TCM BANK NA VISA	The Merrill - Lodging Chief Bullinger Int	10/17/2023	0	89.60	
		Vendor Subtotal:			89.60	
1000-20-1321-61660	TCM BANK NA VISA	NCS Pearson - Test Fire Mechanic	10/17/2023	0	51.80	
		Vendor Subtotal:			51.80	
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	10/12/2023	0	28.97	
		Vendor Subtotal:			28.97	
1000-20-1321-64120	TCM BANK NA VISA	Big Grove Brewery - Meal Edwards	10/17/2023	0	24.34	
1000-20-1321-64120	TCM BANK NA VISA	Stoney Creek Inn - Lodging Edwards	10/17/2023	0	170.24	
		Vendor Subtotal:			194.58	
1000-20-1321-64400	THOMAS BUS SALES OF IOWA INC	NFA Meal Ticket - G. Ronzheimer	10/12/2023	0	143.40	00025608
		Vendor Subtotal:			143.40	
1000-20-1321-64400	TCM BANK NA VISA	National Emergency Train - NFA Meal T	10/17/2023	0	347.84	
		Vendor Subtotal:			347.84	
1000-20-1321-67320	FELD FIRE	Annual Pump Test	10/12/2023	0	1,486.00	
1000-20-1321-67320	FELD FIRE	Annual SCBA Testing	10/12/2023	0	2,650.00	00025193

		Vendor Subtotal:			4,136.00	
1000-20-1321-67320	MIDWEST BREATHING AIR LLC	NFPA Qtrly Testing & Service	10/12/2023	0	1,075.39	
		Vendor Subtotal:			1,075.39	
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	FF2 D Grafton	10/12/2023	0	50.00	
		Vendor Subtotal:			50.00	
1000-20-1321-69400	TCM BANK NA VISA	National Assoc of Fire Investigators - NA	10/17/2023	0	65.00	
1000-20-1321-69400	TCM BANK NA VISA	Fire Nuggets - Registration Janssen	10/17/2023	0	106.00	
1000-20-1321-69400	TCM BANK NA VISA	City of Davenport - Registration D Graft	10/17/2023	0	50.00	
1000-20-1321-69400	TCM BANK NA VISA	Pet Partners - Online Thearpy Animal Pr	10/17/2023	0	125.00	
		Vendor Subtotal:			346.00	
1000-20-1321-74200	TCM BANK NA VISA	Firebase Wireless Remote	10/17/2023	0	499.99	00025439
1000-20-1321-74200	TCM BANK NA VISA	Training Smoke XD Extreme Density Fir	10/17/2023	0	74.00	00025439
1000-20-1321-74200	TCM BANK NA VISA	Firebase SG-3100 Smoke Generator & 5I	10/17/2023	0	2,300.00	00025439
		Vendor Subtotal:			2,873.99	
1000-25-1115-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	3.56	
		Vendor Subtotal:			3.56	
1000-25-1115-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	6.14	
		Vendor Subtotal:			6.14	
1000-25-1411-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	3.13	
		Vendor Subtotal:			3.13	
1000-25-1411-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	16.38	

		Vendor Subtotal:			16.38	
1000-25-1411-51100	TCM BANK NA VISA	Archival Storage Boxes	10/17/2023	0	182.50	00025525
1000-25-1411-51100	TCM BANK NA VISA	Shipping	10/17/2023	0	20.00	00025525
1000-25-1411-51100	TCM BANK NA VISA	Archival Storage Boxes	10/17/2023	0	9.13	
		Vendor Subtotal:			211.63	
1000-25-1411-51300	P.F. PETTIBONE & COMPANY	1 Ream (500 sheets) 28# Xerographic Ar	10/12/2023	0	89.00	00025412
1000-25-1411-51300	P.F. PETTIBONE & COMPANY	Shipping	10/12/2023	0	23.85	
		Vendor Subtotal:			112.85	
1000-25-1411-52740	PHILLIPS BROS RENTALS INC	Lubricant	10/12/2023	0	31.98	
		Vendor Subtotal:			31.98	
1000-25-1411-52830	TCM BANK NA VISA	Mulching Blade Adapter Kit	10/17/2023	0	178.17	00025397
1000-25-1411-52830	TCM BANK NA VISA	Shipping	10/17/2023	0	20.00	00025397
1000-25-1411-52830	TCM BANK NA VISA	Mow More - Credit	10/17/2023	0	-157.21	
		Vendor Subtotal:			40.96	
1000-25-1411-53110	MENARDS (MUSC)	Knob	10/12/2023	0	59.88	
		Vendor Subtotal:			59.88	
1000-25-1411-53110	PLUMB SUPPLY COMPANY	Filter	10/12/2023	0	11.88	
		Vendor Subtotal:			11.88	
1000-25-1411-53120	VAN METER INDUSTRIAL INC	Breaker	10/13/2023	0	36.92	
		Vendor Subtotal:			36.92	
1000-25-1411-53220	PHILLIPS BROS RENTALS INC	Eyeletes/Cover	10/12/2023	0	30.71	

		Vendor Subtotal:			30.71	
1000-25-1411-53330	CR LANDSCAPING	Concrete	10/12/2023	0	480.00	00025591
1000-25-1411-53330	CR LANDSCAPING	Surcharge	10/12/2023	0	225.00	
1000-25-1411-53330	CR LANDSCAPING	Concrete	10/12/2023	0	320.00	00025459
1000-25-1411-53330	CR LANDSCAPING	Surcharge	10/12/2023	0	147.69	
		Vendor Subtotal:			1,172.69	
1000-25-1411-61660	IOWA MEMORIAL GRANITE COMP	Management Fee - September	10/12/2023	0	610.00	
		Vendor Subtotal:			610.00	
1000-25-1411-61660	KELLY HEATING COOLING & PLBG	Bryant 14 S.E.E.R. High Efficiency Air C	10/12/2023	0	4,500.00	00025326
		Vendor Subtotal:			4,500.00	
1000-25-1411-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Greenwood	10/12/2023	0	12.60	
		Vendor Subtotal:			12.60	
1000-25-1411-62370	P.F. PETTIBONE & COMPANY	Indestructo Binder ss 11 x 8 1/2 Black Ca	10/12/2023	0	195.00	00025412
		Vendor Subtotal:			195.00	
1000-25-1411-65100	TCM BANK NA VISA	Facebook - Advertising	10/17/2023	0	12.20	
		Vendor Subtotal:			12.20	
1000-25-1411-65210	MUSCATINE POWER & WATER	September Phones - Greenwood	10/12/2023	0	27.50	
1000-25-1411-65210	MUSCATINE POWER & WATER	September Phones - Greenwood	10/12/2023	0	38.82	
		Vendor Subtotal:			66.32	
1000-25-1411-67130	J&D STONES	Engraving for Scott Hendrix Replacemen	10/13/2023	0	200.00	00025556
		Vendor Subtotal:			200.00	

1000-25-1421-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	27.69
			Vendor Subtotal:			27.69
1000-25-1421-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	33.93
			Vendor Subtotal:			33.93
1000-25-1421-69400	NRPA-NATL REC & PARK ASSOC	Membership		10/12/2023	0	180.00
			Vendor Subtotal:			180.00
1000-25-1423-38620	KENT CORPORTATION	Refund		10/17/2023	0	210.00
			Vendor Subtotal:			210.00
1000-25-1423-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	26.47
			Vendor Subtotal:			26.47
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	14.23
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	74.02
			Vendor Subtotal:			88.25
1000-25-1423-52100	KELLOR & KELLOR LANDSCAPE IN	Siouxland Poplar 2"		10/12/2023	0	450.00 00025100
1000-25-1423-52100	KELLOR & KELLOR LANDSCAPE IN	Yellowwood 1.5"		10/12/2023	0	808.00 00025100
1000-25-1423-52100	KELLOR & KELLOR LANDSCAPE IN	Princeton Sentry Ginkgo 15 G		10/12/2023	0	992.00 00025100
1000-25-1423-52100	KELLOR & KELLOR LANDSCAPE IN	Majestic Tupelo 15 G		10/12/2023	0	336.00 00025100
1000-25-1423-52100	KELLOR & KELLOR LANDSCAPE IN	Greenspire Linden 1.5"		10/12/2023	0	836.00 00025100
1000-25-1423-52100	KELLOR & KELLOR LANDSCAPE IN	Discount		10/12/2023	0	-855.50
			Vendor Subtotal:			2,566.50
1000-25-1423-52250	D & K PRODUCTS	Gallons Tribune		10/12/2023	0	1,148.00 00025483
1000-25-1423-52250	D & K PRODUCTS	Gallons Captain		10/12/2023	0	453.00 00025483
			Vendor Subtotal:			1,601.00

1000-25-1423-52400	MENARDS (MUSC)	Trash Can w/Lid/Glass Cleaner/Gloves	10/12/2023	0	96.42	
		Vendor Subtotal:			96.42	
1000-25-1423-52740	MENARDS (MUSC)	Lock Nut/Compressor Oil	10/12/2023	0	35.58	
		Vendor Subtotal:			35.58	
1000-25-1423-52830	GRAINGER DEPT 802675066	Drum Deheader	10/12/2023	0	96.43	
		Vendor Subtotal:			96.43	
1000-25-1423-52830	MENARDS (MUSC)	Looper	10/12/2023	0	19.98	
		Vendor Subtotal:			19.98	
1000-25-1423-52830	PLUMB SUPPLY COMPANY	Flat Boring Set	10/12/2023	0	30.88	
		Vendor Subtotal:			30.88	
1000-25-1423-52830	TCM BANK NA VISA	Air Pump for Compressor	10/17/2023	0	149.99	00025514
		Vendor Subtotal:			149.99	
1000-25-1423-52840	MENARDS (MUSC)	Gloves/Glass Cleaner	10/12/2023	0	35.93	
		Vendor Subtotal:			35.93	
1000-25-1423-53110	MENARDS (MUSC)	Lumber	10/12/2023	0	60.68	
		Vendor Subtotal:			60.68	
1000-25-1423-53120	ARNOLD MOTOR SUPPLY	Drop Light	10/12/2023	0	41.99	
		Vendor Subtotal:			41.99	
1000-25-1423-53120	MENARDS (MUSC)	Time Switch	10/12/2023	0	42.11	

1000-25-1423-53120	MENARDS (MUSC)	Bulbs/GFI Cover		10/12/2023	0	91.45
			Vendor Subtotal:			133.56
1000-25-1423-53120	PLUMB SUPPLY COMPANY	Kohler Toilet w/Seat		10/12/2023	0	194.69 00025099
			Vendor Subtotal:			194.69
1000-25-1423-53130	PLUMB SUPPLY COMPANY	All Purpose Cement/Tee		10/12/2023	0	8.06
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Gasket		10/12/2023	0	25.31
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Silicone/Foam Sealant		10/12/2023	0	35.69
			Vendor Subtotal:			69.06
1000-25-1423-53140	MENARDS (MUSC)	Spray Paint		10/12/2023	0	39.95
			Vendor Subtotal:			39.95
1000-25-1423-53220	NAPA OF MUSCATINE	SPC		10/12/2023	0	31.45
			Vendor Subtotal:			31.45
1000-25-1423-53220	PHILLIPS BROS RENTALS INC	Pulley		10/12/2023	0	5.19
1000-25-1423-53220	PHILLIPS BROS RENTALS INC	Belt		10/12/2023	0	17.19
			Vendor Subtotal:			22.38
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park		10/12/2023	0	9.10
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park		10/13/2023	0	9.10
			Vendor Subtotal:			18.20
1000-25-1423-62260	PS3 Enterprises Inc.	Temp Sanitation		10/13/2023	0	95.00
			Vendor Subtotal:			95.00
1000-25-1423-62530	UNITED RENTALS (NORTH AMER)	Shop Supplies		10/12/2023	0	15.00

		Vendor Subtotal:			15.00	
1000-25-1423-65210	MUSCATINE POWER & WATER	September Phones - Weed Park	10/12/2023	0	71.27	
		Vendor Subtotal:			71.27	
1000-25-1423-65275	VERIZON WIRELESS	September Cell Phones	10/12/2023	0	40.01	
		Vendor Subtotal:			40.01	
1000-25-1423-65310	ALLIANT ENERGY	September Gas - Pearl City	10/13/2023	0	35.38	
1000-25-1423-65310	ALLIANT ENERGY	September Gas - Harbor	10/13/2023	0	33.12	
1000-25-1423-65310	ALLIANT ENERGY	September Gas - Weed Park	10/12/2023	0	45.42	
		Vendor Subtotal:			113.92	
1000-25-1423-67130	LELAND LAMP MACHINE SHOP IN(	Machine Electric Motor Shaft	10/12/2023	0	80.00	
		Vendor Subtotal:			80.00	
1000-25-1423-67130	PEARL CITY MAINTENANCE LLC	Electrical Repair	10/13/2023	0	390.00	00025645
1000-25-1423-67130	PEARL CITY MAINTENANCE LLC	Electrical Repair- Parts	10/13/2023	0	298.00	00025646
		Vendor Subtotal:			688.00	
1000-25-1423-67140	MUSCATINE LAWN & POWER	Tire	10/13/2023	0	40.64	
		Vendor Subtotal:			40.64	
1000-25-1423-67340	VAN WALL EQUIPMENT INC.	Credit Taken Twice	10/17/2023	0	125.68	
		Vendor Subtotal:			125.68	
1000-25-1424-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	8.69	
		Vendor Subtotal:			8.69	

1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	7.75	
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	10.16	
			Vendor Subtotal:			17.91	
1000-25-1424-52750	TCM BANK NA VISA	Farm & Fleet - Lubricants		10/17/2023	0	25.96	
			Vendor Subtotal:			25.96	
1000-25-1424-52890	MARK A DIERCKS	Regular Shank Padlocks- KS 2917		10/13/2023	0	79.50	00025221
			Vendor Subtotal:			79.50	
1000-25-1424-53120	MENARDS (MUSC)	Bulbs		10/12/2023	0	81.98	
1000-25-1424-53120	MENARDS (MUSC)	Lamp Holder		10/12/2023	0	7.52	
			Vendor Subtotal:			89.50	
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Tubing		10/13/2023	0	5.99	
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Fittings		10/13/2023	0	98.26	
			Vendor Subtotal:			104.25	
1000-25-1425-62120	FREERS & SONS TREE SERVICE	307 Busch St Tree Removal		10/12/2023	0	500.00	00025590
			Vendor Subtotal:			500.00	
1000-25-1427-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	8.72	
			Vendor Subtotal:			8.72	
1000-25-1427-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	7.75	
1000-25-1427-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	10.32	
			Vendor Subtotal:			18.07	
1000-25-1427-52730	SPRATT OIL SALES	Red-Dye Diesel		10/13/2023	0	798.00	00025663
1000-25-1427-52730	SPRATT OIL SALES	Red-Dye Diesel		10/13/2023	0	47.88	

		Vendor Subtotal:			845.88	
1000-25-1427-52890	MARK A DIERCKS	Regular Shank Padlocks- Soccer 3918	10/13/2023	0	79.50	00025221
		Vendor Subtotal:			79.50	
1000-25-1427-53130	MENARDS (MUSC)	Gloves/Nipples	10/12/2023	0	46.39	
		Vendor Subtotal:			46.39	
1000-25-1427-53130	PLUMB SUPPLY COMPANY	Braided Tube	10/12/2023	0	33.40	
		Vendor Subtotal:			33.40	
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Spark Plug	10/13/2023	0	16.08	
		Vendor Subtotal:			16.08	
1000-25-1427-53220	REDEXIM	151016029 - Yoke	10/13/2023	0	100.24	00024972
1000-25-1427-53220	REDEXIM	19000016 - Pin	10/13/2023	0	7.45	00024972
1000-25-1427-53220	REDEXIM	1800161130 - Joint	10/13/2023	0	72.07	00024972
1000-25-1427-53220	REDEXIM	Shipping	10/13/2023	0	28.82	00024972
		Vendor Subtotal:			208.58	
1000-25-1427-53220	TCM BANK NA VISA	Farm & Fleet - Materials	10/17/2023	0	58.97	
		Vendor Subtotal:			58.97	
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	10/12/2023	0	22.94	
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	10/13/2023	0	22.94	
		Vendor Subtotal:			45.88	
1000-25-1431-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	12.75	
		Vendor Subtotal:			12.75	

1000-25-1431-46600	RELIANCE STANDARD LIFE INS COLTD October 2023		10/17/2023	0	14.69
		Vendor Subtotal:			14.69
1000-25-1432-53120	MENARDS (MUSC)	Ballast/Socket	10/12/2023	0	56.97
		Vendor Subtotal:			56.97
1000-30-1511-46200	RELIANCE STANDARD LIFE INS COLife October 2023		10/17/2023	0	75.01
		Vendor Subtotal:			75.01
1000-30-1511-46600	RELIANCE STANDARD LIFE INS COLTD October 2023		10/17/2023	0	108.78
		Vendor Subtotal:			108.78
1000-30-1511-46700	MISSION SQUARE	RHS Contribution - D Chapman	10/13/2023	0	6,582.24
		Vendor Subtotal:			6,582.24
1000-30-1511-52890	AMAZON.COM	Microphone Stand/Stapler	10/12/2023	0	50.11
		Vendor Subtotal:			50.11
1000-30-1511-52890	TCM BANK NA VISA	Dollar Tree - Storage Containers	10/17/2023	0	75.00
		Vendor Subtotal:			75.00
1000-30-1511-61340	DAVENPORT MAIN LIBRARY	DM Fees	10/17/2023	0	1,347.23
		Vendor Subtotal:			1,347.23
1000-30-1511-61340	TCM BANK NA VISA	Zoom - Monthly Fee	10/17/2023	0	55.99
1000-30-1511-61340	TCM BANK NA VISA	Mailchimp - E Newsletter Fee	10/17/2023	0	100.00
1000-30-1511-61340	TCM BANK NA VISA	Big Imprint - Monthly Website	10/17/2023	0	116.00
		Vendor Subtotal:			271.99

1000-30-1511-61660	UNIQUE MANAGEMENT SERVICES	Collection Agency Fee	10/12/2023	0	65.00
		Vendor Subtotal:			65.00
1000-30-1511-62460	EULENSPIEGEL PUPPET THEATRE	Puppet Show 10/7/23	10/12/2023	0	350.00
		Vendor Subtotal:			350.00
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee - Sparkplugs	10/17/2023	0	29.85
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee - Adult Book Club	10/17/2023	0	9.98
1000-30-1511-62460	TCM BANK NA VISA	Dollar Tree - Mother/Daughter	10/17/2023	0	6.25
1000-30-1511-62460	TCM BANK NA VISA	Etsy - Mother/Daughter	10/17/2023	0	4.00
1000-30-1511-62460	TCM BANK NA VISA	JoAnn's - Story Hike Taylor	10/17/2023	0	9.98
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Movie Trivia Night	10/17/2023	0	49.08
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Story Hike Taylor	10/17/2023	0	13.59
1000-30-1511-62460	TCM BANK NA VISA	Dollar Tree - Passive Program	10/17/2023	0	15.00
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Sparkplugs	10/17/2023	0	58.49
1000-30-1511-62460	TCM BANK NA VISA	Hobby Lobby - 13 Eerie Events	10/17/2023	0	21.67
		Vendor Subtotal:			217.89
1000-30-1511-62460	LUCINDA HARMS	Health Program 10/2023	10/17/2023	0	50.00
		Vendor Subtotal:			50.00
1000-30-1511-63300	XEROX CORPORATION	Copier	10/17/2023	0	206.73
		Vendor Subtotal:			206.73
1000-30-1511-64200	TCM BANK NA VISA	Iowa Library Assoc - Regisration (9)	10/17/2023	0	1,390.00
		Vendor Subtotal:			1,390.00
1000-30-1511-65100	TCM BANK NA VISA	Facebook - Advertising	10/17/2023	0	1.14
		Vendor Subtotal:			1.14
1000-30-1511-65240	VERIZON WIRELESS	Remote Hotspot	10/12/2023	0	40.01

		Vendor Subtotal:			40.01
1000-30-1511-65240	T-MOBILE	Remote Hotspot	10/12/2023	0	89.25
		Vendor Subtotal:			89.25
1000-30-1511-69400	TCM BANK NA VISA	Iowa Library Assoc - Membership Fielde	10/17/2023	0	190.00
		Vendor Subtotal:			190.00
1000-30-1511-74500	LIBRARY SYSTEMS & SERVICES L	Books/Materials	10/17/2023	0	9,429.04
		Vendor Subtotal:			9,429.04
1000-30-1511-74500	TCM BANK NA VISA	OHJ Subscription - Dire Magazine Subsc	10/17/2023	0	28.00
1000-30-1511-74500	TCM BANK NA VISA	Wall Street Journal - Newspaper Fee	10/17/2023	0	54.99
		Vendor Subtotal:			82.99
1000-35-1521-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	41.51
		Vendor Subtotal:			41.51
1000-35-1521-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	59.67
		Vendor Subtotal:			59.67
1000-35-1521-52600	TCM BANK NA VISA	Aldi - Food for JFC Reception	10/17/2023	0	177.87
1000-35-1521-52600	TCM BANK NA VISA	Hy-Vee - Food for JFC Reception	10/17/2023	0	19.98
		Vendor Subtotal:			197.85
1000-35-1521-52820	AMAZON.COM	Fabric Sheets/Pipe Cleaners/Bookmark T	10/13/2023	0	83.33
1000-35-1521-52820	AMAZON.COM	Bracelet Making Kits/Tape/Wooden Stars	10/13/2023	0	97.55
1000-35-1521-52820	AMAZON.COM	Paint Markers	10/13/2023	0	74.94
1000-35-1521-52820	AMAZON.COM	Acrylic Paint Pens	10/13/2023	0	46.98

		Vendor Subtotal:			302.80
1000-35-1521-52890	AMAZON.COM	Mouse Glue Boards	10/13/2023	0	58.58
1000-35-1521-52890	AMAZON.COM	Flame Tip Bulb	10/13/2023	0	43.43
1000-35-1521-52890	AMAZON.COM	Memory Card	10/13/2023	0	48.78
		Vendor Subtotal:			150.79
1000-35-1521-52890	TCM BANK NA VISA	Wal-Mart - Napkins/Plastic Plates for Re	10/17/2023	0	40.06
		Vendor Subtotal:			40.06
1000-35-1521-61640	VADA BAKER	Teaching Fee Class ID 7123	10/13/2023	0	75.00
		Vendor Subtotal:			75.00
1000-35-1521-61640	JULIE LEAR	Teaching Fee Class ID 7129	10/13/2023	0	50.00
		Vendor Subtotal:			50.00
1000-35-1521-61640	HEATHER MICHELE SEIBEL	Teaching Fee Class ID 7124	10/13/2023	0	75.00
		Vendor Subtotal:			75.00
1000-35-1521-62370	GORDON FLESCH COMPANY	Copier	10/13/2023	0	82.04
		Vendor Subtotal:			82.04
1000-35-1521-64500	MELANIE ALEXANDER	Mileage Reimb 10/2/23	10/17/2023	0	61.60
		Vendor Subtotal:			61.60
1000-35-1521-64500	KATY LOOS	Reimb Mileage 9/18/23	10/13/2023	0	19.60
		Vendor Subtotal:			19.60
1000-35-1521-65210	MUSCATINE POWER & WATER	September Phones - Art Center	10/13/2023	0	166.94

		Vendor Subtotal:			166.94	
1000-35-1521-65240	MUSCATINE POWER & WATER	September Internet - Art Center	10/13/2023	0	82.97	
		Vendor Subtotal:			82.97	
1000-40-1151-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	24.27	
		Vendor Subtotal:			24.27	
1000-40-1151-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	17.13	
1000-40-1151-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	45.90	
		Vendor Subtotal:			63.03	
1000-40-1151-52400	ALL FLAGS LLC	3' x 5' City of Muscatine Nylon Outdoor l	10/12/2023	0	2,022.80	00025158
		Vendor Subtotal:			2,022.80	
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel for Mowers	10/17/2023	0	99.50	
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel for Mowers	10/17/2023	0	73.23	
		Vendor Subtotal:			172.73	
1000-40-1151-52830	TCM BANK NA VISA	60" Refrigeration Hose w/Ball Valve Ada	10/17/2023	0	196.12	00025527
1000-40-1151-52830	TCM BANK NA VISA	60" Refrigeration Hose w/Ball Valve Ada	10/17/2023	0	0.01	
1000-40-1151-52830	TCM BANK NA VISA	Eliminator Refrig Evacuation Pump 6.0 c	10/17/2023	0	359.99	00025537
1000-40-1151-52830	TCM BANK NA VISA	SupplyHouse - Valve Core Tool	10/17/2023	0	70.13	
		Vendor Subtotal:			626.25	
1000-40-1151-52840	HEARTSMART.COM	AED (4)	10/13/2023	0	7,560.00	
		Vendor Subtotal:			7,560.00	
1000-40-1151-52890	MENARDS (MUSC)	Screws	10/12/2023	0	5.22	
1000-40-1151-52890	MENARDS (MUSC)	Utility Knife/Trim/Carpet Adhesive	10/12/2023	0	62.30	
1000-40-1151-52890	MENARDS (MUSC)	Door Levers	10/12/2023	0	88.68	

1000-40-1151-52890	MENARDS (MUSC)	Door Lock		10/12/2023	0	26.98
			Vendor Subtotal:			183.18
1000-40-1151-52890	MUSCATINE LAWN & POWER	Blades		10/12/2023	0	86.97
			Vendor Subtotal:			86.97
1000-40-1151-52890	REEVES BATTERY SALES	Battery		10/12/2023	0	25.00
			Vendor Subtotal:			25.00
1000-40-1151-52890	SIGN PRO	Food/Drink Rules Council Chambers		10/12/2023	0	64.08
			Vendor Subtotal:			64.08
1000-40-1151-53120	MENARDS (MUSC)	Bulbs		10/12/2023	0	1.99
			Vendor Subtotal:			1.99
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Ballast		10/12/2023	0	99.92
			Vendor Subtotal:			99.92
1000-40-1151-53130	BAVCO	Backflow Parts - 009-RT050		10/13/2023	0	153.40 00025557
1000-40-1151-53130	BAVCO	Backflow Parts - 009M2-VT125		10/13/2023	0	261.00 00025557
1000-40-1151-53130	BAVCO	Freight		10/13/2023	0	21.50
			Vendor Subtotal:			435.90
1000-40-1151-53140	MENARDS (MUSC)	Paint		10/12/2023	0	26.98
			Vendor Subtotal:			26.98
1000-40-1151-53150	MENARDS (MUSC)	Filter/Water Pad		10/12/2023	0	47.42
			Vendor Subtotal:			47.42

1000-40-1151-53330	MENARDS (MUSC)	Concrete Mix		10/12/2023	0	16.65
			Vendor Subtotal:			16.65
1000-40-1151-65310	ALLIANT ENERGY	September Gas - Library		10/13/2023	0	36.68
1000-40-1151-65310	ALLIANT ENERGY	September Gas - S Fire		10/12/2023	0	64.80
			Vendor Subtotal:			101.48
1000-40-1151-67320	PHILLIPS BROS RENTALS INC	Plugs/Saw Chain		10/12/2023	0	88.27
			Vendor Subtotal:			88.27
1000-40-1151-67330	REPUBLIC	REF R22-30 Refrigerant Gas R22 30# D/		10/13/2023	0	1,360.50 00025701
1000-40-1151-67330	REPUBLIC	REF R410A-25 Refrogeramt Gas R41-A		10/13/2023	0	334.50 00025701
			Vendor Subtotal:			1,695.00
1000-40-1151-67330	WOODMAN ELECTRICAL CONTRA(	Tech Support Program Billing		10/12/2023	0	1,300.00
			Vendor Subtotal:			1,300.00
1000-40-1151-67330	STATE OF IOWA - ELEVATOR SAFE	Inspection #11624		10/12/2023	0	225.00
			Vendor Subtotal:			225.00
1000-40-1151-67330	TCM BANK NA VISA	Ignition Module Replacement - Trane SK		10/17/2023	0	282.21 00025402
			Vendor Subtotal:			282.21
1000-40-1151-69900	TCM BANK NA VISA	DPH Regulatory - S O'Brien Backflower		10/17/2023	0	72.00
1000-40-1151-69900	TCM BANK NA VISA	DPH Regulatory - D Shrier Backflower F		10/17/2023	0	72.00
			Vendor Subtotal:			144.00
1000-40-1611-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	31.94
			Vendor Subtotal:			31.94

1000-40-1611-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	44.76	
		Vendor Subtotal:			44.76	
1000-40-1611-64200	IOWA DEPT OF TRANSPORTATION	Erosion Control - J Hopkins	10/12/2023	0	300.00	
1000-40-1611-64200	IOWA DEPT OF TRANSPORTATION	Soils Technician - J Hopkins	10/12/2023	0	240.00	
1000-40-1611-64200	IOWA DEPT OF TRANSPORTATION	PCC Level II - J Hopkins	10/12/2023	0	480.00	
1000-40-1611-64200	IOWA DEPT OF TRANSPORTATION	Erosion Control - M Whitlow	10/12/2023	0	300.00	
1000-40-1611-64200	IOWA DEPT OF TRANSPORTATION	Soils Technician - M Whitlow	10/12/2023	0	240.00	
1000-40-1611-64200	IOWA DEPT OF TRANSPORTATION	PCC Level II - M Whitlow	10/12/2023	0	480.00	
		Vendor Subtotal:			2,040.00	
1000-40-1611-74200	MOTOROLA SOLUTIONS	Body Cameras	10/13/2023	0	559.50	
		Vendor Subtotal:			559.50	
1000-40-1611-74260	TCM BANK NA VISA	Civil 3D- One Year Subscription	10/17/2023	0	2,653.25	00025349
		Vendor Subtotal:			2,653.25	
1000-40-1621-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	50.72	
		Vendor Subtotal:			50.72	
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	20.27	
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	157.92	
		Vendor Subtotal:			178.19	
1000-40-1621-52300	JASON KRUSE	Reimb Uniforms - J Kruse	10/12/2023	0	29.99	
		Vendor Subtotal:			29.99	
1000-40-1621-52400	KELLOR & KELLOR LANDSCAPE IN	Seed/Straw Grant Street	10/12/2023	0	32.00	
		Vendor Subtotal:			32.00	

1000-40-1621-52720	TCM BANK NA VISA	Kum & Go - Premium Fuel		10/17/2023	0	44.00
			Vendor Subtotal:			44.00
1000-40-1621-52830	MENARDS (MUSC)	Drill Bit		10/13/2023	0	54.98 00025676
1000-40-1621-52830	MENARDS (MUSC)	Roto Hammer		10/13/2023	0	379.00 00025676
1000-40-1621-52830	MENARDS (MUSC)	Rebates Used		10/13/2023	0	-63.97
			Vendor Subtotal:			370.01
1000-40-1621-52830	PHILLIPS BROS RENTALS INC	Chain		10/13/2023	0	30.99
			Vendor Subtotal:			30.99
1000-40-1621-52830	SHERWIN WILLIAMS	Strainer		10/13/2023	0	47.07
			Vendor Subtotal:			47.07
1000-40-1621-52830	AMAZON.COM	Rotary Hammer Bit		10/13/2023	0	59.00
			Vendor Subtotal:			59.00
1000-40-1621-53140	MENARDS (MUSC)	Acetone/Container		10/12/2023	0	22.48
			Vendor Subtotal:			22.48
1000-40-1621-62260	PS3 Enterprises Inc.	Temp Sanitation		10/13/2023	0	95.00
			Vendor Subtotal:			95.00
1000-40-1621-64120	TCM BANK NA VISA	Quality Inn - Lodging Wedekind		10/17/2023	0	235.18
			Vendor Subtotal:			235.18
1000-40-1621-64200	TCM BANK NA VISA	ISU - Work Zone Jason		10/17/2023	0	25.00
			Vendor Subtotal:			25.00

1000-40-1621-65310	ALLIANT ENERGY	September Gas - PW		10/12/2023	0	32.56	
1000-40-1621-65310	ALLIANT ENERGY	September Gas - PW		10/12/2023	0	22.69	
1000-40-1621-65310	ALLIANT ENERGY	September Gas - Morgan Bldg		10/12/2023	0	32.41	
1000-40-1621-65310	ALLIANT ENERGY	September Gas - Lower Lot		10/12/2023	0	32.41	
1000-40-1621-65310	ALLIANT ENERGY	September Gas - PW		10/12/2023	0	47.64	
			Vendor Subtotal:			167.71	
1000-40-1621-67400	S.J. SMITH CO.	Welding Supplies		10/12/2023	0	100.00	
			Vendor Subtotal:			100.00	
1000-40-1621-67400	UNITED RENTALS (NORTH AMER)	Core Drill		10/12/2023	0	255.00	
			Vendor Subtotal:			255.00	
1000-40-1622-67150	JOHN HERRMAN	Channel Iron for Spreader Repair		10/12/2023	0	205.44	00025637
			Vendor Subtotal:			205.44	
1000-40-1623-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	5.94	
			Vendor Subtotal:			5.94	
1000-40-1623-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	29.81	
			Vendor Subtotal:			29.81	
1000-40-1623-52890	ARNOLD MOTOR SUPPLY	Auto Line Return		10/12/2023	0	-158.38	
1000-40-1623-52890	ARNOLD MOTOR SUPPLY	Auto Line		10/12/2023	0	158.38	
			Vendor Subtotal:			0.00	
1000-40-1624-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	3.13	
			Vendor Subtotal:			3.13	
1000-40-1624-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	16.38	

		Vendor Subtotal:			16.38
1000-40-1641-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	27.93
		Vendor Subtotal:			27.93
1000-40-1641-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	33.69
		Vendor Subtotal:			33.69
1000-40-1641-62370	GORDON FLESCH COMPANY	Copier	10/13/2023	0	58.00
		Vendor Subtotal:			58.00
1000-40-1641-64120	TCM BANK NA VISA	Hilton - Lodging Stineman APWA Confe	10/17/2023	0	1,549.90
1000-40-1641-64120	TCM BANK NA VISA	Phil's BBQ - Meal Stineman	10/17/2023	0	22.05
1000-40-1641-64120	TCM BANK NA VISA	Eastern IA Airport - Parking QC Airport	10/17/2023	0	72.00
		Vendor Subtotal:			1,643.95
		Subtotal for FUND: 1000			192,429.44
3981-30-3981-64200	TCM BANK NA VISA	Iowa Library Assoc - Regisration (7)	10/17/2023	0	1,470.00
		Vendor Subtotal:			1,470.00
3981-30-3983-61340	RELIABLE NETWORK SOLUTIONS I	Monthly Fee	10/12/2023	0	49.00
		Vendor Subtotal:			49.00
3981-30-3983-61340	TCM BANK NA VISA	Apple - I Cloud Storage Fee	10/17/2023	0	2.99
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Streaming Monthly	10/17/2023	0	219.00
		Vendor Subtotal:			221.99
		Subtotal for FUND: 3981			1,740.99

3991-35-3991-52890	AMAZON.COM	3 Ring Binders	10/13/2023	0	89.88
		Vendor Subtotal:			89.88
		Subtotal for FUND: 3991			89.88
4155-00-0000-20600	ALL AMERICAN CONCRETE INC.	67th Ave Sidewalk Retainage Release	10/17/2023	0	14,402.33
		Vendor Subtotal:			14,402.33
4155-40-4155-61420	BOLTON & MENK INC	Sidewalk Design 7/22 - 9/1	10/13/2023	0	1,550.00
		Vendor Subtotal:			1,550.00
4155-40-4155-73300	ALL AMERICAN CONCRETE INC.	67th Ave Sidewalk Retainage Release	10/17/2023	0	131.81
		Vendor Subtotal:			131.81
		Subtotal for FUND: 4155			16,084.14
4166-40-4166-61420	BOLTON & MENK INC	Park Ave Close Out	10/13/2023	0	9,531.50
		Vendor Subtotal:			9,531.50
		Subtotal for FUND: 4166			9,531.50
4180-40-4180-61420	BOLTON & MENK INC	Fulliam Ave Reconstruction	10/13/2023	0	2,225.00
4180-40-4180-61420	BOLTON & MENK INC	Fulliam 7/22 - 9/1	10/13/2023	0	250.00
		Vendor Subtotal:			2,475.00
		Subtotal for FUND: 4180			2,475.00
4187-40-4187-61420	VEENSTRA & KIMM INC	Lakepark Bridge Deck Repairs	10/13/2023	0	8,662.50
		Vendor Subtotal:			8,662.50

		Subtotal for FUND: 4187			8,662.50	
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Reconstruction	10/13/2023	0	20,651.50	
		Vendor Subtotal:			20,651.50	
4195-40-4199-61420	BOLTON & MENK INC	Carver Corner Roundabout	10/13/2023	0	8,823.35	
		Vendor Subtotal:			8,823.35	
		Subtotal for FUND: 4195			29,474.85	
4276-40-4276-61430	STEVE DALBEY	Inspection Services 9/25/23 - 10/8/23	10/13/2023	0	3,095.93	
		Vendor Subtotal:			3,095.93	
4276-40-4276-61660	MARTIN & WHITACRE SURVEYORS	Surveying Services	10/13/2023	0	2,027.50	00025685
		Vendor Subtotal:			2,027.50	
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5B Pay App #39	10/13/2023	0	76,674.62	
		Vendor Subtotal:			76,674.62	
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6 A/B Pay App #7	10/13/2023	0	152,017.63	
		Vendor Subtotal:			152,017.63	
		Subtotal for FUND: 4276			233,815.68	
4488-25-4488-61420	WATERSMITH ENGINEERING	Soccer Irrigation Professional Services A	10/13/2023	0	1,097.50	00025496
		Vendor Subtotal:			1,097.50	
		Subtotal for FUND: 4488			1,097.50	

4498-25-4498-61420	I & S GROUP, INC	Sports Dome Engineering Services	10/17/2023	0	4,201.25
		Vendor Subtotal:			4,201.25
		Subtotal for FUND: 4498			4,201.25
4838-35-4838-61660	AUNT RHODIES	Japanese Garden Renovation	10/17/2023	0	30,291.99
		Vendor Subtotal:			30,291.99
		Subtotal for FUND: 4838			30,291.99
4842-00-4842-52600	TCM BANK NA VISA	Wal-Mart - Food for Public Meeting (Hou	10/17/2023	0	20.86
4842-00-4842-52600	TCM BANK NA VISA	Skinny's BBQ - Food for Public Meeting	10/17/2023	0	390.65
4842-00-4842-52600	TCM BANK NA VISA	Kum & Go - Ice for Public Meeting (Hou	10/17/2023	0	6.19
		Vendor Subtotal:			417.70
		Subtotal for FUND: 4842			417.70
4863-10-4863-61420	BOLTON & MENK INC	New AVGAS Fuel System	10/13/2023	0	2,656.00
		Vendor Subtotal:			2,656.00
		Subtotal for FUND: 4863			2,656.00
4903-00-4903-61660	CORBIN DESIGN	Wayfinding Master Plan	10/13/2023	0	8,525.09
		Vendor Subtotal:			8,525.09
		Subtotal for FUND: 4903			8,525.09
5211-40-5211-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	14.88
		Vendor Subtotal:			14.88
5211-40-5211-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	17.12

		Vendor Subtotal:			17.12	
5211-40-5211-64120	TCM BANK NA VISA	Westin - Lodging Fortenbacher	10/17/2023	0	721.89	
5211-40-5211-64120	TCM BANK NA VISA	Harvey's - Meal Fortenbacher	10/17/2023	0	16.00	
5211-40-5211-64120	TCM BANK NA VISA	Jack STack - Meal Fortenbacher	10/17/2023	0	29.00	
		Vendor Subtotal:			766.89	
5211-40-5211-65310	ALLIANT ENERGY	September Gas - Transit	10/12/2023	0	20.42	
5211-40-5211-65310	ALLIANT ENERGY	September Gas - Transit	10/12/2023	0	9.72	
5211-40-5211-65310	ALLIANT ENERGY	September Gas - Transit	10/12/2023	0	13.95	
		Vendor Subtotal:			44.09	
		Subtotal for FUND: 5211			842.98	
5311-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.09.2023 Life Insurance	09/15/2023	0	0.10	
		Vendor Subtotal:			0.10	
5311-05-5311-37360	PEARL CITY MAINTENANCE LLC	Reimb Parking Hood Deposits	10/12/2023	0	10.00	
		Vendor Subtotal:			10.00	
5311-05-5311-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	6.23	
		Vendor Subtotal:			6.23	
5311-05-5311-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	8.09	
5311-05-5311-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	5.58	
		Vendor Subtotal:			13.67	
5311-05-5311-51100	AMAZON.COM	Ergonomic Mouse Pad Wrist Support	10/12/2023	0	9.99	00025626
		Vendor Subtotal:			9.99	

5311-05-5311-74200	MOTOROLA SOLUTIONS	Body Cameras		10/13/2023	0	373.00
			Vendor Subtotal:			373.00
			Subtotal for FUND: 5311			412.99
5451-25-5451-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	18.13
			Vendor Subtotal:			18.13
5451-25-5451-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	15.95
5451-25-5451-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	17.21
			Vendor Subtotal:			33.16
5451-25-5451-52100	D & K PRODUCTS	Defender		10/12/2023	0	606.00 00025523
5451-25-5451-52100	D & K PRODUCTS	Defender		10/12/2023	0	3.00
5451-25-5451-52100	D & K PRODUCTS	Dylox		10/12/2023	0	150.00 00025523
			Vendor Subtotal:			759.00
5451-25-5451-52250	SITEONE LANDSCAPE SUPPLY	Treeage		10/12/2023	0	549.00 00025632
			Vendor Subtotal:			549.00
5451-25-5451-52890	MENARDS (MUSC)	Bags Asphalt Patch		10/12/2023	0	47.88 00025662
5451-25-5451-52890	MENARDS (MUSC)	Bulbs		10/12/2023	0	23.88 00025662
5451-25-5451-52890	MENARDS (MUSC)	Case of Lights for Clubhouse		10/12/2023	0	41.90 00025662
			Vendor Subtotal:			113.66
5451-25-5451-53130	MENARDS (MUSC)	Lubriant/Drain Valve		10/12/2023	0	58.98
			Vendor Subtotal:			58.98
5451-25-5451-53220	R & R PRODUCTS INC	Screw - Roller Shaft		10/12/2023	0	35.00
			Vendor Subtotal:			35.00

5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf		10/12/2023	0	75.73
			Vendor Subtotal:			75.73
5451-25-5451-64200	TCM BANK NA VISA	Pesticide Applicator License - Continuing		10/17/2023	0	100.00 00025551
			Vendor Subtotal:			100.00
5451-25-5451-65210	MUSCATINE POWER & WATER	September Phones - Golf		10/12/2023	0	27.99
			Vendor Subtotal:			27.99
5451-25-5451-65310	ALLIANT ENERGY	September Gas - Golf		10/12/2023	0	40.02
5451-25-5451-65310	ALLIANT ENERGY	September Gas - Golf		10/12/2023	0	36.19
			Vendor Subtotal:			76.21
5451-25-5451-67130	HARRIS GOLF CARS	Repairs		10/13/2023	0	274.72
			Vendor Subtotal:			274.72
5451-25-5452-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	15.50
			Vendor Subtotal:			15.50
5451-25-5452-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	17.90
			Vendor Subtotal:			17.90
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale		10/12/2023	0	691.15
			Vendor Subtotal:			691.15
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale		10/12/2023	0	181.50
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale		10/12/2023	0	108.00
			Vendor Subtotal:			289.50

5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	10/12/2023	0	192.32	
		Vendor Subtotal:			192.32	
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	10/12/2023	0	742.45	
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	10/12/2023	0	297.47	
		Vendor Subtotal:			1,039.92	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	35.52	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	22.08	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	32.80	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	57.58	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	16.56	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	31.66	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	47.12	
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	10/17/2023	0	21.98	
		Vendor Subtotal:			265.30	
5451-25-5452-52853	SUN MOUNTAIN SPORTS, INC	Sun Mountain PX3 Push Cart	10/12/2023	0	388.80	00025495
5451-25-5452-52853	SUN MOUNTAIN SPORTS, INC	Shipping	10/12/2023	0	51.00	00025495
		Vendor Subtotal:			439.80	
5451-25-5452-52853	TITLEIST	Resale Merchandise	10/12/2023	0	254.53	
5451-25-5452-52853	TITLEIST	Titleist T200 Iron Set	10/12/2023	0	1,113.00	00025562
5451-25-5452-52853	TITLEIST	Shipping	10/12/2023	0	16.89	
5451-25-5452-52853	TITLEIST	Titleist TSR1 Driver	10/12/2023	0	472.00	00025562
5451-25-5452-52853	TITLEIST	Shipping	10/12/2023	0	16.29	00025562
5451-25-5452-52853	TITLEIST	Shipping	10/13/2023	0	15.91	00025677
5451-25-5452-52853	TITLEIST	Titleist SM9 Wedge	10/13/2023	0	280.00	00025677
		Vendor Subtotal:			2,168.62	
5451-25-5452-52853	TOUR EDGE GOLF MGF INC	Chipper	10/12/2023	0	79.64	
		Vendor Subtotal:			79.64	

5451-25-5452-52853	TCM BANK NA VISA	J & M Golf - Resale Merchandise	10/17/2023	0	39.58
5451-25-5452-52853	TCM BANK NA VISA	J & M Golf - Merchandise for Resale	10/17/2023	0	87.95
		Vendor Subtotal:			127.53
5451-25-5452-63300	HARRIS GOLF CARS	September 2023	10/12/2023	0	822.50
5451-25-5452-63300	HARRIS GOLF CARS	September 2023	10/13/2023	0	822.50
5451-25-5452-63300	HARRIS GOLF CARS	Monthly Billing	10/13/2023	0	1,166.70
		Vendor Subtotal:			2,811.70
5451-25-5452-65510	MUSCATINE POWER & WATER	September Cable - Golf	10/12/2023	0	200.01
		Vendor Subtotal:			200.01
		Subtotal for FUND: 5451			10,460.47
5466-25-5466-69900	TCM BANK NA VISA	IA Dept Public Saftey - MarinaTank Ren	10/17/2023	0	21.80
		Vendor Subtotal:			21.80
		Subtotal for FUND: 5466			21.80
5642-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.09.2023 Life Insurance		09/15/2023	0	0.70
		Vendor Subtotal:			0.70
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.09.2023 Optional Life		09/15/2023	0	227.04
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.09.2023 Optional Life		09/01/2023	0	183.90
		Vendor Subtotal:			410.94
5642-45-5642-35210	MUNICIPAL COLLECTIONS OF AMI	Agent Fees - September	10/17/2023	0	59.21
		Vendor Subtotal:			59.21
5642-45-5642-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	45.16

		Vendor Subtotal:			45.16	
5642-45-5642-46600	RELIANCE STANDARD LIFE INS COLTD	BW October 2023	10/17/2023	0	103.86	
5642-45-5642-46600	RELIANCE STANDARD LIFE INS COLTD	October 2023	10/17/2023	0	33.58	
		Vendor Subtotal:			137.44	
5642-45-5642-52300	FERNANDO CARDOZA	Reimb Shoes - F Cardoza	10/17/2023	0	69.99	
		Vendor Subtotal:			69.99	
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Lubricant/Straw	10/12/2023	0	79.29	
		Vendor Subtotal:			79.29	
5642-45-5642-62245	REPUBLIC SERVICES #400	September 2023	10/12/2023	0	33,708.01	
		Vendor Subtotal:			33,708.01	
5642-45-5642-65260	US CELLULAR	September Cell Phones	10/12/2023	0	67.11	
		Vendor Subtotal:			67.11	
5642-45-5642-65310	ALLIANT ENERGY	September Gas - Transfer	10/12/2023	0	44.93	
		Vendor Subtotal:			44.93	
5642-45-5642-67130	ELLIOTT EQUIPMENT COMPANY	Investigate Damage to Ejection Shoes an	10/17/2023	0	1,424.06	00025687
		Vendor Subtotal:			1,424.06	
5642-45-5642-67340	FASTENAL COMPANY	Washers/Nuts/Screws	10/12/2023	0	20.57	
5642-45-5642-67340	FASTENAL COMPANY	Dumpster Wheels	10/12/2023	0	303.22	00025552
		Vendor Subtotal:			323.79	
5642-45-5642-67340	AMAZON.COM	Buffer Drill Attachement	10/12/2023	0	24.98	

		Vendor Subtotal:			24.98	
		Subtotal for FUND: 5642			36,395.61	
5652-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.09.2023 Life Insurance		09/15/2023	0	0.10	
		Vendor Subtotal:			0.10	
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.09.2023 Optional Life		09/15/2023	0	41.36	
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.09.2023 Optional Life		09/01/2023	0	41.36	
		Vendor Subtotal:			82.72	
5652-45-5652-46200	RELIANCE STANDARD LIFE INS COLife October 2023		10/17/2023	0	9.56	
		Vendor Subtotal:			9.56	
5652-45-5652-46600	RELIANCE STANDARD LIFE INS COLTD October 2023		10/17/2023	0	11.01	
		Vendor Subtotal:			11.01	
5652-45-5652-52890	MENARDS (MUSC)	Litter Fencing/Stakes	10/12/2023	0	319.44	00025636
		Vendor Subtotal:			319.44	
5652-45-5652-52890	COUNTY MATERIALS CORP	Manhole Risers	10/12/2023	0	4,300.00	00025438
		Vendor Subtotal:			4,300.00	
5652-45-5652-62520	JON BRAUNS	September 2023 Leachate Hauling	10/12/2023	0	2,040.00	
		Vendor Subtotal:			2,040.00	
5652-45-5652-62530	RITTMER INC	September 2023	10/12/2023	0	40,150.00	
		Vendor Subtotal:			40,150.00	

5652-45-5652-65320	EASTERN IOWA LIGHT & POWER C	September Power - Ward	10/12/2023	0	67.47
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER C	September Power - Landfill	10/12/2023	0	51.94
		Vendor Subtotal:			119.41
		Subtotal for FUND: 5652			47,032.24
5658-45-5658-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	19.07
		Vendor Subtotal:			19.07
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	16.28
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	39.06
		Vendor Subtotal:			55.34
5658-45-5658-51300	TCM BANK NA VISA	Item Inc - Ink Cartridges	10/17/2023	0	69.69
		Vendor Subtotal:			69.69
5658-45-5658-52750	S.J. SMITH CO.	Propane Gas	10/12/2023	0	79.80
		Vendor Subtotal:			79.80
5658-45-5658-52830	ARNOLD MOTOR SUPPLY	Drill	10/12/2023	0	84.99
		Vendor Subtotal:			84.99
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Air Filters	10/12/2023	0	62.73
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Tubing/Lubricant	10/12/2023	0	10.08
		Vendor Subtotal:			72.81
5658-45-5658-52890	LELAND LAMP MACHINE SHOP IN(	Mud Flap Repair	10/12/2023	0	24.00
		Vendor Subtotal:			24.00
5658-45-5658-52890	MENARDS (MUSC)	Spray Paint/Gable Vent	10/12/2023	0	84.95

5658-45-5658-52890	MENARDS (MUSC)	Paint Pen/Ink		10/12/2023	0	9.57
			Vendor Subtotal:			94.52
5658-45-5658-52890	SINCLAIR	Key		10/12/2023	0	19.42
			Vendor Subtotal:			19.42
5658-45-5658-52890	AMAZON.COM	Canvas Print		10/12/2023	0	79.98
5658-45-5658-52890	AMAZON.COM	File Holder		10/12/2023	0	30.88
			Vendor Subtotal:			110.86
5658-45-5658-52890	KUNAU IMPLEMENT CO	Freight		10/12/2023	0	18.00 00025531
5658-45-5658-52890	KUNAU IMPLEMENT CO	Front Tires and Rims for #417		10/12/2023	0	402.48 00025531
			Vendor Subtotal:			420.48
5658-45-5658-52890	CHALLIS LAWN CARE	Lawn Care		10/12/2023	0	75.00
			Vendor Subtotal:			75.00
5658-45-5658-53110	AMAZON.COM	Locking Stop Cap		10/12/2023	0	21.03
			Vendor Subtotal:			21.03
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer		10/12/2023	0	11.51
			Vendor Subtotal:			11.51
5658-45-5658-62270	SCOTT COUNTY WASTE COMMISSI	Electronics		10/12/2023	0	4,218.90
			Vendor Subtotal:			4,218.90
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 9/24/23		10/12/2023	0	182.70
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 10/1/23		10/12/2023	0	182.70
			Vendor Subtotal:			365.40

5658-45-5658-62450	INTEGRATED TECHNOLOGY PART	Security	10/12/2023	0	19.95	
		Vendor Subtotal:			19.95	
5658-45-5658-62520	JON BRAUNS	Excavator Service	10/12/2023	0	4,900.00	00025619
		Vendor Subtotal:			4,900.00	
5658-45-5658-62520	JON BRAUNS	September 2023 Solid Waste	10/12/2023	0	22,908.00	
5658-45-5658-62520	JON BRAUNS	September 2023 Fuel	10/12/2023	0	2,957.82	
		Vendor Subtotal:			25,865.82	
5658-45-5658-65310	ALLIANT ENERGY	September Gas - Transfer	10/12/2023	0	75.53	
		Vendor Subtotal:			75.53	
5658-45-5658-67330	PLETCHER ENTERPRISES INC	Welding Crane to Base	10/12/2023	0	2,740.50	00025635
		Vendor Subtotal:			2,740.50	
5658-45-5658-69400	SWANA	Member Dues	10/17/2023	0	245.00	
		Vendor Subtotal:			245.00	
		Subtotal for FUND: 5658			39,589.62	
5660-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.09.2023 Life Insurance	09/15/2023	0	1.20	
		Vendor Subtotal:			1.20	
5660-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00001.09.2023 Optional Life	09/01/2023	0	154.78	
5660-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.09.2023 Optional Life	09/15/2023	0	154.78	
		Vendor Subtotal:			309.56	
5660-50-5661-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	30.26	

			Vendor Subtotal:			30.26
5660-50-5661-46600	RELIANCE STANDARD LIFE INS COLTD	October 2023		10/17/2023	0	39.01
			Vendor Subtotal:			39.01
5660-50-5661-51100	STAPLES ADVANTAGE	Daily Calendar		10/12/2023	0	18.59
			Vendor Subtotal:			18.59
5660-50-5661-64120	JON KOCH	Reimb Meals 9/29/23 - 10/4/23		10/17/2023	0	49.23
5660-50-5661-64120	JON KOCH	Reimb Mileage 9/31/23		10/17/2023	0	64.90
			Vendor Subtotal:			114.13
5660-50-5661-64200	TCM BANK NA VISA	WEF - Registration Koch		10/17/2023	0	745.00
			Vendor Subtotal:			745.00
5660-50-5662-35230	MUNICIPAL COLLECTIONS OF AMI	Agent Fees - September		10/17/2023	0	60.52
			Vendor Subtotal:			60.52
5660-50-5662-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	54.57
			Vendor Subtotal:			54.57
5660-50-5662-46600	RELIANCE STANDARD LIFE INS COLTD	BW October 2023		10/17/2023	0	108.54
5660-50-5662-46600	RELIANCE STANDARD LIFE INS COLTD	October 2023		10/17/2023	0	37.64
			Vendor Subtotal:			146.18
5660-50-5662-52220	JAYNE PRODUCTS	Struvite Remover		10/12/2023	0	8,386.00 00025490
			Vendor Subtotal:			8,386.00
5660-50-5662-52830	ARNOLD MOTOR SUPPLY	Universal Joint		10/12/2023	0	12.79

			Vendor Subtotal:			12.79
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies		10/12/2023	0	50.00
			Vendor Subtotal:			50.00
5660-50-5662-53210	FASTENAL COMPANY	Jobber		10/12/2023	0	52.20
			Vendor Subtotal:			52.20
5660-50-5662-53210	GRAINGER DEPT 802675066	Cup Brush/Fiber Disc		10/12/2023	0	45.50
5660-50-5662-53210	GRAINGER DEPT 802675066	Band Saw Blade		10/12/2023	0	94.14
5660-50-5662-53210	GRAINGER DEPT 802675066	Filters		10/12/2023	0	62.52
			Vendor Subtotal:			202.16
5660-50-5662-53210	S.J. SMITH CO.	Electrode		10/12/2023	0	64.10
			Vendor Subtotal:			64.10
5660-50-5662-53210	TCM BANK NA VISA	Torch Kit		10/17/2023	0	626.60 00025361
5660-50-5662-53210	TCM BANK NA VISA	Torch Kit - Tax		10/17/2023	0	37.60
5660-50-5662-53210	TCM BANK NA VISA	Torch Kit - Tax Credit		10/17/2023	0	-37.60
5660-50-5662-53210	TCM BANK NA VISA	Welding Heating & Cutting Outfit		10/17/2023	0	313.30 00025489
			Vendor Subtotal:			939.90
5660-50-5662-53220	ARNOLD MOTOR SUPPLY	Strip Off Wheel		10/12/2023	0	48.86
			Vendor Subtotal:			48.86
5660-50-5662-53220	MENARDS (MUSC)	Misc. Supplies		10/12/2023	0	93.74 00025650
			Vendor Subtotal:			93.74
5660-50-5662-53220	UTILITY EQUIPMENT CO	Flanges		10/12/2023	0	242.37 00025464

		Vendor Subtotal:			242.37	
5660-50-5662-61340	TCM BANK NA VISA	Adobe - Subscription	10/17/2023	0	239.88	
		Vendor Subtotal:			239.88	
5660-50-5662-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	10/12/2023	0	45.00	
		Vendor Subtotal:			45.00	
5660-50-5662-64120	TCM BANK NA VISA	Cobblestone Inn - Lodging Swift	10/17/2023	0	100.79	
5660-50-5662-64120	TCM BANK NA VISA	Cobblestone Inn - Lodging Anson	10/17/2023	0	100.79	
		Vendor Subtotal:			201.58	
5660-50-5662-64400	TCM BANK NA VISA	Los Amigos - Meal (2)	10/17/2023	0	30.73	
		Vendor Subtotal:			30.73	
5660-50-5662-65210	CLEARFLY	September Phones - WRRF	10/12/2023	0	179.98	
		Vendor Subtotal:			179.98	
5660-50-5662-65310	ALLIANT ENERGY	September Gas - WPCP	10/12/2023	0	555.43	
5660-50-5662-65310	ALLIANT ENERGY	September Gas - Grit Bldg	10/12/2023	0	1,914.91	
		Vendor Subtotal:			2,470.34	
5660-50-5662-67130	MARK A DIERCKS	Duplicate Keys	10/12/2023	0	69.00	
		Vendor Subtotal:			69.00	
5660-50-5662-74100	EMAG MUSCATINE CBG LLC	2023 3/4 Ton 4x4 Pickup	10/12/2023	0	50,827.00	00025440
		Vendor Subtotal:			50,827.00	
5660-50-5663-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	17.26	

		Vendor Subtotal:			17.26	
5660-50-5663-46600	RELIANCE STANDARD LIFE INS COLTD BW October 2023		10/17/2023	0	16.31	
5660-50-5663-46600	RELIANCE STANDARD LIFE INS COLTD October 2023		10/17/2023	0	16.24	
		Vendor Subtotal:			32.55	
5660-50-5663-53220	FASTENAL COMPANY	T-Rod	10/12/2023	0	11.17	
		Vendor Subtotal:			11.17	
5660-50-5663-65310	ALLIANT ENERGY	September Gas - Schley	10/12/2023	0	37.83	
5660-50-5663-65310	ALLIANT ENERGY	September Gas - Stewart	10/12/2023	0	92.17	
		Vendor Subtotal:			130.00	
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Canon	10/12/2023	0	143.41	
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Spinning Wheel	10/12/2023	0	37.91	
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Houser	10/12/2023	0	95.89	
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Stewart	10/12/2023	0	460.26	
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Arbor Commons	10/12/2023	0	40.49	
		Vendor Subtotal:			777.96	
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Canon	10/12/2023	0	42.54	
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Houser	10/12/2023	0	22.12	
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Stewart	10/12/2023	0	27.21	
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Arbor Commons	10/12/2023	0	25.52	
		Vendor Subtotal:			117.39	
5660-50-5663-69400	TCM BANK NA VISA	Backflow Re-Certification for Clint Willi	10/17/2023	0	150.00	00025417
5660-50-5663-69400	TCM BANK NA VISA	DPH Regulatory - Backflow License	10/17/2023	0	78.00	
		Vendor Subtotal:			228.00	
5660-50-5665-46200	RELIANCE STANDARD LIFE INS COLife October 2023		10/17/2023	0	25.89	

			Vendor Subtotal:			25.89
5660-50-5665-46600	RELIANCE STANDARD LIFE INS COLTD BW October 2023			10/17/2023	0	31.20
5660-50-5665-46600	RELIANCE STANDARD LIFE INS COLTD October 2023			10/17/2023	0	22.56
			Vendor Subtotal:			53.76
5660-50-5665-52210	AIRGAS USA LLC	Compressed Air		10/12/2023	0	114.40 00025376
5660-50-5665-52210	AIRGAS USA LLC	Compressed Air		10/12/2023	0	77.40
			Vendor Subtotal:			191.80
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies		10/12/2023	0	1,142.00 00025596
			Vendor Subtotal:			1,142.00
5660-50-5665-52210	USA BLUE BOOK	PolySeed Innoculm		10/12/2023	0	69.45 00025595
5660-50-5665-52210	USA BLUE BOOK	Alkaline Iodids Azide		10/12/2023	0	38.90 00025595
			Vendor Subtotal:			108.35
5660-50-5665-52210	TCM BANK NA VISA	Absolute Standards - Supplies		10/17/2023	0	80.00
			Vendor Subtotal:			80.00
5660-50-5665-52830	USA BLUE BOOK	Hach LDO Probe		10/12/2023	0	1,213.96 00025347
5660-50-5665-52830	USA BLUE BOOK	Return		10/12/2023	0	-1,193.00
			Vendor Subtotal:			20.96
5660-50-5665-53220	MENARDS (MUSC)	Batteries		10/12/2023	0	42.71 00025650
			Vendor Subtotal:			42.71
5660-50-5665-62510	PHENOVA INC	Testing		10/12/2023	0	237.20 00025550
			Vendor Subtotal:			237.20

5660-50-5665-64200	TCM BANK NA VISA	Uiowa - Registration Fuller Bloechl		10/17/2023	0	200.00
5660-50-5665-64200	TCM BANK NA VISA	MU Engineering - Registraion Fuller-Blo		10/17/2023	0	105.00
			Vendor Subtotal:			305.00
5660-50-5666-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	9.39
			Vendor Subtotal:			9.39
5660-50-5666-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	51.63
			Vendor Subtotal:			51.63
5660-50-5666-52750	TCM BANK NA VISA	DEF Fluid		10/17/2023	0	134.86 00025575
			Vendor Subtotal:			134.86
5660-50-5666-52830	MENARDS (MUSC)	Tools		10/12/2023	0	92.73 00025649
			Vendor Subtotal:			92.73
5660-50-5666-52890	MENARDS (MUSC)	Misc. Op Supplies		10/12/2023	0	103.74 00025649
			Vendor Subtotal:			103.74
5660-50-5666-53210	ARNOLD MOTOR SUPPLY	Air Chuck Inner Duals		10/12/2023	0	14.41
			Vendor Subtotal:			14.41
5660-50-5666-53210	GRAINGER DEPT 802675066	Screw/Washer		10/12/2023	0	49.24
			Vendor Subtotal:			49.24
5660-50-5666-53210	TCM BANK NA VISA	Welding Heating & Cutting Outfit		10/17/2023	0	313.30 00025489
			Vendor Subtotal:			313.30

5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Hydraulic Hose for Lagoon Dredge		10/12/2023	0	2,953.68 00025604
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Fittings		10/12/2023	0	5.33
			Vendor Subtotal:			2,959.01
5660-50-5666-53220	GRAINGER DEPT 802675066	Fan for Dredge		10/12/2023	0	100.00 00025628
			Vendor Subtotal:			100.00
5660-50-5666-53220	TCM BANK NA VISA	Force America - Tax Credit		10/17/2023	0	-3.92
			Vendor Subtotal:			-3.92
5660-50-5666-69900	TCM BANK NA VISA	CDL Class for Dean Schlapkohl		10/17/2023	0	1,050.00 00025553
			Vendor Subtotal:			1,050.00
5660-50-5668-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	3.13
			Vendor Subtotal:			3.13
5660-50-5668-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	16.31
			Vendor Subtotal:			16.31
			Subtotal for FUND: 5660			74,090.48
5664-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.09.2023 Life Insurance		09/15/2023	0	0.22
			Vendor Subtotal:			0.22
5664-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00001.09.2023 Optional Life		09/01/2023	0	36.95
5664-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.09.2023 Optional Life		09/15/2023	0	35.86
			Vendor Subtotal:			72.81
5664-40-5664-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	31.63

			Vendor Subtotal:			31.63
5664-40-5664-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	24.60
5664-40-5664-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023		10/17/2023	0	65.14
			Vendor Subtotal:			89.74
5664-40-5664-53330	MENARDS (MUSC)	Concrete Mix		10/12/2023	0	13.32
			Vendor Subtotal:			13.32
5664-40-5664-65240	IOWA ONE CALLS	August One Calls		10/12/2023	0	267.30
			Vendor Subtotal:			267.30
5664-40-5664-73100	TRIPLE B CONSTRUCTION	Emergency Repair Culver @ 2711 Bidwe		10/13/2023	0	27,900.00
			Vendor Subtotal:			27,900.00
5664-50-5667-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023		10/17/2023	0	7.31
			Vendor Subtotal:			7.31
5664-50-5667-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023		10/17/2023	0	10.01
			Vendor Subtotal:			10.01
			Subtotal for FUND: 5664			28,392.34
5711-10-5711-52710	CARVER AERO INC	Fuel		10/12/2023	0	42.10
			Vendor Subtotal:			42.10
5711-10-5711-69850	IOWA DEPT OF NATURAL RESOUR	Annual Water Use Fee 5059		10/12/2023	0	115.00
			Vendor Subtotal:			115.00

5711-10-5711-69900	TCM BANK NA VISA	IA Dept Public Saftey - Airport Tank Rer	10/17/2023	0	40.00	
		Vendor Subtotal:			40.00	
		Subtotal for FUND: 5711			197.10	
5811-00-0000-11550	MUNICIPAL COLLECTIONS OF AMI	Agent Fees - September	10/17/2023	0	58.70	
		Vendor Subtotal:			58.70	
5811-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.09.2023 Life Insurance	09/15/2023	0	0.40	
		Vendor Subtotal:			0.40	
5811-20-5811-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	17.74	
		Vendor Subtotal:			17.74	
5811-20-5811-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	23.42	
		Vendor Subtotal:			23.42	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#NAR-10-0015 HyFin Chest Seal	10/12/2023	0	22.58	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1880-13022 Combat Application Tourn	10/12/2023	0	56.98	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2114-44434 King LTS-D Supraglottic A	10/12/2023	0	87.00	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#D4804 Bulb Tip Yankauer with Tubing	10/12/2023	0	27.95	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1071-10204 Curaplex Emesis Bag Stan	10/12/2023	0	103.96	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2113-10265 Curaplex Cuffed Endotrac	10/12/2023	0	35.90	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evider	10/12/2023	0	59.62	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2212-11200 Curaplex Disposable Hydr	10/12/2023	0	18.55	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14670 Curaplex Select Nasophary	10/12/2023	0	14.80	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2130-42560 Thomas Select ET Tube H	10/12/2023	0	14.67	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-20300 Curaplex DART No Syring	10/12/2023	0	24.75	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#025303 GreenLine/D Fiber Optic Macir	10/12/2023	0	11.18	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#87-VC410EA Pressure Infusion Bag 10	10/12/2023	0	34.58	00025560
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1012-47135 TritonGrip TE Exam Glov	10/12/2023	0	169.80	00025592
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1012-41734 TritonGrip TE Exam Glov	10/12/2023	0	169.80	00025592
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-47145 Curaplex TritonGrip EP X	10/12/2023	0	359.80	00025592
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#9455352 3M Earloop Procedure Face M	10/12/2023	0	290.16	00025592

		Vendor Subtotal:			1,502.08	
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	10/12/2023	0	118.88	
		Vendor Subtotal:			118.88	
5811-20-5811-52840	STRYKER SALES CORPORATION	Retractable Head Suction 02 Holder Kit	10/12/2023	0	955.40	00025630
		Vendor Subtotal:			955.40	
5811-20-5811-52840	WESTER DRUG	September Oxygen Tank Rentals	10/12/2023	0	60.00	
		Vendor Subtotal:			60.00	
5811-20-5811-52840	INTERNATIONAL POINT OF CARE	Cardiac STATus Myo/Tnl/CK-MB 20 kit	10/12/2023	0	1,336.73	00025584
		Vendor Subtotal:			1,336.73	
5811-20-5811-52840	AMAZON.COM	Disinfectant Cleaner	10/12/2023	0	33.99	
		Vendor Subtotal:			33.99	
5811-20-5811-52840	TCM BANK NA VISA	Cardiac Markers 5ct.	10/17/2023	0	415.00	00025569
5811-20-5811-52840	TCM BANK NA VISA	Annual Enrollment Fee	10/17/2023	0	150.00	00025569
		Vendor Subtotal:			565.00	
5811-20-5811-52840	MEDLINE	#HUD60752 MASKS: NONVENTED I	10/12/2023	0	654.41	00025422
		Vendor Subtotal:			654.41	
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Air Chuck Inner Duals	10/12/2023	0	17.73	
		Vendor Subtotal:			17.73	
5811-20-5811-61340	TCM BANK NA VISA	Vehicle Computer Diagnostic Reader (OT	10/17/2023	0	712.50	00025541

		Vendor Subtotal:			712.50	
5811-20-5811-62220	STERICYCLE INC	October Medical Waste Hauling	10/12/2023	0	224.15	
		Vendor Subtotal:			224.15	
5811-20-5811-62290	STERICYCLE INC	Shredding	10/17/2023	0	36.28	
		Vendor Subtotal:			36.28	
5811-20-5811-64600	BRANDON RHEINGANS	Reimb - Prodigy EMS Refresher Course	10/17/2023	0	125.00	
		Vendor Subtotal:			125.00	
5811-20-5811-65240	MUSCATINE POWER & WATER	August Internet - S End Fire	10/12/2023	0	258.94	
		Vendor Subtotal:			258.94	
5811-20-5811-65260	AT&T MOBILITY	September Phones	10/12/2023	0	392.18	
		Vendor Subtotal:			392.18	
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	10/12/2023	0	23.95	
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	10/12/2023	0	38.95	
		Vendor Subtotal:			62.90	
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS IN	Copier	10/12/2023	0	45.42	
		Vendor Subtotal:			45.42	
5811-20-5811-67320	STRYKER SALES CORPORATION	Service Powerload Cot - Serial #2202012	10/12/2023	0	230.00	00025639
5811-20-5811-67320	STRYKER SALES CORPORATION	Service Powerload Cot - Serial #2202012	10/12/2023	0	643.86	00025640
		Vendor Subtotal:			873.86	
5811-20-5811-69400	TCM BANK NA VISA	National Registry EMT - Paramedic Fee I	10/17/2023	0	160.00	

		Vendor Subtotal:			160.00	
5811-20-5811-74200	HINCKLEY MEDICAL, INC	Cot Scale - One Weight PWS-100B	10/12/2023	0	17,500.00	00025449
		Vendor Subtotal:			17,500.00	
		Subtotal for FUND: 5811			25,735.71	
7625-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00001.09.2023 Optional Life	09/01/2023	0	47.00	
7625-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.09.2023 Optional Life	09/15/2023	0	47.00	
		Vendor Subtotal:			94.00	
7625-40-7625-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	23.77	
		Vendor Subtotal:			23.77	
7625-40-7625-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	50.12	
7625-40-7625-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	16.56	
		Vendor Subtotal:			66.68	
7625-40-7625-52400	MENARDS (MUSC)	Orange Goop/Dawn	10/13/2023	0	69.83	
		Vendor Subtotal:			69.83	
7625-40-7625-52720	HARMS OIL COMPANY	Gas for Tank #2	10/13/2023	0	21,047.96	00025654
		Vendor Subtotal:			21,047.96	
7625-40-7625-52830	TCM BANK NA VISA	Air Jack for Shop Use	10/17/2023	0	399.95	00025369
7625-40-7625-52830	TCM BANK NA VISA	Air Jack for Shop Use	10/17/2023	0	0.04	
7625-40-7625-52830	TCM BANK NA VISA	Harbor Freight - Pump for Shop	10/17/2023	0	17.99	
		Vendor Subtotal:			417.98	
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filter	10/13/2023	0	26.08	

7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Brake Fluid	10/13/2023	0	19.44	
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Hose Clamp	10/13/2023	0	12.50	
		Vendor Subtotal:			58.02	
7625-40-7625-53210	RHOMAR	UNDERCOATING FOR STOCK	10/13/2023	0	498.40	00025653
7625-40-7625-53210	RHOMAR	Shipping	10/13/2023	0	65.35	
		Vendor Subtotal:			563.75	
7625-40-7625-53210	RDO TRUCK CENTERS	Oil Dry	10/17/2023	0	94.15	
		Vendor Subtotal:			94.15	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	10/13/2023	0	70.42	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	10/13/2023	0	40.90	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Brake Cleaner	10/13/2023	0	97.65	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	10/17/2023	0	55.50	
		Vendor Subtotal:			264.47	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Core Return	10/13/2023	0	-140.00	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	10/13/2023	0	-45.07	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Steering Tie Rod 257	10/13/2023	0	100.48	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Brake Rotors/Wheel Seals for #257	10/13/2023	0	362.80	00025656
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Wheel Seal	10/13/2023	0	20.60	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Filter	10/13/2023	0	46.21	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Coolant Reservoir	10/13/2023	0	61.45	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oil Valve	10/13/2023	0	21.18	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hydraulic Hose #414	10/13/2023	0	290.08	00025642
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Steering Tie Rods #63	10/12/2023	0	255.04	00025652
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Steering Tie Rod 63	10/13/2023	0	255.04	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Bulb	10/13/2023	0	17.46	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Lubricant	10/13/2023	0	21.99	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Washer Pump	10/13/2023	0	20.55	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fitting/Plug	10/13/2023	0	8.24	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Adapter	10/13/2023	0	44.60	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Coil/Plug/Connector for 909	10/13/2023	0	163.13	00025762
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hitch Pin	10/13/2023	0	10.66	
		Vendor Subtotal:			1,514.44	

7625-40-7625-53220	MARTIN EQUIPMENT OF IA-IL INC	Washer Pump for #18	10/13/2023	0	261.08	00025712
		Vendor Subtotal:			261.08	
7625-40-7625-53220	NAPA OF MUSCATINE	Rotor	10/13/2023	0	80.22	
7625-40-7625-53220	NAPA OF MUSCATINE	Rotor	10/13/2023	0	80.22	
		Vendor Subtotal:			160.44	
7625-40-7625-53220	ODB COMPANY	Motor for 172	10/13/2023	0	876.00	00025631
7625-40-7625-53220	ODB COMPANY	Freight	10/13/2023	0	32.38	
		Vendor Subtotal:			908.38	
7625-40-7625-53220	MILLS CHEVROLET	Transition Fluid for #752 and #753	10/13/2023	0	113.00	00025670
		Vendor Subtotal:			113.00	
7625-40-7625-53220	CARQUEST OF MUSCATINE	Coolant Reservoir	10/13/2023	0	47.72	
7625-40-7625-53220	CARQUEST OF MUSCATINE	Wire Assembly	10/13/2023	0	24.45	
		Vendor Subtotal:			72.17	
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Pump for 63	10/13/2023	0	301.09	00025617
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Gas Cap	10/13/2023	0	3.98	
		Vendor Subtotal:			305.07	
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Filters/Bolts for 753 and 754	10/13/2023	0	181.60	00025571
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Reservior	10/13/2023	0	73.04	
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Trans Filter	10/13/2023	0	75.40	
		Vendor Subtotal:			330.04	
7625-40-7625-62530	SAFETY-KLEEN, INC	Used Oil	10/13/2023	0	114.50	
		Vendor Subtotal:			114.50	

7625-40-7625-67130	GARAGE 5SIX3	Diagnosis/Alignment of 63	10/13/2023	0	153.88	00025760
		Vendor Subtotal:			153.88	
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for RC13	10/13/2023	0	117.00	00025737
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 255/259	10/13/2023	0	175.55	00025738
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 440 RC15	10/13/2023	0	163.35	00025739
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	10/17/2023	0	105.00	
		Vendor Subtotal:			560.90	
7625-40-7625-67140	EASTERN IOWA TIRE INC	Bus Tire for Stock	10/17/2023	0	1,235.90	00025622
		Vendor Subtotal:			1,235.90	
		Subtotal for FUND: 7625			28,430.41	
7635-00-7635-51100	STAPLES ADVANTAGE	Batteries/Clips	10/12/2023	0	31.13	
		Vendor Subtotal:			31.13	
		Subtotal for FUND: 7635			31.13	
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	September Health Admin	10/17/2023	0	47,880.36	
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	September Health Claims	10/17/2023	0	376,039.67	
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	September Pharmacy Rebates	10/17/2023	0	-12,712.82	
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	September Stop Loss	10/17/2023	0	-31,457.38	
		Vendor Subtotal:			379,749.83	
7650-00-7650-46150	WELLMARK BLUE CROSS & BLUE	September Weekly Deposits	10/17/2023	0	-395,000.00	
		Vendor Subtotal:			-395,000.00	
		Subtotal for FUND: 7650			-15,250.17	
7655-00-7655-46300	WELLMARK BLUE CROSS & BLUE	September Dental Admin	10/17/2023	0	793.86	
7655-00-7655-46300	WELLMARK BLUE CROSS & BLUE	September Dental Claims	10/17/2023	0	15,639.04	

		Vendor Subtotal:			16,432.90
		Subtotal for FUND: 7655			16,432.90
7921-00-7921-69900	DAVENPORT PUBLIC LIBRARY	Reimb for "Wedding Crashers" Missing I	10/12/2023	0	6.00
		Vendor Subtotal:			6.00
7921-00-7921-69900	SCOTT COUNTY	Reimb - "Stop Walking on Eggshells"	10/12/2023	0	18.00
		Vendor Subtotal:			18.00
7921-00-7921-69900	TCM BANK NA VISA	Jack STack - Meal Fortenbacher	10/17/2023	0	0.06
7921-00-7921-69900	TCM BANK NA VISA	Harvey's - Meal Fortenbacher	10/17/2023	0	5.14
7921-00-7921-69900	TCM BANK NA VISA	Apple - I Cloud Storage Fee Tax	10/17/2023	0	0.21
7921-00-7921-69900	TCM BANK NA VISA	Wal-Mart - Movie Trivia Night Tax	10/17/2023	0	2.23
7921-00-7921-69900	TCM BANK NA VISA	Etsy - Mother/Daughter Tax	10/17/2023	0	0.28
7921-00-7921-69900	TCM BANK NA VISA	Hy-Vee - Sparkplugs Tax	10/17/2023	0	0.42
		Vendor Subtotal:			8.34
		Subtotal for FUND: 7921			32.34
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	20.49
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	16.97
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	6.00
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	10.01
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life October 2023	10/17/2023	0	3.91
		Vendor Subtotal:			57.38
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	26.17
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	27.58
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	13.45
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	9.00
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD October 2023	10/17/2023	0	4.12
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	3.19
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD BW October 2023	10/17/2023	0	11.17

7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW October 2023			10/17/2023	0	1.60
			Vendor Subtotal:			96.28
			Subtotal for FUND: 7940			153.66
7942-00-7942-46200	RELIANCE STANDARD LIFE INS COLife October 2023			10/17/2023	0	1.29
			Vendor Subtotal:			1.29
7942-00-7942-46600	RELIANCE STANDARD LIFE INS COLTD October 2023			10/17/2023	0	1.49
			Vendor Subtotal:			1.49
			Subtotal for FUND: 7942			2.78
8180-90-8180-46200	RELIANCE STANDARD LIFE INS COLife October 2023			10/17/2023	0	3.13
			Vendor Subtotal:			3.13
			Subtotal for FUND: 8180			3.13
8370-00-8370-74200	MOTOROLA SOLUTIONS	WG Onsite		10/17/2023	0	5,000.00
			Vendor Subtotal:			5,000.00
			Subtotal for FUND: 8370			5,000.00
8451-30-8451-74250	DELL MARKETING L.P.	PowerEdge R350		10/13/2023	0	2,897.51 00025565
			Vendor Subtotal:			2,897.51
8451-30-8451-74260	TCM BANK NA VISA	EaseUs - Cleverbridge - Software		10/17/2023	0	603.12
			Vendor Subtotal:			603.12

		Subtotal for FUND: 8451			3,500.63	
8803-10-8803-61610	MARTIN GARDNER ARCHITECTUR	Muscatine Downtown Facade Revitalizat	10/17/2023	0	3,097.27	
		Vendor Subtotal:			3,097.27	
		Subtotal for FUND: 8803			3,097.27	
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE	Admin Full-Time Wages 10/13/23	10/13/2023	0	3,182.06	
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE	Admin Part-Time Wages 10/13/23	10/13/2023	0	90.89	
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE	Admin Logevity 10/13/23	10/13/2023	0	4.23	
		Vendor Subtotal:			3,277.18	
9002-90-9020-41500	CITY OF MUSCATINE HOUSING RE	Auto Allowance 10/13/23	10/13/2023	0	37.50	
		Vendor Subtotal:			37.50	
9002-90-9020-41902	AMAZON.COM	#HP138A Black Laserjet Toner	10/13/2023	0	125.78	00025669
		Vendor Subtotal:			125.78	
9002-90-9020-41903	CITY OF MUSCATINE HOUSING RE	September Postage	10/17/2023	0	4.98	
		Vendor Subtotal:			4.98	
9002-90-9020-41904	MUSCATINE POWER & WATER	September Phones - Clark House	10/17/2023	0	86.40	
		Vendor Subtotal:			86.40	
9002-90-9020-41904	US CELLULAR	October Cell Phones	10/17/2023	0	52.63	
		Vendor Subtotal:			52.63	
9002-90-9020-41909	CITY OF MUSCATINE HOUSING RE	Phelps - Uniforms Awbrey	10/17/2023	0	62.14	
		Vendor Subtotal:			62.14	

9002-90-9020-41910	TENANT REPORTS.COM LLC	Background Checks	10/13/2023	0	48.00
		Vendor Subtotal:			48.00
9002-90-9020-41914	CITY OF MUSCATINE HOUSING RE`	MPW - Aug/Sept Machlink	10/17/2023	0	23.56
		Vendor Subtotal:			23.56
9002-90-9020-43100	MUSCATINE POWER & WATER	September Water - Clark House	10/17/2023	0	372.86
		Vendor Subtotal:			372.86
9002-90-9020-43200	MUSCATINE POWER & WATER	September Electric - Clark House	10/17/2023	0	4,767.52
		Vendor Subtotal:			4,767.52
9002-90-9020-43700	ALLIANT ENERGY	September Gas - Clark House	10/17/2023	0	383.36
		Vendor Subtotal:			383.36
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE`	Maint Full-Time Wages 10/13/23	10/13/2023	0	1,895.74
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE`	Maint Part-Time Wages 10/13/23	10/13/2023	0	1,340.24
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE`	Maint Logevity 10/13/23	10/13/2023	0	4.55
		Vendor Subtotal:			3,240.53
9002-90-9020-44201	NEAL'S VACUUM & SEWING CENTI	Vacuum Bags	10/12/2023	0	51.98
		Vendor Subtotal:			51.98
9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE`	September Fuel	10/17/2023	0	111.73
		Vendor Subtotal:			111.73
9002-90-9020-44204	MENARDS (MUSC)	Molding/Silicone/Door BTM Vinyl/Back	10/12/2023	0	43.58
		Vendor Subtotal:			43.58

9002-90-9020-44205	VAN METER INDUSTRIAL INC	Bulbs		10/17/2023	0	79.32
			Vendor Subtotal:			79.32
9002-90-9020-44205	AMAZON.COM	Receptacle Outlet		10/17/2023	0	99.96
			Vendor Subtotal:			99.96
9002-90-9020-44210	RIVER CITY TURF & ORNAMENTAI	CH Ice Melt Per Bag Sno-Plow Green Gr		10/17/2023	0	557.62 00025423
			Vendor Subtotal:			557.62
9002-90-9020-44301	CITY OF MUSCATINE HOUSING RE'	September Refuse		10/17/2023	0	45.40
			Vendor Subtotal:			45.40
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-5-23 CH 801 Replace Materials		10/13/2023	0	158.00 00025683
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #805		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #606		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #401		10/13/2023	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #402		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Bed Bug Inital #301		10/13/2023	0	250.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #307		10/13/2023	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 9/28/23 CH 1107/801/800/607/509/		10/13/2023	0	700.00 00025602
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 5th Floor		10/13/2023	0	75.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control		10/13/2023	0	312.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 9-21-23 CH 401/307/306/304 Bed I		10/13/2023	0	400.00 00025526
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Bed Bug 509/511/513		10/13/2023	0	750.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Bed Bug 304/306		10/13/2023	0	500.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Bed Bug 302		10/13/2023	0	250.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #502		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control		10/13/2023	0	288.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control		10/13/2023	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Bed Bug Inital #804		10/13/2023	0	422.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #504		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #1103		10/13/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Bed Bug Inital #302		10/13/2023	0	458.00
			Vendor Subtotal:			5,003.00

9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE	Verizon - August GPS	10/17/2023	0	17.45
9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE	September Maintenance	10/17/2023	0	129.05
		Vendor Subtotal:			146.50
9002-90-9020-44310	DAN'S OVERHEAD DOORS AND MC	Door Repair	10/17/2023	0	230.27
		Vendor Subtotal:			230.27
9002-90-9020-45102	CITY OF MUSCATINE HOUSING RE	Workers Comp Insurance	09/30/2023	0	1,902.00
		Vendor Subtotal:			1,902.00
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 10/13/23	10/13/2023	0	12.89
		Vendor Subtotal:			12.89
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE	FICA 10/13/23	10/13/2023	0	492.15
		Vendor Subtotal:			492.15
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE	IPERS 10/13/23	10/13/2023	0	615.26
		Vendor Subtotal:			615.26
9002-90-9020-45407	CITY OF MUSCATINE HOUSING RE	Post Employment Health FY24	09/30/2023	0	449.50
		Vendor Subtotal:			449.50
		Subtotal for FUND: 9002			22,323.60
9004-90-9040-31100	MARY WOOTEN	Rent Overpayment Refund	10/17/2023	0	15.00
		Vendor Subtotal:			15.00
9004-90-9040-41702	FORGE FINANCIAL & MANAGEME	HM Audit Fee 1/2 Payment	10/17/2023	0	5,340.00

		Vendor Subtotal:			5,340.00
9004-90-9040-41904	MUSCATINE POWER & WATER	September Phones- Hershey	10/17/2023	0	93.63
		Vendor Subtotal:			93.63
9004-90-9040-41904	US CELLULAR	October Cell Phones	10/17/2023	0	26.31
		Vendor Subtotal:			26.31
9004-90-9040-41914	CITY OF MUSCATINE HOUSING RE`	MPW - Aug/Sept Machlink	10/17/2023	0	11.15
		Vendor Subtotal:			11.15
9004-90-9040-41914	MUSCATINE POWER & WATER	September Internet - Hershey	10/17/2023	0	83.18
		Vendor Subtotal:			83.18
9004-90-9040-43100	MUSCATINE POWER & WATER	September Water - Hershey	10/17/2023	0	182.00
		Vendor Subtotal:			182.00
9004-90-9040-43200	MUSCATINE POWER & WATER	September Electric - Hershey	10/17/2023	0	2,119.57
		Vendor Subtotal:			2,119.57
9004-90-9040-43900	MUSCATINE POWER & WATER	September Sewer - Hershey	10/17/2023	0	454.48
		Vendor Subtotal:			454.48
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE`	Main Full-Time Wages 10/13/23	10/13/2023	0	947.86
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE`	Main Part-Time Wages 10/13/23	10/13/2023	0	1,262.19
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE`	Maint Longevity 10/13/23	10/13/2023	0	12.03
		Vendor Subtotal:			2,222.08
9004-90-9040-44202	CITY OF MUSCATINE HOUSING RE`	September Fuel	10/17/2023	0	55.86

		Vendor Subtotal:			55.86	
9004-90-9040-44204	AMAZON.COM	Smoke Detector	10/17/2023	0	98.00	
		Vendor Subtotal:			98.00	
9004-90-9040-44210	RIVER CITY TURF & ORNAMENTAI	HM Ice Melt Per Bag - Sno-Plow Green	10/17/2023	0	557.62	00025424
		Vendor Subtotal:			557.62	
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #103	10/13/2023	0	20.00	
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	10/13/2023	0	300.00	
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	10/13/2023	0	50.00	
		Vendor Subtotal:			370.00	
9004-90-9040-44306	CITY OF MUSCATINE HOUSING RE	Verizon - August GPS	10/17/2023	0	8.73	
		Vendor Subtotal:			8.73	
9004-90-9040-44307	SCHUMACHER ELEVATOR COMPA	Elevator Repair	10/17/2023	0	766.94	
		Vendor Subtotal:			766.94	
9004-90-9040-44315	SAMPSON FENCE LTD	HM Vinyl Fence Repair - Replace (3) 4' I	10/17/2023	0	1,478.00	00024761
		Vendor Subtotal:			1,478.00	
9004-90-9040-45102	CITY OF MUSCATINE HOUSING RE	Workers Comp Insurance	09/30/2023	0	779.00	
		Vendor Subtotal:			779.00	
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 10/13/23	10/13/2023	0	11.45	
		Vendor Subtotal:			11.45	
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE	FICA 10/13/23	10/13/2023	0	168.42	

		Vendor Subtotal:			168.42
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 10/13/23	10/13/2023	0	209.76
		Vendor Subtotal:			209.76
9004-90-9040-45407	CITY OF MUSCATINE HOUSING RE'	Post Employment Health FY24	09/30/2023	0	282.75
		Vendor Subtotal:			282.75
		Subtotal for FUND: 9004			15,333.93
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 10/13/23	10/13/2023	0	865.72
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 10/13/23	10/13/2023	0	90.91
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 10/13/23	10/13/2023	0	2.60
		Vendor Subtotal:			959.23
9006-90-9060-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance 10/13/23	10/13/2023	0	25.00
		Vendor Subtotal:			25.00
9006-90-9060-41903	CITY OF MUSCATINE HOUSING RE'	September Postage	10/17/2023	0	0.87
		Vendor Subtotal:			0.87
9006-90-9060-41904	MUSCATINE POWER & WATER	September Phones - Sunset Park	10/17/2023	0	49.76
		Vendor Subtotal:			49.76
9006-90-9060-41904	US CELLULAR	October Cell Phones	10/17/2023	0	26.31
		Vendor Subtotal:			26.31
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 10/1/23	10/17/2023	0	1,305.39
		Vendor Subtotal:			1,305.39

9006-90-9060-41914	CITY OF MUSCATINE HOUSING RE`MPW - Aug/Sept Machlink		10/17/2023	0	11.15
		Vendor Subtotal:			11.15
9006-90-9060-41914	MUSCATINE POWER & WATER	September Internet - Clark House	10/17/2023	0	82.97
9006-90-9060-41914	MUSCATINE POWER & WATER	September Internet - Sunset Park	10/17/2023	0	82.97
		Vendor Subtotal:			165.94
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2704 Apt B	10/17/2023	0	16.96
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2708 Apt D	10/17/2023	0	20.16
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2800 Apt B	10/17/2023	0	16.96
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2904 Apt D	10/17/2023	0	11.87
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2700 Apt E	10/17/2023	0	18.56
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2806 Apt F	10/17/2023	0	24.58
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2800 Apt C	10/17/2023	0	16.00
		Vendor Subtotal:			125.09
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2704 Apt B	10/17/2023	0	26.40
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2708 Apt D	10/17/2023	0	37.51
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2800 Apt B	10/17/2023	0	25.88
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2904 Apt D	10/17/2023	0	15.57
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2700 Apt E	10/17/2023	0	31.17
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - Sunset Park	10/17/2023	0	51.55
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2806 Apt F	10/17/2023	0	112.20
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2800 Apt C	10/17/2023	0	23.52
		Vendor Subtotal:			323.80
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - Clark House	10/17/2023	0	1,151.08
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2704 Apt B	10/17/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2708 Apt D	10/17/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2800 Apt B	10/17/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2904 Apt D	10/17/2023	0	23.30
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2700 Apt E	10/17/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2806 Apt F	10/17/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2800 Apt C	10/17/2023	0	33.28
		Vendor Subtotal:			1,374.06

9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE	Maint Full-Time Wages 10/13/23		10/13/2023	0	2,247.22
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE	Maint Part-Time Wages 10/13/23		10/13/2023	0	80.19
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE	Maint Longevity 10/13/23		10/13/2023	0	6.17
			Vendor Subtotal:			2,333.58
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE	September Fuel		10/17/2023	0	55.87
			Vendor Subtotal:			55.87
9006-90-9060-44203	MENARDS (MUSC)	Door Sweep		10/17/2023	0	15.17
			Vendor Subtotal:			15.17
9006-90-9060-44204	MARK A DIERCKS	Duplicate Keys		10/17/2023	0	12.00
			Vendor Subtotal:			12.00
9006-90-9060-44204	MUSCATINE LUMBER	Wood Glue		10/17/2023	0	5.49
			Vendor Subtotal:			5.49
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS 2704E Waterheater Navien Model# N		10/17/2023	0	1,411.82 00025107
			Vendor Subtotal:			1,411.82
9006-90-9060-44206	AMAZON.COM	Straight Stop Valve/Toilet Paper Holder		10/17/2023	0	39.81
			Vendor Subtotal:			39.81
9006-90-9060-44210	RIVER CITY TURF & ORNAMENTAI	SS Ice Melt Per Bag Sno-Plow Green Gr		10/17/2023	0	557.62 00025425
			Vendor Subtotal:			557.62
9006-90-9060-44301	CITY OF MUSCATINE HOUSING RE	September Refuse		10/17/2023	0	10.80
			Vendor Subtotal:			10.80

9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control		10/13/2023	0	500.00	
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control		10/13/2023	0	50.00	
			Vendor Subtotal:			550.00	
9006-90-9060-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - August GPS		10/17/2023	0	8.72	
			Vendor Subtotal:			8.72	
9006-90-9060-44311	KELLY HEATING COOLING & PLB	GSS 2804 B Waterheater Install Materials		10/12/2023	0	96.08	00025588
9006-90-9060-44311	KELLY HEATING COOLING & PLB	GSS 2804 B Waterheater Install Labor		10/12/2023	0	480.00	00025588
			Vendor Subtotal:			576.08	
9006-90-9060-45102	CITY OF MUSCATINE HOUSING RE'	Workers Comp Insurance		09/30/2023	0	1,202.00	
			Vendor Subtotal:			1,202.00	
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 10/13/23		10/13/2023	0	1.54	
			Vendor Subtotal:			1.54	
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 10/13/23		10/13/2023	0	246.70	
			Vendor Subtotal:			246.70	
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 10/13/23		10/13/2023	0	310.85	
			Vendor Subtotal:			310.85	
9006-90-9060-45407	CITY OF MUSCATINE HOUSING RE'	Post Employment Health FY24		09/30/2023	0	246.50	
			Vendor Subtotal:			246.50	
			Subtotal for FUND: 9006			11,951.15	
9007-00-0000-23530	SAMANTHA TRUITT	FSS Escrow Funds		10/17/2023	0	22,151.28	

		Vendor Subtotal:			22,151.28
9007-90-9070-33001	SAMANTHA TRUITT	FSS Escrow Funds Interest	10/17/2023	0	13.96
		Vendor Subtotal:			13.96
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE	Admin Full-Time Wages 10/13/23	10/13/2023	0	4,781.56
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE	Admin Part-Time Wages 10/13/23	10/13/2023	0	727.22
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE	Admin Longevity 10/13/23	10/13/2023	0	6.83
		Vendor Subtotal:			5,515.61
9007-90-9070-41500	CITY OF MUSCATINE HOUSING RE	Auto Allowance 10/13/23	10/13/2023	0	12.50
		Vendor Subtotal:			12.50
9007-90-9070-41500	TCM BANK NA VISA	Convestion Park - CR - Parking Fee	10/17/2023	0	7.50
9007-90-9070-41500	TCM BANK NA VISA	Convestion Park - CR - Parking Fee	10/17/2023	0	6.00
9007-90-9070-41500	TCM BANK NA VISA	Convention Park - Parking Fee	10/17/2023	0	6.75
9007-90-9070-41500	TCM BANK NA VISA	Convention Park - Parking Fee	10/17/2023	0	3.00
		Vendor Subtotal:			23.25
9007-90-9070-41902	LUPTON & TOYNE PRINTERS	Business Cards - English	10/17/2023	0	30.00
		Vendor Subtotal:			30.00
9007-90-9070-41903	CITY OF MUSCATINE HOUSING RE	September Postage	10/17/2023	0	229.23
		Vendor Subtotal:			229.23
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE	MPW - August Base PRI	10/17/2023	0	70.54
		Vendor Subtotal:			70.54
9007-90-9070-41904	TCM BANK NA VISA	Google - Google Voice	10/17/2023	0	11.94

		Vendor Subtotal:			11.94
9007-90-9070-41908	ADVANCED BUSINESS SYSTEMS IN	Copier Maintenance	10/17/2023	0	125.00
		Vendor Subtotal:			125.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Checks	10/13/2023	0	78.00
		Vendor Subtotal:			78.00
9007-90-9070-41914	CITY OF MUSCATINE HOUSING RE	MPW - Aug/Sept Machlink	10/17/2023	0	78.12
		Vendor Subtotal:			78.12
9007-90-9070-45102	CITY OF MUSCATINE HOUSING RE	Workers Comp Insurance	09/30/2023	0	184.00
		Vendor Subtotal:			184.00
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 10/13/23	10/13/2023	0	14.38
		Vendor Subtotal:			14.38
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE	FICA 10/13/23	10/13/2023	0	407.10
		Vendor Subtotal:			407.10
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE	IPERS 10/13/23	10/13/2023	0	520.69
		Vendor Subtotal:			520.69
9007-90-9070-45407	CITY OF MUSCATINE HOUSING RE	Post Employment Health FY24	09/30/2023	0	224.75
		Vendor Subtotal:			224.75
9007-90-9070-47150	NATIVIDAD SANTANA	New HAP H Shilling 4 of 30 Days Septe	10/17/2023	0	91.00
		Vendor Subtotal:			91.00

9007-90-9070-47150	KEMPEN REAL ESTATE LLC	New HAP 23 of 31 Days October	10/17/2023	0	468.00
		Vendor Subtotal:			468.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE	Admin Full-Time Wages 10/13/23	10/13/2023	0	2,387.60
		Vendor Subtotal:			2,387.60
9007-90-9071-41904	TCM BANK NA VISA	Google - Google Voice	10/17/2023	0	23.88
		Vendor Subtotal:			23.88
9007-90-9071-45102	CITY OF MUSCATINE HOUSING RE	Workers Comp Insurance	09/30/2023	0	43.00
		Vendor Subtotal:			43.00
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 10/13/23	10/13/2023	0	7.83
		Vendor Subtotal:			7.83
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE	FICA 10/13/23	10/13/2023	0	177.84
		Vendor Subtotal:			177.84
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE	IPERS 10/13/23	10/13/2023	0	225.38
		Vendor Subtotal:			225.38
9007-90-9071-45407	CITY OF MUSCATINE HOUSING RE	Post Employment Health FY24	09/30/2023	0	217.50
		Vendor Subtotal:			217.50
		Subtotal for FUND: 9007			33,332.38
		Report Total:			929,039.99

10/13/2023	ACH PAYROLL	MISSION SQUARE ICMA RETIRE	11,544.16
10/13/2023	ACH PAYROLL	MISSION SQUARE ICMA RC	1,364.53
10/13/2023	ACH PAYROLL	MUNICIPAL FIRE & POLICE INS	77,988.17
10/13/2023	ACH PAYROLL	NATIONWIDE	5,376.00
10/13/2023	PAYROLL CHECKS	AFA FLEX BILLING	4,972.57
10/13/2023	PAYROLL CHECKS	AFLAC	586.90
10/13/2023	PAYROLL CHECKS	ALLSTATE	14.94
10/13/2023	PAYROLL CHECKS	AMERICAN FIDELITY	2,899.64
10/13/2023	PAYROLL CHECKS	CITY OF MUSCATINE	7,752.99
10/13/2023	PAYROLL CHECKS	CLERK OF COURT	70.00
10/13/2023	PAYROLL CHECKS	POLICE & FIRE INS	194.94
10/13/2023	PAYROLL CHECKS	POLK COUNTY SHERIFF	284.08
10/13/2023	PAYROLL CHECKS	STATE OF IL	198.40
10/13/2023	PAYROLL CHECKS	UNTIED WAY	77.00
10/12/2023	GRANDBRIDGE	SEPTEMBER	18,921.49
10/12/2023	GRANDBRIDGE	OCTOBER	18,921.49
10/13/2023	SPECIAL CKS	RONNIE STRUG	150.00
10/13/2023	SPECIAL CKS	MUSCATINE CO SHERIFF	60.00

City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Public Hearing Regarding a Proposed Ordinance Creating a Construction Appeal & Advisory Board.

EXECUTIVE SUMMARY

Public hearing regarding a proposed ordinance creating a Construction Advisory & Appeal Board, as discussed at the September 14, 2023 City Council in-depth meeting.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process. Many communities have appeal boards to hear appeals of actions, determinations, or decisions made under the building codes, and also to make recommendations on the adoption of and amendment to building codes. These boards are typically made up of community members who have knowledge, training, and experience relating to building construction and are appointed by the City Council. Prior to 2015, the City Code established a Construction Appeal and Advisory Board. However, this board was removed during recodification in 2015 because it had not been used in many years.

The development, administration, and implementation of building codes would be more effective with a dedicated board of qualified community members appointed by the City Council. This board would have knowledge, training, and experience relating to building construction and would be responsible for hearing appeals of actions, determinations, or decisions made under the building codes and for making recommendations on amendments to the adopted building codes.

At the September City Council in-depth meeting, the City Council directed staff to bring forward an ordinance creating such a board. This hearing on such an ordinance is the first step in this process.

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. Resolution Setting a Public Hearing on an Ordinance Creating a Construction Appeal & Advisory Board
2. Chapter 13 of Title 2 Working Draft 9-21-23
3. Public Notice - Construction Appeal & Advisory Board

RESOLUTION NO. 2023-0481

A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING ON AN ORDINANCE CREATING A CONSTRUCTION APPEAL & ADVISORY BOARD

WHEREAS, Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process;

WHEREAS, The development, administration, and implementation of building codes would be more effective if there was a dedicated board of community members appointed by the City Council. This board would have knowledge, training, and experience relating to building construction and would be responsible for hearing appeals of actions, determinations, or decisions made under the building codes and for making recommendations on amendments to the adopted building codes;

WHEREAS, The Construction Appeal & Advisory Board shall serve as the Board of Appeals in connection with the building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8;

WHEREAS, The Construction Appeal & Advisory Board shall advise the City Council on matters pertaining to the regulation of construction activities including the adoption of building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8; and

WHEREAS, a public hearing must be conducted by the City Council of Muscatine prior to the adoption of an ordinance creating a Construction Appeal & Advisory Board.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that a Public Hearing is hereby established to allow the public to comment on the proposed changes to nuisance regulations contained within City Code. Said hearing to be conducted at 6:00 P.M. on Thursday, October 19, 2023, in the City Hall Council Chambers, and that the attached public notice of the time and place of said public hearing shall be given by publication in the Muscatine Journal at least seven (7) days but not more than twenty (20) days prior to the established date of the public hearing.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on this, the 5th day of October 2023.

_____
Dr. Brad Bark, Mayor

ATTEST:

_____
Carol Webb, City Clerk

Title 2– Boards and Commissions

Chapter 13 – Construction Appeal & Advisory Board

2-13-1 - Creation

The Construction Appeal & Advisory Board hereby created, with duties and responsibilities as set forth in this Chapter.

2-13-2 – Number of Members

The Construction Appeal & Advisory Board shall consist of five gender balanced members.

2-13-3 - Appointment

1. The members are to be appointed by City Council.
2. Members shall be qualified by training and experience and training to pass upon matters pertaining to building construction.
3. Members shall be a resident of the City of Muscatine, Iowa.

2-13-4 – Term Duration and Limits

A. Duration

1. The term of office of such members shall commence with their appointment and shall be for 5 years, except to fill vacancies provided, however, that appointments to the first Board shall be two members for five years, two members for four years, and one member for three years.
2. Each term shall commence on the first day of July.
3. All members of the Board shall remain on the Board until their successors are appointed.

B. Term Limits

No individual shall serve more than two full consecutive terms on the Board.

2-13-5 – Removal – Vacancies

The City Council may, at any time, remove any member of the Board after showing due cause, and shall fill the vacancies occurring on the Board by removal or otherwise.

2-13-6 – Compensation of Members

All members of the Construction Appeal & Advisory Board shall serve without compensation.

2-13-7 – Chairperson and Secretary

The Construction Appeal & Advisory Board shall select a Chairperson, who shall preside over all Board meetings. The City Administrator or their designee shall serve as Secretary and be responsible for maintaining written records of the Board's proceedings.

2-13-8 – Responsibilities and Duties

A. Appeals

The Construction Appeal & Advisory Board shall serve as the Board of Appeals in connection with the building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8.

B. Advisory Function

The Construction Appeal & Advisory Board shall Advise the City Council on matters pertaining to the regulation of construction activities including the adoption of building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8.

PUBLIC NOTICE

A PUBLIC HEARING ON AN ORDINANCE

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa will hold a public hearing on an ordinance that would create a Construction Appeal & Advisory Board.

Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process. Many communities have appeal boards to hear appeals of actions, determinations, or decisions made under the building codes, and also to make recommendations on the adoption of and amendment to building codes. These boards are typically made up of community members who have knowledge, training, and experience relating to building construction and are appointed by the City Council.

The development, administration, and implementation of building codes would be more effective with a dedicated board of qualified community members appointed by the City Council. This board would have knowledge, training, and experience relating to building construction and would be responsible for hearing appeals of actions, determinations, or decisions made under the building codes and for making recommendations on amendments to the adopted building codes.

Full text of the proposed ordinance can be viewed at the City Clerk's Office or at www.muscatineiowa.gov.

Notice is further given that the City council of the City of Muscatine, Iowa, will conduct a public hearing on said proposed change to City Code on Thursday, October 19, 2023, at 6:00 p.m. in the City Hall Council Chambers, at which time all interested parties are invited to comment. The hearing will be held during the regular Muscatine City Council meeting. Public participation will be also be offered electronically. The electronic meeting link and call-in information will be published on the official agenda at the City's website no later than October16th. Following such hearing, the Muscatine City Council may take action on said proposal without further notice or opportunity for hearing. If you are a person requiring a special accommodation for a disability or language barrier, please contact the City at 563-262-4141 at least three (3) business days in advance of the meeting date.

City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

April Limburg, City Planner

SUBJECT

Public Hearing Regarding the Declaration of Certain Real Estate Owned by the City as Surplus, and Authorizing the Sale of Said Property Through a Closed Bid Process.

EXECUTIVE SUMMARY

This is a public hearing on the proposal to declare four parcels as surplus and to affirm as surplus 35 parcels that have previously been declared surplus. The City of Muscatine currently owns four parcels of property located at 713 Locust, 409 E 6th St, 2456 Sampson St, and 1246 E 5th St, for which there is no proposed public use. The City also owns an additional 35 parcels that have previously been declared surplus and staff is requesting the Council reaffirm these properties as surplus. Before the sale of city-owned property, the City Council must determine the property serves no public purpose and declare it as surplus property. A public hearing must be held prior to such a declaration.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

The City of Muscatine has accumulated a number of parcels of land that no longer serve a public purpose. Selling these parcels would return them to a useful purpose, restore them to the tax roll, and reduce maintenance costs incurred by the City. However, to sell these parcels, the City Council must first declare them surplus.

The City currently owns 713 Locust, 409 E 6th St, 2456 Sampson St, and 1246 E 5th St, for which there is no identified public use. The City Council is being asked to declare these parcels as surplus. The City also owns 35 additional parcels, listed on Exhibit A, that have previously been declared surplus. The City Council is being asked to reaffirm the surplus status of these parcels..

Following the Council declaring and reaffirming these properties as surplus, staff will take steps to dispose of each individual parcel in accordance with the adopted policy. While this will

typically be via a closed bid auction, where interested parties will have the opportunity to submit a sealed bid by the established deadline. At the established time, the bids will be opened and the auction will begin. Starting with the lowest bidder, each bidder will be given the opportunity to raise their bid in increments of no less than $1,000. This procedure will continue until the highest bid is obtained. Failure to bid in any given round will not prevent a party from reentering the bidding process at a later time. The price and any other proposed conditions are subject to City Council approval. However, in instances where the property is determined to be unbuildable, it may be sold to an adjacent property owner at a reasonable price.

CITY FINANCIAL IMPACT

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

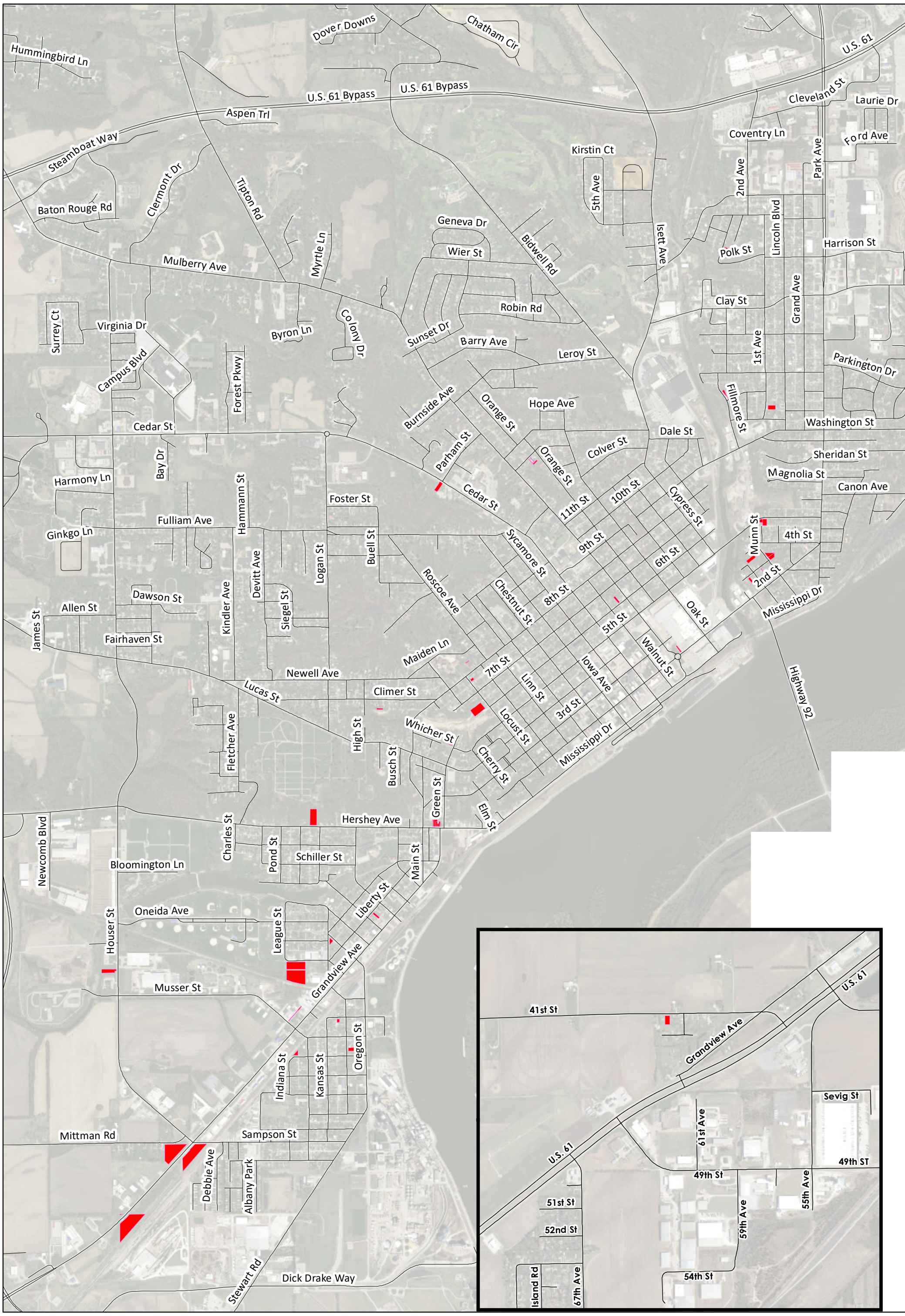
ATTACHMENTS

1. Exhibit A - affirming
2. SurplusPropertyMap 2023

Exhibit A

Muscatine County Property Tax Parcel Identification Numbers as follows:

- 1310210007 (2017 Benham),
- 0836152003 (Adjacent to E 7th),
- 0835386011 (509 W 5th St),
- 0825154032 (1717 Bryan Ave),
- 0836186008 (Lombard & E 4th),
- 0836184030 (Brook St b/t 2nd & 4th),
- 0836184031 (Brook St b/t 2nd & 4th),
- 1303437004 (510 Liberty),
- 1310228003 (1810 Earl St),
- 1319226003 (6208 41 St S),
- 0825376033 (1101 1st Ave),
- 1303252006 (1907 Hershey),
- 1303479001 (Division & Warren),
- 1303456014 (1900 Blk of Roby),
- 1310301010 (MW Corner Grandview & Houser),
- 1310301030 (2456 Sampson),
- 1310351001 (2000 Blk Grandview),
- 1304400012 (B/t Human Soc & Area Foundation)
- 1310202011 (Alley off Musser),
- 1302154029 (1209 Hershey),
- 1302154027 (1207 Hershey),
- 1302154025 (1211 Hershey),
- 1302154023 (1213 Hershey),
- 1302154017 (Hershey),
- 1302104004 (Valley St),
- 0834482013 (Climer St),
- 0835352022 (Lot 44 Terrance Hgts),
- 0836326003 (Lot 8 3rd St),
- 0836302016)EXRRROW 4th St),
- 0836157001 (1108 E 5th St),
- 0836179005 (5th St),
- 0836107004 (Washington),
- 0835132010 (Maple Ave),
- 0825358036 (Fillmore & McKinley),
- 0835104012 (Cedar & Parham),
- 1303430006 (B/t Bond & Franklin)



Legend

Surplus Parcels

0.25 0.125 0 0.25 0.5 0.75 1 Miles

N

City of Muscatine

ITEM NUMBER 2023-0471

IN-DEPTH ITEM - CITY COUNCIL

DATE: 10/19/2023

STAFF

Jeff Jirak, Police Captain
Courtney Patel, Animal Control Officer
Anthony Kies, Police Chief

SUBJECT FOR DISCUSSION

Second Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations

EXECUTIVE SUMMARY

Presented for City Council's consideration is an ordinance amending title 6 chapter 8 regarding animal regulations. The changes included are:

- Changes to the definitions of irresponsible owner and vicious dog.
- Changes in the definition of dangerous animals regarding snakes to reflect Iowa code.
- Changes to 6-8-3 to exclude paragraph B, removing late penalties for registration.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Staff recommends approval of the second reading of ordinance.

BACKGROUND/DISCUSSION

A dangerous animal appeal was presented to City Council at the June 15, 2023 regular meeting. The Council directed the Police Department staff to consider changes to the current City Code. The staff has researched and prepared the proposed changes to align City Animal Regulations with the State of Iowa Code. City staff also proposed minor changes to Title 6, Chapter 8 of the City Code to assist in code enforcement . Police Department staff have undertaken these proposed changes to meet the City Council's goal of a Safe Community.

ATTACHMENTS

1. Ord_2023-0471 (4)
2. July 15 meeting minutes re animal appeal excerpt

CITY OF MUSCATINE
ORDINANCE 2023-0471

ORDINANCE AMENDING TITLE 6, CHAPTER 8 OF THE CITY CODE OF MUSCATINE, IOWA - ANIMAL REGULATIONS

WHEREAS, The City of Muscatine's current animal regulation can be found in Title 6, Chapter 8 of the City Code of Muscatine, Iowa; and

WHEREAS, The City of Muscatine desires to ensure the safety and welfare of its residents and the humane treatment of animals; and

WHEREAS, On September 14, 2023, City Staff provided an overview of minor changes to animal regulations for the City of Muscatine, and proposed possible amendments to the City Code; and

WHEREAS, City Council directed City staff to prepare changes to portions of Title 6, Chapter 8 of the City Code of Muscatine, Iowa, related to the regulation of animal registration, dangerous animals, vicious dogs, and irresponsible owners.

NOW THEREFORE, be it ordained by the City Council of the City of Muscatine, in the State of Iowa, as follows: The currently adopted versions of Title 6, Chapter 8 of the City Code of Muscatine, Iowa, are hereby deleted and exhibit A, as attached, is hereby adopted in lieu thereof. This ordinance shall be in effect from and after the passage, approval and publication of this ordinance as provided by law.

SECTION 1: **<u>AMENDMENT</u>** "6-8-1 Definitions" of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6-8-1 Definitions

For use in this Ordinance, the following terms are defined:

A. "Adequate Food" means providing, at suitable intervals of not more than twenty-four (24) hours, unless the dietary requirements of the animal so require, a quantity and quality of wholesome foodstuff, suitable for the physical condition and age of the animal, served in a clean receptacle or container, sufficient to maintain an adequate level of nutrition for such animal.
B. "Adequate Indoor Shelter" means a properly ventilated and illuminated facility, sufficiently regulated by heating or cooling to protect the animal from extremes of temperature and sufficient to provide for the animal's health and comfort.
C. "Adequate Outdoor Shelter" means a structurally sound and weatherproof shelter

made up of four (4) solid sides, a roof and a floor off the ground, which provides adequate protection from exposure to weather conditions and is placed in an area free of debris, feces and standing water. An adequate outdoor shelter must meet the requirements of adequate space. An animal crate is not an adequate outdoor shelter.

D. “Adequate Sanitation” means cleaning or sanitizing of enclosures and housing facilities to remove excreta and other waste materials and dirt so as to minimize health hazards, flies or odors.

E. “Adequate Space” means primary enclosures and housing facilities constructed and maintained so as to provide sufficient space to allow each animal to make normal postural and social adjustments with adequate freedom of movement to maintain physical condition.

F. “Adequate Veterinary Care” means prompt reasonable care provided to a sick, diseased or injured animal by a licensed veterinarian, euthanized in a manner deemed appropriate by the City, or turned over to the City with approval of the Chief of Police, or designee.

G. “Adequate Water” means reasonable access to a supply of clean, fresh, potable water, provided in a sanitary manner.

H. "Altered" means a neutered male dog or cat which has been rendered sterile by a surgical procedure (orchiectomy), or a spayed female dog or cat which has been rendered sterile by a surgical procedure (ovariohysterectomy).

I. “Animal” means dogs, cats, all domestic animals, and any other animal owned by a person.

J. "At Large" means any animal found off the premises of his owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel, on a leash, or "at heel" beside a competent person and obedient to that person's command.

K. "Commercial Establishments" means an animal shelter, boarding kennel, commercial breeder, commercial kennel, dealer, pet shop, pound, public auction, or research facility as defined in Iowa Code §162.

L. "Dangerous Animal" means:

1. Any animal as defined in this Chapter and is not a dangerous dog which is not naturally tame or gentle; which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so.
2. Any animal declared to be dangerous by the City Council.
3. The following animals which shall be deemed to be dangerous animals per se:
    a. Lions, tigers, jaguars, leopards, cougars, lynxes, cheetahs, and bobcats;
    b. Wolves, coyotes, and foxes;
    c. Badgers, wolverines, weasels, and skunks;
    d. Raccoons;
    e. Bears;
    f. Monkeys and chimpanzees;
    g. ~~Alligators and crocodiles~~A member of the order crocodilia, including

but not limited to alligators, caimans, crocodiles, and gharials;

h. ~~Scorpions;~~A member of the order squamata which is any of the following:
   (1) A member of the family varanidae, which are limited to water monitors and crocodile monitors.
   (2) A member of the family atractaspidaw, including but not limited to mole vipers and burrowing asps.
   (3) A member of the family helodermatidae including but not limited to bearded lizards and gila monsters.
   (4) A member of the family elapidae, viperidae, crotalidae, atractaspidae, or hydrophidae which are venomous, including but not limited to cobras, mambas, coral snakes, kraits, adders, vipers, rattlesnakes, copperheads, pitvipers, keelbacks, cottonmouths, and sea snakes.
   (5) A member of the superfamily henophidia, which are limited to reticulated pythons, anacondas, and african rock pythons.

i. ~~Snakes that are venomous or constrictors~~Burmese Pythons;

j. ~~Gila monsters~~Snakes over the length of six (6) feet; and

k. Any crossbreed of such animals which have similar characteristics to the animals specified above.

M. "Dangerous Dog" means any dog that, while on public or private property (including the owner's property)
   1. Behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal, chasing or approaching a human upon the streets, sidewalks, or any public or private property in a menacing or threatening manner and in an apparent attitude of attack without provocation;
   2. Causes injury to a domestic animal; or
   3. Has caused a bite injury and is not a vicious dog.

N. "Dogs" means both male and female animals of the canine species whether altered or not.

O. "Domestic Animal" means an animal that has been tamed and kept by humans as a work animal, food source, or pet.

P. "Irresponsible Owner" means an owner that has violated this Chapter one (1) or more times on three (3) separate occasions within a rolling twelve-month period or has violated this chapter on one (1) occasion that is so egregious it may result in determination.~~.~~

Q. "Owner" means any person or persons, firm, association, or corporation owning, keeping, sheltering, or harboring an animal, including but not limited to feeding, watering, and providing veterinary care.

R. "Serious Injury" means any physical injury that results in one or more broken bones, multiple bites, or one or more lacerations requiring sutures, or an injury requiring reconstructive or plastic surgery.

S. "Tethering" means fastening an animal to a fixed object, including a trolley or pulley, so as to limit its range of movement using a rope, chain, or similar device.

T. "Unaltered" means a dog or cat that has not been altered as defined in this Section.
U. “Unattended Dog” means a dog that is outdoors without the supervision of a person.
V. “Vicious Dog” means any dog that, while on public or private property (including the owner’s property), without provocation or justification bites or attacks a person and causes serious physical injury or death. ~~or is declared vicious under this Chapter.A~~ A dog may also be deemed vicious after three (3) or more bites causing any level of bodily injury.

SECTION 2: **AMENDMENT** “6-8-3 Registration And License” of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

6-8-3 Registration And License

A. All dogs or cats six (6) months of age or older shall be registered by an owner who is 18 years of age or older and the owner, except owners of seeing-eye dogs or owners who are confined to a wheelchair who are exempt from paying the registration and licensing fee but shall register their dogs or cats, shall pay the fee to the City in the office of the Department of Finance and Records or designee. The fee required by this Section shall be set by resolution of the City Council and is listed in the Schedule of Permit and Licensing Requirements in Appendix B to this Code of Ordinances. The license will be in full force and effect until the anniversary date of the rabies vaccination or inoculation of the animal and thereafter shall be renewable as determined by the animals’ vaccination schedule.
~~B. It is the responsibility of the owner to furnish written proof that the dog or cat being registered is altered. Persons making a license renewal application received after thirty (30) calendar days of license expiration date shall pay as a penalty as listed in the Schedule of Permit and Licensing Requirements in Appendix B to this Code of Ordinances.~~
C. The provisions of this Section shall not apply to dogs or cats in the custody of a veterinarian or animal shelter or animal rescuer or Animal Control Officer or Police Officer or whose owners are nonresidents temporarily within the City for a period not exceeding thirty (30) calendar days.
D. It shall be a violation of this Section for any person to knowingly issue a check for which funds are insufficient or to stop payment on any check written in payment of fees contained in this Section. Any license(s) or penalties paid for with such checks are, in the case of the license, invalid, and in the case of the penalty, still outstanding.
E. No dog or cat shall be registered or licensed under this Section unless a certificate of a licensed veterinarian certifying to the fact and date of rabies inoculation of such dog or cat shall have been filed with or exhibited to the authorized agent of the City in the Department of Finance and Records or designee, showing vaccination or inoculation as required by Section 6-8-2 of the City Code.

F. Upon payment of the fee as provided in this Section and upon producing a certificate of inoculation or vaccination, the agent of the City in the Department of Finance or designee shall furnish to the person paying such fee a numbered license tag and memorandum of registry for each dog or cat for which such fee has been paid. It shall be a violation of this Section for any person to sell or transfer ownership of any dog or cat over six (6) months of age without a dog or cat license.

G. The Department of Finance and Records or designee shall keep a complete registry of all licensed dogs and cats, their breed, color and sex, and shall also enter therein the name and address of the owner as given and the number of the license tag.

REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

First Reading:
Second Reading:
Third Reading:
Publication:

PASSED AND ADOPTED BY THE CITY OF MUSCATINE CITY COUNCIL _____.

Presiding Officer	Attest
_____	_____
Dr. Brad Bark, Mayor, City of Muscatine	Carol Webb, City Clerk, City of Muscatine

City of Muscatine

CITY COUNCIL MINUTES
Thursday, June 15, 2023

1. CALL TO ORDER

Mayor Bark called the City Council meeting for June 15, 2023 to order at 06:00 PM.

2. INVOCATION

Police Chief Tony Kies was present to give the invocation.

3. ROLL CALL

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

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

A. Request to reappoint Mahammad Pasha and Andrea Kreitner to the Airport Advisory Commission.
Request to approve the appointment of Ann McCarthy and Kathleen Haltmeyer to the Art Center Board of Directors
Request to approve the reappointment of Jeff Cochran to the Civil Service Commission.
Request to approve the reappointment of Moriah Ellis to the Historic Preservation Commission.
Request to approve the appointment of Diana Boeding and Kevin Knox to the Library Board of Trustees.
Request to approve the appointment of Kent Jurgensen to the Planning and Zoning Commission.
Request to approve the appointment of Delmar Kuhlers to the Parks and Recreations Advisory Commission.
Request to approve the appointment of Paul Minicucci to the Public Art Advisory Commission.

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

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to approve the agenda as presented. Vote: Ayes -6, Nays - 0, Motion Passed.

7. COMMUNICATIONS - CITIZENS

A. Dangerous Animal Appeal Hearing-Thomas Phillip, Cynthia Cortez

Thomas Phillips and Cynthia Cortez 2829 Highland Court were present to Appeal A Dangerous Animal Notice.

Mr. Phillips stated they were unaware at the time of moving to Muscatine that the City Code did not allow residents to have any type of snake considered a restrictor on their property. He states that these animals are not pets and they are his business and therefore should be exempt from that code. Ms. Cortez shared information regarding the Ball pythons and that they are legal in Iowa, available in all pet stores, harmless to humans and small animals and they have been the most rapidly growing reptile pet since the 1990's. Ms. Cortez stated there are no recorded incidences of a ball python causing harm to humans.

Mr. Phillips and Ms. Cortex stated they would like to see the City Ordinance changed to be more specific as to what is and is not allowed and stated they feel it is very vague at this point.

The City Council had questions regarding when the business was created, the condition of the area where animals are being held, the safety measures in place to keep the animals from escaping, the breeding process and number of snakes expected in the upcoming years, and what the animals are fed that were addressed by Mr. Phillips and Ms. Cortez.

City Councilmembers asked for Jeff JIrak and Courtney Patel (Police Dept and Animal Control) to come share their thoughts on this situation.

Mr. Jirak stated that his job is to enforce the City Code and that this is a violation of the City Code. Mr. Jirak stated if the Council would like to change the code, he has no problem with that but at this time they are in violation. Mr. JIrak stated he had not had any complaints or problems with Mr. Phillips and Ms. Cortez and they have been very professional and the animals are being kept in a very organized and clean environment.

Councilmember Brockert asked for input from City Attorney Brent Hinders. Mr. Hinders stated he could look into changing the ordinance but it would have to be at another meeting as that was not on the agenda for this meeting.

Councilmember Gordon made a motion to delay the decision for 90 days to allow City Council to have more discussion and do more research on this topic, seconded by Councilmember Osborne.

Vote: Ayes - 6, Nays - 0 Motion passed.

This item will be added to the September in-depth meeting for further discussion.

City of Muscatine

ITEM NUMBER 2023-0501

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

First Reading of an Ordinance Creating a Construction Appeal & Advisory Board (Public Hearing A)

EXECUTIVE SUMMARY

Presented for Council consideration is an ordinance that would create a construction advisory and appeal board tasked with hearing appeals relating to the enforcement of building codes. The purview of the Board would also include making recommendations on the adoption of and amendments to building codes.

STAFF RECOMMENDATION

Staff recommends Council adopt this ordinance to establish a Construction Appeal and Advisory Board.

BACKGROUND/DISCUSSION

Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process. Many communities have appeal boards to hear appeals of actions, determinations, or decisions made under the building codes, and also to make recommendations on the adoption of and amendment to building codes. These boards are typically made up of community members who have knowledge, training, and experience relating to building construction and are appointed by the City Council. Prior to 2015, the City Code established a Construction Appeal and Advisory Board. However, this board was removed during recodification in 2015 because it had not been used in many years.

The development, administration, and implementation of building codes would be more effective with a dedicated board of qualified community members to provide input on current and proposed building codes. Members of this board will need to have knowledge, training, and experience related to building construction and would be responsible for hearing appeals

of actions, determinations, or decisions made under the building codes, in addition to making recommendations on amendments to the adopted building codes.

At the September City Council in-depth meeting, staff was directed to bring forward an ordinance creating such a board. The attached ordinance does so.

CITY FINANCIAL IMPACT

No direct financial impact.

ATTACHMENTS

1. Ord_2023-0501

CITY OF MUSCATINE
ORDINANCE 2023-0501

ORDINANCE CREATING A CONSTRUCTION APPEAL & ADVISORY BOARD

WHEREAS, Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process;

WHEREAS, The development, administration, and implementation of building codes would be more effective if there was a dedicated board of community members appointed by the City Council. This board would have knowledge, training, and experience relating to building construction and would be responsible for hearing appeals of actions, determinations, or decisions made under the building codes and for making recommendations on amendments to the adopted building codes;

WHEREAS, The Construction Appeal & Advisory Board shall serve as the Board of Appeals in connection with the building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8;

WHEREAS, The Construction Appeal & Advisory Board shall advise the City Council on matters pertaining to the regulation of construction activities including the adoption of building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8

NOW THEREFORE, be it ordained by the City Council of the City of Muscatine, in the State of Iowa, as follows:

SECTION 1: **AMENDMENT** "CHAPTER 2-13 (RESERVED)" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

CHAPTER 2-13 ~~(RESERVED)~~CONSTRUCTION APPEAL AND ADVISORY BOARD

2-13-1 - Creation

The Construction Appeal & Advisory Board hereby created, with duties and responsibilities as set forth in this Chapter.

2-13-2 - Number of Members

The Construction Appeal & Advisory Board shall consist of five gender balanced members.

2-13-3-Appointment

A. The members are to be appointed by City Council.
B. Members shall be qualified by training and experience and training to pass upon matters pertaining to building construction.
C. Members shall be a resident of the City of Muscatine, Iowa.

2-13-4 - Term Duration and Limits

A. Duration
    1. The term of office of such members shall commence with their appointment and shall be for 5 years, except to fill vacancies provided, however, that appointments to the first Board shall be two members for five years, two members for four years, and one member for three years.
    2. Each term shall commence on the first day of July.
    3. All members of the Board shall remain on the Board until their successors are appointed.

B. Term Limits
No individual shall serve more than two full consecutive terms on the Board.

2-13-5 - Removal - Vacancies

The City Council may, at any time, remove any member of the Board after showing due cause, and shall fill the vacancies occurring on the Board by removal or otherwise.

2-13-6 Compensation of Members

All members of the Construction Appeal & Advisory Board shall serve without compensation.

2-13-7 - Chairperson and Secretary

The Construction Appeal & Advisory Board shall select a Chairperson, who shall preside over all Board meetings. The City Administrator or their designee shall serve as Secretary and be responsible for maintaining written records of the Board's proceedings.

2-13-8 - Responsibilities and Duties

A. Appeals
The Construction Appeal & Advisory Board shall serve as the Board of Appeals in connection with the building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8.

B. Advisory Function
The Construction Appeal & Advisory Board shall Advise the City Council on matters pertaining to the regulation of construction activities including the adoption of building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8.

SECTION 2: **AMENDMENT** "8-1-5 (Reserved)" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

8-1-5 ~~(Reserved)~~Appeals

8-1-5 Appeals

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 3: **ADOPTION** "8-3-8 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

8-3-8 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 4: **ADOPTION** "8-4-3 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

8-4-3 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 5: **ADOPTION** "8-7-5 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

8-7-5 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 6: **ADOPTION** "8-9-5 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

8-9-5 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 7: **ADOPTION** "8-10-3 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

8-10-3 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

EFFECTIVE DATE This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

First Reading:
Second Reading:
Third Reading:
Publication:

PASSED AND ADOPTED BY THE CITY OF MUSCATINE CITY COUNCIL _____.

Presiding Officer	Attest
_____	_____
Dr. Brad Bark, Mayor, City of Muscatine	Carol Webb, City Clerk, City of Muscatine

City of Muscatine

ITEM NUMBER 2023-0504

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

April Limburg, City Planner

SUBJECT

Resolution Declaring Certain Real Estate Owned by the City as Surplus, and Authorizing the Sale of Said Property Through a Closed Bid Process. (Public Hearing B)

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution declaring four parcels as surplus and reaffirming the status of 35 parcels previously been declared surplus. The City of Muscatine currently owns four parcels of property located at 713 Locust, 409 E 6th St, 2456 Sampson St, and 1246 E 5th St, for which there is no proposed public use. The City also owns an additional 35 parcels that have previously been declared surplus and staff is requesting the Council reaffirm these properties as surplus. Before the sale of city-owned property, the City Council must determine the property serves no public purpose and declare it as surplus property.

STAFF RECOMMENDATION

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

BACKGROUND/DISCUSSION

The City of Muscatine has accumulated a number of parcels of land that no longer serve a public purpose. Selling these parcels would return them to a useful purpose, restore them to the tax roll, and reduce maintenance costs incurred by the City. However, to sell these parcels, the City Council must first declare them surplus.

The City currently owns 713 Locust, 409 E 6th St, 2456 Sampson St, and 1246 E 5th St, for which there is no identified public use. The City Council is being asked to declare these parcels as surplus. The City also owns 35 additional parcels, listed on Exhibit A, that have previously been declared surplus. The City Council is being asked to reaffirm the surplus status of these parcels..

Following the Council declaring and reaffirming these properties as surplus, staff will take steps to dispose of each individual parcel in accordance with the adopted policy. While this will

typically be via a closed bid auction, where interested parties will have the opportunity to submit a sealed bid by the established deadline. At the established time, the bids will be opened and the auction will begin. Starting with the lowest bidder, each bidder will be given the opportunity to raise their bid in increments of no less than $1,000. This procedure will continue until the highest bid is obtained. Failure to bid in any given round will not prevent a party from reentering the bidding process at a later time. However, in instances where the property is determined to be unbuildable, it may be sold to an adjacent property owner at a reasonable price. The price and any other proposed conditions are subject to City Council approval.

CITY FINANCIAL IMPACT

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

ATTACHMENTS

1. Resolution to declare- 713, 409, 1246, 2456 , and affirm
2. Exhibit A - affirming
3. SurplusPropertyMap 2023

Prepared by April Limburg, 215 Sycamore St, Muscatine, IA, 52761 (563) 262-4141

RESOLUTION NO. 2023-0504

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

WHEREAS, the City Council of Muscatine, Iowa, does hereby declare as surplus certain real property, said property bearing Muscatine County Property Tax Parcel Identification Numbers as follows:

0835380009 (713 Locust), 0835429016 (409 E 6th St), 1310301030 (2456 Sampson St), 0836179007 (1246 E 5th St); and

WHEREAS, City Council reaffirms as surplus the parcels, listed on Exhibit "A", which had previously been declared surplus by City Council; and

WHEREAS, due notice of said proposal to declare and reaffirm identified properties as surplus as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with said notice, those interested in said proposed vacation and conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council of the City of Muscatine, Iowa, at public hearing held on October 19, 2023; and

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

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

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

PASSED, APPROVED AND ADOPTED this 19th day of October 2023.

BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____

Dr. Brad Bark, Mayor

Attest:

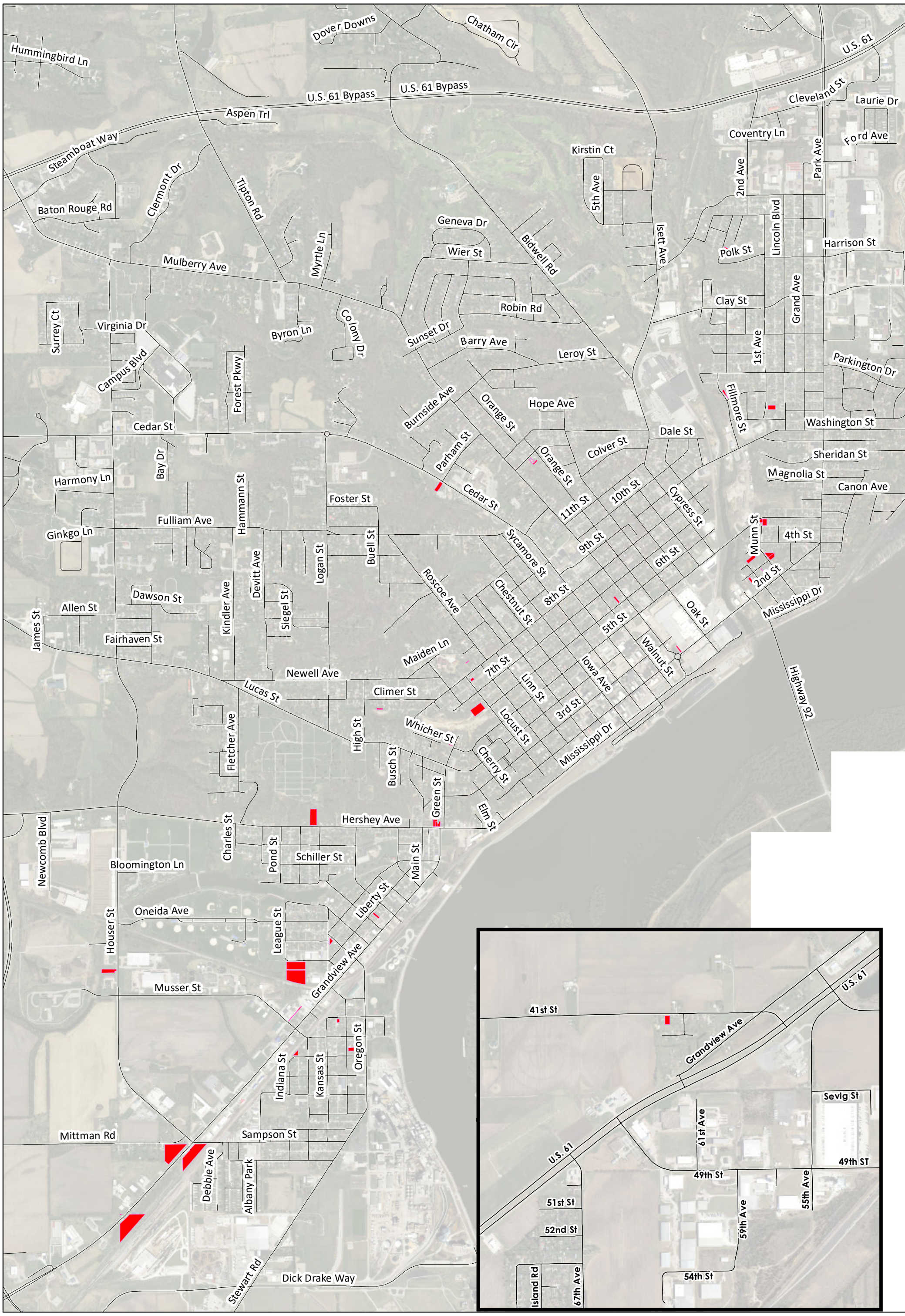
_____

Carol Webb, City Clerk

Exhibit A

Muscatine County Property Tax Parcel Identification Numbers as follows:

- 1310210007 (2017 Benham),
- 0836152003 (Adjacent to E 7th),
- 0835386011 (509 W 5th St),
- 0825154032 (1717 Bryan Ave),
- 0836186008 (Lombard & E 4th),
- 0836184030 (Brook St b/t 2nd & 4th),
- 0836184031 (Brook St b/t 2nd & 4th),
- 1303437004 (510 Liberty),
- 1310228003 (1810 Earl St),
- 1319226003 (6208 41 St S),
- 0825376033 (1101 1st Ave),
- 1303252006 (1907 Hershey),
- 1303479001 (Division & Warren),
- 1303456014 (1900 Blk of Roby),
- 1310301010 (MW Corner Grandview & Houser),
- 1310301030 (2456 Sampson),
- 1310351001 (2000 Blk Grandview),
- 1304400012 (B/t Human Soc & Area Foundation)
- 1310202011 (Alley off Musser),
- 1302154029 (1209 Hershey),
- 1302154027 (1207 Hershey),
- 1302154025 (1211 Hershey),
- 1302154023 (1213 Hershey),
- 1302154017 (Hershey),
- 1302104004 (Valley St),
- 0834482013 (Climer St),
- 0835352022 (Lot 44 Terrance Hgts),
- 0836326003 (Lot 8 3rd St),
- 0836302016)EXRRROW 4th St),
- 0836157001 (1108 E 5th St),
- 0836179005 (5th St),
- 0836107004 (Washington),
- 0835132010 (Maple Ave),
- 0825358036 (Fillmore & McKinley),
- 0835104012 (Cedar & Parham),
- 1303430006 (B/t Bond & Franklin)



Legend

Surplus Parcels

0.25 0.125 0 0.25 0.5 0.75 1 Miles

N

City of Muscatine

ITEM NUMBER 2023-0505

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Setting a Public Hearing for West Hill Phase 6C Discussion of Potential Environmental Impacts

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution to set a Public Hearing for comments related to potential environmental impacts of the West Hill Phase 6C Sanitary Sewer Separation Project, for December 7, 2023 at 6:00 pm in the City Hall Council Chambers during the regularly scheduled City Council Meeting that evening.

STAFF RECOMMENDATION

Staff recommends approving setting the public hearing

BACKGROUND/DISCUSSION

This public hearing is required by the State Revolving Fund as part of the environmental review process of the loan application for funding for the West Hill Sewer Separation Project Phase 6C. The purpose of this public hearing is to inform area residents of the community of Muscatine of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan. The Iowa Department of Natural Resources (DNR) will provide the Environmental Information Document (EID) for use at the hearing.

CITY FINANCIAL IMPACT

There is no financial impact to set and hold this hearing.

ATTACHMENTS

1. Set Public Hearing Resolution Phase 6C environmental (1)
2. Phase 6C FNSI Public Notice
3. Iowa State Revolving Fund Environmental Information Document

RESOLUTION NO. 2023-0505_____

SET TIME AND PLACE FOR A PUBLIC HEARING ON THE STATE REVOLVING FUND (SRF) LOAN FOR PHASE 6C OF THE WEST HILL SEWER SEPARATION PROJECT

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore approved of the mandated West Hill Sanitary Sewer Separation Project; and

WHEREAS, Phase 6C is proposed to be paid for by a loan from the State Revolving Fund (SRF); and

WHEREAS, the State Revolving Fund requires a public hearing with a minimum of 30 days advanced notice;

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

SECTION I: On December 7, 2023 at 6:00 p.m. in the City Council Chambers at City Hall, Muscatine, Iowa, this Council shall hold a public hearing for discussion of any concerns of potential environmental impacts of this project.

SECTION II: The City Clerk shall give notice of such public hearing by publication of a notice in the Muscatine Journal at least thirty (30) days prior to the date set for the hearing. The notice shall be in the following form:

(NOTICE OF PUBLIC HEARING ATTACHED)

PASSED, APPROVED, AND ADOPTED THIS 19th DAY OF OCTOBER, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____
Dr. Brad Bark, Mayor

ATTEST:

_____
Carol Webb, City Administrator

SRF Public Notice Example

PUBLIC HEARING NOTICE

The City of Muscatine will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's wastewater infrastructure.

The proposed West Hill Area Sanitary and Storm Sewer Separation Phase 6C project includes approximately 6,600 feet of new sanitary sewer at depths ranging from 8-20'. The project will also include storm sewer and water main improvements. Construction will be open cut with some trenchless construction. The project includes full width pavement replacement and surface restoration. Construction is located within the City of Muscatine along existing paved streets and residential neighborhoods. Construction will parallel existing utilities. The new sanitary sewers will separate the downstream end of the existing Upper West Branch Combined sewer on 11th Street, thru Iowa Field (open green space), and on Amy Dr. Combined Sewer separation will also occur on Roscoe Ave, W 11th Street, Iowa Ave, and 10th St.

The purpose of this Public Hearing is to inform area residents of the community of Muscatine of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

December 7, 2023 at 6:00 PM
City Hall Council Chambers
215 Sycamore Street
Muscatine, Iowa 52761

All interested persons are encouraged to attend this hearing. Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to the City Public Works Department at 563-263-8933.

Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.

IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Muscatine
County: Muscatine
State: Iowa

SRF Number: CS1921092 01
Iowa DNR Project Number: S2022-0036A

COMMUNITY DESCRIPTION

Location: The City of Muscatine is located in Muscatine County, Iowa approximately 50 miles southeast of Iowa City, Iowa and 30 miles west of Davenport, Iowa.

Population: The population of Muscatine according to the 2020 US Census was 23,797. Muscatine is currently growing at a rate of 0.38% annually and its population has increased by 0.76% since the most recent census, which recorded a population of 23,797 in 2010.

Current Waste Collection System: The City of Muscatine has a combined sewer system (CSS) in the original portions of the community. The CSS conveys sanitary wastewater and stormwater to the wastewater treatment plant located on Musser Street. In 2007, the City entered into a Consent Order with the EPA (CWA-07-2007-0088) formalizing the City's commitment to separate its combined sewer system.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the wastewater collection system to enhance their reliability, increase capacity and to replace obsolete system to safely and reliably operate the City of Muscatine's wastewater system for the next 20 years. Additionally, the City of Muscatine is under an EPA Consent Order (CWA-07-2007-0088) to eliminate their Combined Sewer Overflows (CSO) including those in the West Hill Area by December 31, 2028. A consent order extension from December 31, 2024 to December 31, 2028 was granted by the EPA in October 2012.

Proposed Improvements: The proposed West Hill Area Sanitary and Storm Sewer Separation Phase 6C project includes approximately 6,600 feet of new sanitary sewer at depths ranging from 8-20'. The project will also include storm sewer and water main improvements. Construction will

be open cut with some trenchless construction. The project includes full width pavement replacement and surface restoration. Construction is located within the City of Muscatine along existing paved streets and residential neighborhoods. Construction will parallel existing utilities. The new sanitary sewers will separate the downstream end of the existing Upper West Branch Combined sewer on 11th Street, thru Iowa Field (open green space), and on Amy Dr. Combined Sewer separation will also occur on Roscoe Ave, W 11th Street, Iowa Ave, and 10th St.

Receiving Stream: The City operates a wastewater treatment plant and combined sewer overflow outfalls that discharge into the Mississippi River and Mad Creek during large storm events. The Mississippi River and Mad Creek are classified as A1, B(WW1), and HH. Class A1 waters are primary contact recreational use waters in which recreational or other uses may result in prolonged and direct contact with the water, involving considerable risks of ingesting water in quantities sufficient to pose a health hazard. Such activities would include, but not be limited to, swimming, diving, water skiing, and water contact recreational canoeing. Waters designated Class B(WW1) are those in which temperature, flow and other habitat characteristics are suitable to maintain warm water game fish populations along with a resident aquatic community that includes a variety of native nongame fish and invertebrates species. These waters generally include border rivers, large interior rivers, and the lower segments of medium-size tributary streams. Waters designated Class HH are those in which fish are routinely harvested for human consumption or waters both designated as a drinking water supply and in which fish are routinely harvested for human consumption.

ALTERNATIVES CONSIDERED

Alternatives Considered: The West Hill Area Separation Program has been ongoing for several years. In 2010 an engineering study titled "West Hill Area Sewer Separation Conceptual Design Report" was prepared. The City is under an EPA Consent Order to eliminate their Combined Sewer Overflows. The 2010 Report provided an overview of the West Hill Area separation program and divided the separation projects into four phases. As the program has progressed, the City reallocated the four separation phases into six.

Reasons for Selection of Proposed Alternative: The No-Action alternative is not viable due to the EPA Consent Administrative Order. The project site was selected for the availability of land, engineering criteria, proximity to existing facilities, hydraulic considerations, as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups: The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

U.S. Army Corps of Engineers
U.S. Fish and Wildlife Service
State Historical Society of Iowa (State Historical Preservation Office)
Iowa DNR Conservation and Recreation Division
Iowa DNR Flood Plain Management Section
Citizen Band Potawatomi Indian Tribe

Flandreau Santee Sioux
Ho-Chunk Nation
Iowa Tribe of Kansas and Nebraska
Iowa Tribe of Oklahoma
Kickapoo Tribe in Kansas
Kickapoo Tribe of Oklahoma
Lower Sioux Indian Community Council
Miami Tribe of Oklahoma
Omaha Tribal Council
Osage Tribal Council
Otoe-Missouria Tribe
Pawnee Nation of Oklahoma
Peoria Tribe of Indians of Oklahoma
Ponca Tribe of Indians of Oklahoma
Ponca Tribe of Nebraska
Prairie Band Potawatomi Nation
Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee
Muscatine County Historic Preservation Commission
Muscatine Historic Preservation Commission

No adverse comments were received from any agencies or general public to date. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A Phase IA Archaeological investigation of the proposed project was completed and a Reconnaissance Architectural History Survey is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: The DNR Flood Plain Management Section will determine if the proposed project requires a permit for impacts to the 100-year floodplain. The U.S. Army Corps of Engineers will determine if the proposed project will impact wetlands or jurisdictional waters of the United States. According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be requiredNo adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Muscatine in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population

growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be improved collection of the wastewater from the City of Muscatine and compliance with the EPA Consent Order. This project should reduce the frequency of raw sewage discharge events to the environment which can pose not only a health and safety hazard to people, but also could be harmful to amphibians, fish, birds, and other wildlife.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The U.S. Army Corps of Engineers will determine if the proposed project will impact wetlands or jurisdictional waters of the United States.
- The project will not affect threatened and endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The DNR Flood Plain Management Section will determine if the proposed project requires a permit for impacts to the 100-year floodplain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase IA Archaeological investigation of the proposed project was completed and a Reconnaissance Architectural History Survey is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of

fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).

- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

_____ _____

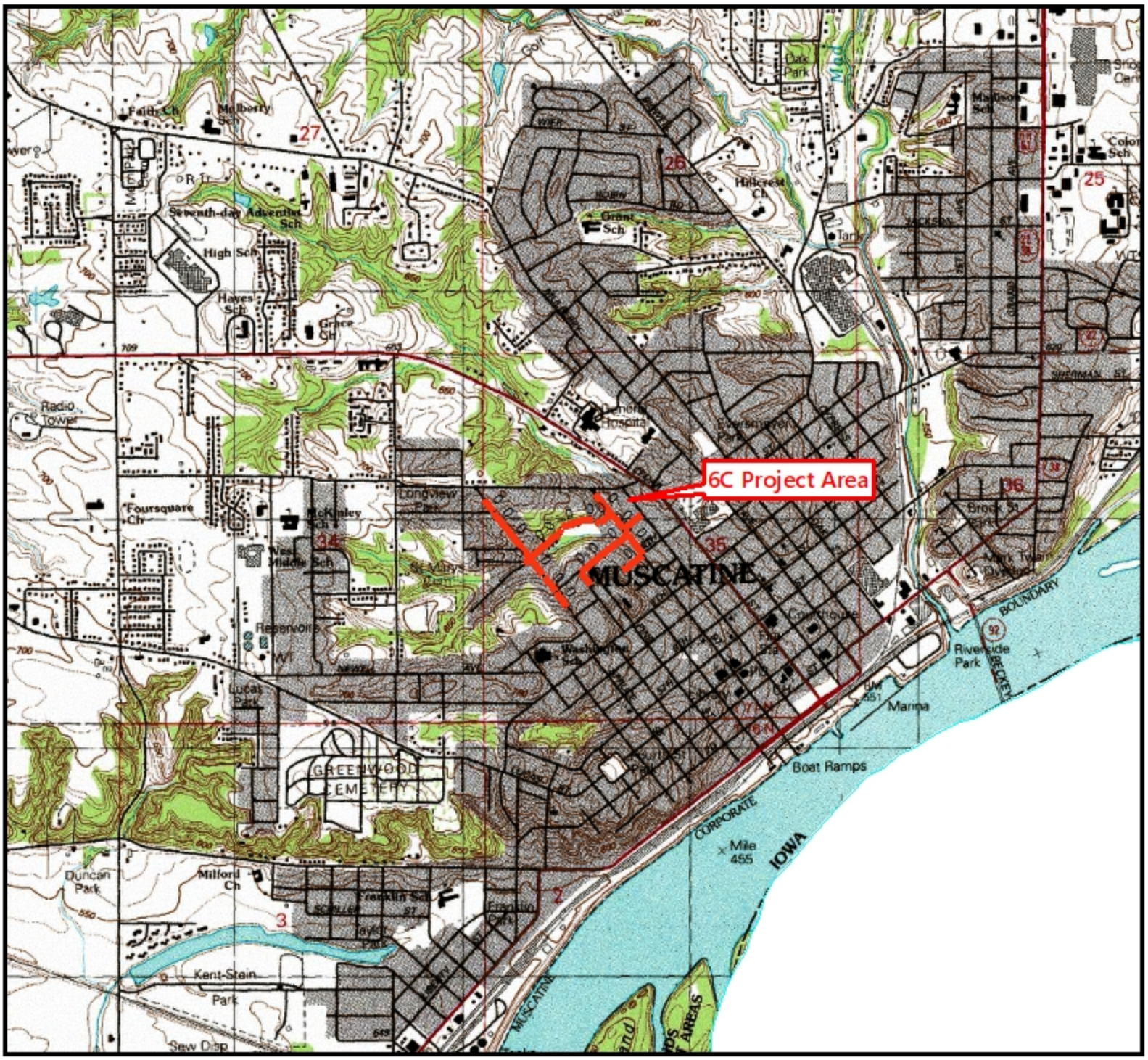
Signature of the Mayor, City of Muscatine Date

_____

Printed Name of the Mayor, City of Muscatine

State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

USGS 7.5 Minute Quadrangle: Muscatine
Section: 35, Township: 77 N, Range: 02 W
Date: 1991



Legend

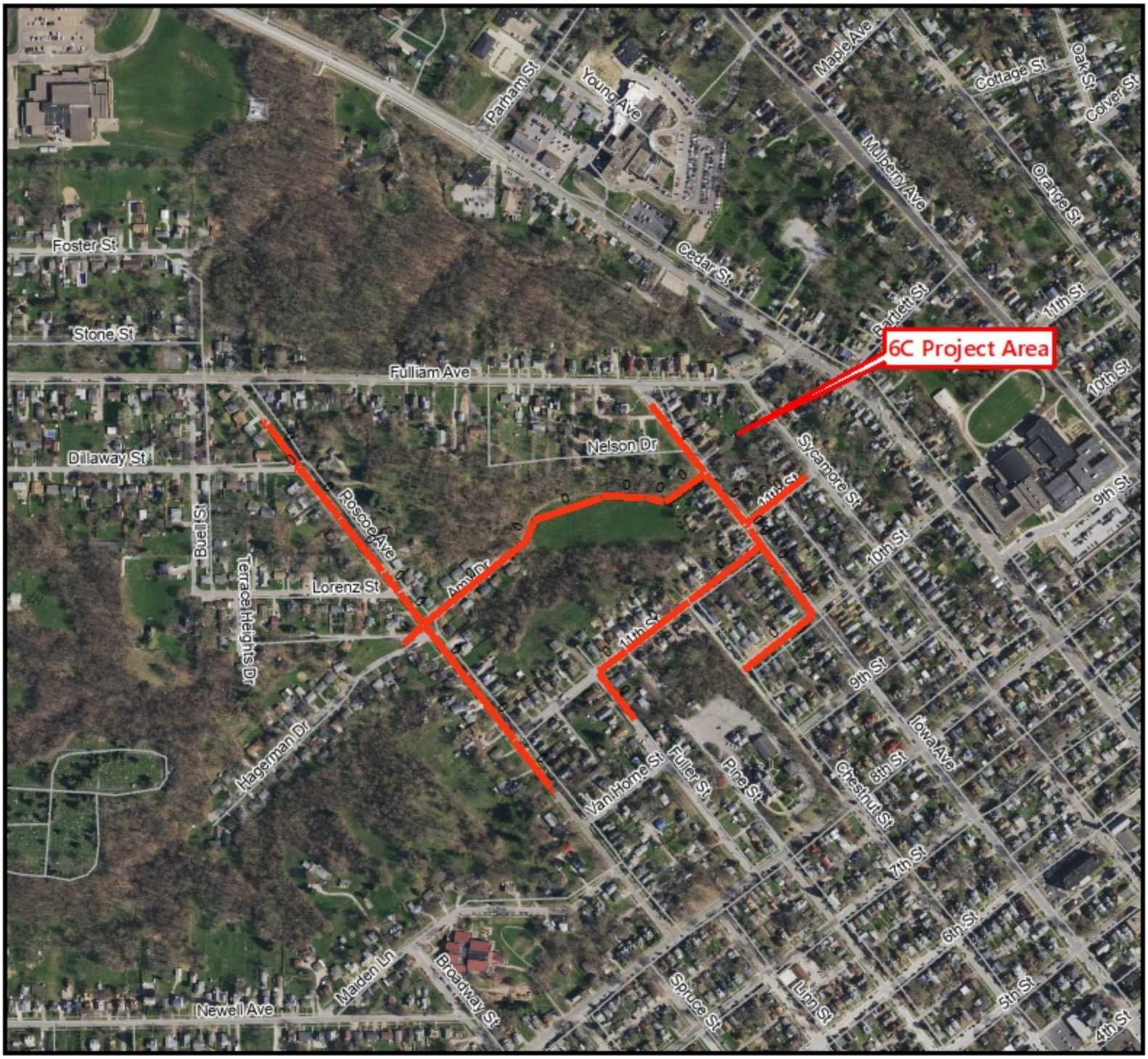
6C Project Area

Scale: 1 inch = 2,000 feet

Muscatine - West Hill Sewer Separation Phase 6C
Muscatine,IA (Muscatine County, Iowa)

State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

Aerial



Legend

6C Project Area

Scale: 1 inch = 583 feet

Muscatine - West Hill Sewer Separation Phase 6C
Muscatine,IA (Muscatine County, Iowa)

City of Muscatine

ITEM NUMBER 2023-0506

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Resolution Approving the Contract and Bond with General Contractors, Inc., in the Amount of $545,000.00, for the Replacement UV Disinfection System Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a Resolution approving the contract and bond with General Contractors, Inc., in the amount of $545,000.00, for the Replacement UV Disinfection System Project.

STAFF RECOMMENDATION

Staff recommends approval of the resolution to proceed with the project.

BACKGROUND/DISCUSSION

The City conducted a public hearing for the contract on September 7th and awarded the contract on October 5th. Now is the time to approve the contract and bond to begin the project.

CITY FINANCIAL IMPACT

The engineering estimate for the project was $1,206,000.00 for a current project cost of $953,000.00 or $253,000.00 under budget.

ATTACHMENTS

1. Resolution Approving Contract and Bond.231019
2. Muscatine UV Contract_General Constructors
3. Muscatine UV Bond_General Constructors
4. Insurance Certificate UV Project.23

RESOLUTION NO. 2023-0506

RESOLUTION APPROVING CONTRACT AND BOND FOR THE REPLACEMENT UV DISINFECTION SYSTEM PROJECT

WHEREAS, this Council has awarded the contract for the Replacement UV Disinfection System Project to General Constructors, Inc. dated the 5th day of October, 2023, in the amount of $545,000.00; and

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

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

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa, and General Constructors, Inc. dated the 5th day of October of 2023 in the amount of $545,000.00 is approved.
2. The performance bond accompanying such contract, wherein General Constructors, Inc. appears as principal and United Fire and Casualty of Cedar Rapids, IA appears as surety, is approved.

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

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on this, the 19th of October, 2023.

_____
Dr. Brad Bark, Mayor

ATTEST:

_____
Carol Webb, City Clerk

SECTION 00510

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of October, 2023, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "Owner", and General Constructors, Inc., party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the 28th day of August, 2023, for Replacement UV Disinfection System Project, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

   REPLACEMENT UV DISINFECTION SYSTEM PROJECT

   Construct Replacement UV Disinfection System Project including all labor, materials, and equipment necessary for demolition; construct reinforced concrete structures; plumbing; heating; installation of owner-provided ultraviolet disinfection equipment; miscellaneous equipment; piping and appurtenances; piping specialties; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures, and controls; and miscellaneous associated work, including cleanup for the lump sum price of Five Hundred Forty-Five Thousand and 00/100 Dollars ($545,000.00) as shown on the Proposal.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

   A. Contract Documents, including:
      1. Notice of Public Hearing
      2. Notice to Bidders
      3. Instructions to Bidders
      4. Proposal
      5. Bond
      6. General Conditions
      7. Special Conditions
      8. Plans List
      9. Detailed Specifications
      10. Plans listed in the specifications
      11. Numbered addenda issued to the foregoing.

   B. This Instrument.

   C. The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR:

By DAN WARD

Title PRESIDENT

ATTEST:

Connie Zerull

Title Secretary/Treasurer

CITY OF MUSCATINE, IOWA

By _____
Mayor

ATTEST:

_____
City Clerk

SECTION 00600 **BOND NO. 54256607**

BOND

KNOW ALL MEN BY THESE PRESENTS: that General Constructors, Inc.
(Name of Contractor)

480 42nd Street, Bettendorf, Iowa 52722
(Address of Contractor)

a Corporation hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and **United Fire & Casualty Company**
(Name of Surety)

118 2nd Avenue SE, Cedar Rapids IA 52407
(Address of Surety)

hereinafter called the Surety, are held and firmly bound unto

City of Muscatine
(Name of Owner)

215 Sycamore Street, Muscatine, Iowa 52761
(Address of Owner)

hereinafter called the OWNER, in the sum of Five Hundred Forty-Five Thousand and 00/100 Dollars ($ 545,000.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL entered into a certain contract with the OWNER, dated the 5th day of, October, 2023, a copy of which is hereto attached and made a part hereof for the construction of **REPLACEMENT UV DISINFECTION SYSTEM PROJECT** which Agreement includes a guarantee of all work against defective workmanship and materials for a period of two (2) years from the date of final acceptance of the work by the OWNER, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the PRINCIPAL shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the OWNER from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any such default,

AND FURTHER, that if the PRINCIPAL shall pay all persons who have contracts directly with the PRINCIPAL for labor or materials, failing which such persons shall have a direct right of action against the PRINCIPAL and Surety under this Obligation, subject to the OWNER's priority,

Then this OBLIGATION shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after three (3) years from the date of final acceptance of the work.

AND PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the OWNER of any extension of time for the performance of the Contract, or any other forbearance on the part of either the OWNER or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND FURTHER PROVIDED, the PRINCIPAL and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the PRINCIPAL or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the OWNER shall retain until completion of the improvements, but the PRINCIPAL and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

THE SURETY ON THIS BOND shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

a. To the extension of time to the PRINCIPAL in which to perform the Contract.
b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the OWNER at the time such work was accepted.

IN WITNESS WHEREOF, this instrument is executed in _3_ counterparts, each one of which shall be deemed an original, this **5th** day of **October**, 2023.

PRINCIPAL: **General Constructors Inc.**
Contractor

Signature

Dan Ward, President
Title

SURETY: **United Fire & Casualty Company**
Surety Company

Signature Attorney-in-Fact

Stacy A. Banfield
Name of Attorney-in-Fact

Ruhl & Ruhl Insurance, A Division of HUB Int'l
Company Name

212 Brady Street, Suite 4B
Company Address

Davenport IA 52801
(Including Zip Code)

(563) 324-1981
Company Telephone Number

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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

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

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

LAURA A. FOUST, SCOTT A. SAVERAID, BRIAN C. MATLOCK, MICHAEL F. WERNSMAN, JOYCE L. BRIGGS, STACY A. BANFIELD, SETH W. DOUP, AARON E. MATLOCK, MEREDITH MORROW, ADAM KERNS, EACH INDIVIDUALLY

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

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

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2021

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

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 1st day of August, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

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

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 5 day of October, 2023.

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

BPOA0049 1217

This paper has a colored background and void pantograph.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Iowa dba Ruhl & Ruhl Insurance
212 Brady Street; Suite 4B
Davenport IA 52801

CONTACT NAME: Laura Foust, CPCU, AAI, CRIS, CISR
PHONE (A/C, No, Ext): 563 823 6734 **FAX (A/C, No):** 866-873-6117
E-MAIL ADDRESS: laura.foust@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty	13021
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GENECON-02
General Constructors, Inc. of the Quad Cities etal.
480 - 42nd Street
Bettendorf IA 52722

COVERAGES **CERTIFICATE NUMBER:** 270432174 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			60348169	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			60348169	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			60348169	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		83WEOH3030	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment Installation Floater			60348169	1/1/2023	1/1/2024	Limit: Limit:	480,000 $350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Replacement UV Disinfection System Project
City of Muscatine and Veenstra & Kimm, Inc. are included as an additional insured under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
City of Muscatine
215 Sycamore St
Muscatine IA 52761

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil R. Hughes

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City of Muscatine

ITEM NUMBER 2023-0507

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

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

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution authorizing the assessment of unpaid abatement service fees and rental housing fees to private properties. The abatement and rental housing costs total $27,004.97, the administrative fees are $1,600.00, and the assessment fees are $3,200.00. The total amount being requested for assessment at this time totals $31,804.97.

STAFF RECOMMENDATION

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

BACKGROUND/DISCUSSION

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

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

The City has provided rental housing services for properties listed on the attachment, including but not limited to, rental property inspections and Rental Facility License issuance as required

per the Muscatine Rental Housing Code. Dates of service are from February 2023. The City billed the owner for the services provided and sent multiple invoices prior to requesting assessment. In accordance with Title 16 of City Code, if the initial invoice to the owner is not paid a second invoice is sent with a $25 late payment penalty fee. Then if the second invoice is not paid, a third and fourth invoice are sent with 1.5% interest being accrued on each invoice. A final payment notice is sent with the fourth invoice notifying the owner of the deadline to avoid the outstanding balance being assessed to the property taxes. Assessing the outstanding bills to the property taxes will help the City recoup its costs.

A $50.00 assessment fee has been added to each property for each abatement instance to cover processing costs. Adding an assessment fee for each abatement instance is a new process as the recently implemented program now used for violation abatements does not group all the abatement instances for a single property together, rather it records them separately. This is to allow a better means to track repeat offenders and as such this change only affects properties that the City is required to abate multiple times. Additional fees are charged by the County for each assessment.

CITY FINANCIAL IMPACT

Fees are to reimburse the City for expenses associated with the services provided to abate the nuisance, substandard buildings and vegetation violations and the provided rental housing services. If assessments are not approved or are reduced, payments to the City's contractor without charge and providing rental housing services without charge will negatively impact the general fund.

ATTACHMENTS

1. Council Resolution Special Assessments 10.19.2023
2. Council Special Assessments Report 10.19.2023

RESOLUTION NO. 2023-0507

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

WHEREAS, the City of Muscatine has incurred costs for
Nuisance abatements according to City Code Section 9-3-9;
Rental housing fees according to City Code Section 16-4;
Substandard building demolitions according to City Code Section 16-6-4;
Vegetation abatements according to City Code Section 16-8-9; and

WHEREAS, proper notice was given before such action according to provisions of
City Code Section 9-3-5 for nuisance abatements;
City Code Section 16-4-3 for rental housing fees;
City Code Section 16-6-3 for substandard building demolitions;
City Code Section 16-8-10 for vegetation abatements; and

WHEREAS, the City Council of the City of Muscatine is allowed to assess such costs according to
City Code Section 9-3-11 for nuisance abatements;
City Code Section 16-4-3 for rental housing fees;
City Code Section 16-6-5 for substandard building demolitions;
City Code Section 16-8-12 for vegetation abatements;

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

PASSED AND APPROVED THIS 19th DAY OF OCTOBER, 2023.

_____
Dr. Brad Bark, Mayor

ATTEST:

_____
Carol Webb, City Administrator

Parcel ID	Property Address	Owner Name	Date of Work	Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
0825276025	0825276025	OAK CREEK DEVELOPMENT INC	7/19/2023	Vegetation - Weeds/Grass	$127.20	$25.00	$50.00	$202.20
0834328017	0834328017	CAUSSE BRIAN M OR LISA D	7/11/2023	Vegetation - Weeds/Grass	$127.20	$25.00	$50.00	$202.20
0834328017	0834328017	CAUSSE BRIAN M OR LISA D	7/26/2023	Vegetation - Weeds/Grass	$127.20	$25.00	$50.00	$202.20
1303254001	100 Pond St	BERMEL STEVEN D	6/14/2023	Nuisance	$143.05	$25.00	$50.00	$218.05
1303254001	100 Pond St	BERMEL STEVEN D	6/14/2023	Vegetation - Weeds/Grass	$251.80	$25.00	$50.00	$326.80
0826178017	1001 Acorn Ln	OROZCO ERNESTO	6/26/2023	Vegetation - Weeds/Grass	$153.40	$25.00	$50.00	$228.40
0835404011	101 E 8th St	GARCIA VASTHY	7/14/2023	Vegetation - Weeds/Grass	$340.00	$25.00	$50.00	$415.00
1303180016	109 Grover St	RTI INVESTMENTS LLC	6/12/2023	Vegetation - Weeds/Grass	$88.20	$25.00	$50.00	$163.20
1303180016	109 Grover St	RTI INVESTMENTS LLC	6/14/2023	Nuisance	$272.80	$25.00	$50.00	$347.80
0835327026	109 W 10th St	RCN LLC	2/17/2023	Rental Facility License	$96.00	$25.00	$50.00	$171.00
1302154004	1112 W 3rd St	SALEK COURTNEY	8/10/2023	Vegetation - Trees/Shrubs	$1,800.00	$25.00	$50.00	$1,875.00
1310233009	1114 Nebraska St	MORSE MARY F	7/10/2023	Vegetation - Weeds/Grass	$60.40	$25.00	$50.00	$135.40
1310233009	1114 Nebraska St	MORSE MARY F	7/17/2023	Vegetation - Weeds/Grass	$45.70	$25.00	$50.00	$120.70
1310233009	1114 Nebraska St	MORSE MARY F	7/28/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	7/11/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	7/19/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	7/31/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
0836327024	113 Brook St	TOMPKINS SCOTT	7/18/2023	Vegetation - Weeds/Grass	$470.79	$25.00	$50.00	$545.79
0835352003	114 Roscoe Ave	PEINE LAWRENCE E OR ANN	7/24/2023	Nuisance	$62.70	$25.00	$50.00	$137.70
0836187011	1216 E 2nd St	TAPIA RACHAEL	7/10/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0836187011	1216 E 2nd St	TAPIA RACHAEL	7/17/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0836187011	1216 E 2nd St	TAPIA RACHAEL	7/28/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
1302101019	1503 Lucas St	KIRBY KAYLA J	7/11/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
1302101019	1503 Lucas St	KIRBY KAYLA J	7/17/2023	Vegetation - Weeds/Grass	$60.40	$25.00	$50.00	$135.40
1302101019	1503 Lucas St	KIRBY KAYLA J	7/31/2023	Vegetation - Weeds/Grass	$60.40	$25.00	$50.00	$135.40
0825181024	1516 Grand Ave	SMITH KYLE E	8/1/2023	Vegetation - Weeds/Grass	$163.60	$25.00	$50.00	$238.60
0825181024	1516 Grand Ave	SMITH KYLE E	8/3/2023	Nuisance	$106.80	$25.00	$50.00	$181.80
0826457002	1611 Clifford St	ANFINSON MICHAEL	7/26/2023	Vegetation - Weeds/Grass	$176.40	$25.00	$50.00	$251.40
0834176009	1632 Beach Cir	JENKINS MENDI	7/11/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	7/10/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	7/17/2023	Vegetation - Weeds/Grass	$45.70	$25.00	$50.00	$120.70
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	7/28/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0836227014	185 Sherman St	STRAUSE SHANE	6/29/2023	Vegetation - Weeds/Grass	$507.90	$25.00	$50.00	$582.90
1303252007	1905 Hershey Ave	HANEY AMANDA K	7/31/2023	Substandard Building Demolition	########	$25.00	$50.00	$17,875.00
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	7/10/2023	Vegetation - Weeds/Grass	$60.40	$25.00	$50.00	$135.40
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	7/17/2023	Vegetation - Weeds/Grass	$60.40	$25.00	$50.00	$135.40
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	7/27/2023	Vegetation - Weeds/Grass	$89.80	$25.00	$50.00	$164.80

Parcel ID	Property Address	Owner Name	Date of Work	Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
0835335014	205 W 7th St	TREVINO JESSE OR ELDA	6/22/2023	Nuisance	$182.07	$25.00	$50.00	$257.07
0835335014	205 W 7th St	TREVINO JESSE OR ELDA	6/27/2023	Nuisance	$312.90	$25.00	$50.00	$387.90
0834454022	2203 Lucas St	EPPERLY GLENN M	7/11/2023	Vegetation - Weeds/Grass	$62.00	$25.00	$50.00	$137.00
0834454022	2203 Lucas St	EPPERLY GLENN M	7/18/2023	Vegetation - Weeds/Grass	$74.10	$25.00	$50.00	$149.10
0834454022	2203 Lucas St	EPPERLY GLENN M	7/31/2023	Vegetation - Weeds/Grass	$31.00	$25.00	$50.00	$106.00
1302154014	314 Green St	JONES PHYLLIS M	5/3/2023	Nuisance	$430.16	$25.00	$50.00	$505.16
1303433009	315 Bond St	PARRISH SUSAN M	7/6/2023	Nuisance	$116.45	$25.00	$50.00	$191.45
0835378027	401 W 7th St	OWENS GREGORY	7/26/2023	Vegetation - Weeds/Grass	$194.60	$25.00	$50.00	$269.60
0835126001	415 Parham St	BECK ROBERT	8/1/2023	Vegetation - Weeds/Grass	$249.90	$25.00	$50.00	$324.90
1303432012	416 Bond St	5S RENTALS LLC	6/28/2023	Nuisance	$77.40	$25.00	$50.00	$152.40
1302154020	507 Main St	DESPAIN CLINT JOSEPH	8/2/2023	Vegetation - Weeds/Grass	$104.80	$25.00	$50.00	$179.80
0835382016	514 Pine St	KRISE TRACY OR SLOAT DEREK OR SLOAT JUSTIN	7/5/2023	Vegetation - Weeds/Grass	$281.20	$25.00	$50.00	$356.20
1302154013	515 Main St	RTI INVESTMENTS LLC	8/2/2023	Vegetation - Weeds/Grass	$132.30	$25.00	$50.00	$207.30
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	7/11/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	7/17/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	7/31/2023	Vegetation - Weeds/Grass	$58.80	$25.00	$50.00	$133.80
1302132008	607 W 3rd St	ANDERSON JOSIAH OR STEPHANIE K	7/3/2023	Vegetation - Weeds/Grass	$183.75	$25.00	$50.00	$258.75
0835385003	608 W 7th St	APANTENCO ANTONIO	8/1/2023	Vegetation - Weeds/Grass	$117.60	$25.00	$50.00	$192.60
0835410013	611 Iowa Ave	LOPEZ MAGDALENO	7/26/2023	Vegetation - Trees/Shrubs	$44.10	$25.00	$50.00	$119.10
0835288011	713 Mulberry Ave	WALKER MELISSA	7/11/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0835288011	713 Mulberry Ave	WALKER MELISSA	7/19/2023	Vegetation - Weeds/Grass	$29.40	$25.00	$50.00	$104.40
0834279004	716 Roscoe Ave	GOLDENSOPH KARYN OR SANDOVAL ANTHONY	7/18/2023	Nuisance	$62.70	$25.00	$50.00	$137.70
0835279005	808 E 9th St	RODRIGUEZ ERASMO OR FERNANDEZ JUANA	7/21/2023	Nuisance	$48.00	$25.00	$50.00	$123.00
1302107016	901 W 4th St	CHITWOOD MICHAEL	7/3/2023	Nuisance	$78.80	$25.00	$50.00	$153.80
0835226031	913 Colver St	CLARK ADAM M	8/1/2023	Vegetation - Weeds/Grass	$207.70	$25.00	$50.00	$282.70
1302152010	921 W 3rd St	MULLINS LINDA	8/1/2023	Vegetation - Weeds/Grass	$117.60	$25.00	$50.00	$192.60
0835230023	922 Colver St	MORGAN SUSAN	8/1/2023	Vegetation - Weeds/Grass	$88.20	$25.00	$50.00	$163.20

Grand Totals by Fee Type:	**########**	**#######**	**$3,200.00**	**$31,804.97**

Grand Totals by Service Type:	**Nuisance Services**	**$2,793.83**
	Rental Services	**$171.00**
	Substandard Building Demolition	**$17,875.00**
	Vegetation Services	**$10,965.14**

Case #	Parcel Number	Site Address	Owner Name	Type
V1077-2023	0836187011	1216 E 2nd St	TAPIA RACHAEL	FULL TIME MOW
V0736-2023	0836185010	1331 E 2nd St	SKUARED PROPERTIES LLC	GRASS/NOXIOUS WEEDS
V1068-2023	1302101019	1503 Lucas St	KIRBY KAYLA J	FULL TIME MOW
V1069-2023	1302101019	1503 Lucas St	KIRBY KAYLA J	FULL TIME MOW
V1070-2023	1302101019	1503 Lucas St	KIRBY KAYLA J	FULL TIME MOW
V0831-2023	0825181024	1516 Grand Ave	SMITH KYLE E	GRASS/NOXIOUS WEEDS
V0832-2023	0825181024	1516 Grand Ave	SMITH KYLE E	NUISANCE
V0826-2023	0826457002	1611 Clifford St	ANFINSON MICHAEL	GRASS/NOXIOUS WEEDS
V1074-2023	0834176009	1632 Beach Cir	JENKINS MENDI	FULL TIME MOW
V1078-2023	1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	FULL TIME MOW
V1079-2023	1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	FULL TIME MOW
V1080-2023	1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	FULL TIME MOW
V0692-2023	0836227014	185 Sherman St	STRAUSE SHANE	GRASS/NOXIOUS WEEDS
V1155-2023	1303252007	1905 Hershey Ave	HANEY AMANDA K	NUISANCE
V1055-2023	1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	FULL TIME MOW
V1056-2023	1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	FULL TIME MOW
V1057-2023	1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	FULL TIME MOW
V0595-2023	0835335014	205 W 7th St	TREVINO JESSE OR ELDA	NUISANCE
V0685-2023	0835335014	205 W 7th St	TREVINO JESSE OR ELDA	NUISANCE
V1065-2023	0834454022	2203 Lucas St	EPPERLY GLENN M	FULL TIME MOW
V1066-2023	0834454022	2203 Lucas St	EPPERLY GLENN M	FULL TIME MOW
V1067-2023	0834454022	2203 Lucas St	EPPERLY GLENN M	FULL TIME MOW
V0329-2023	1302154014	314 Green St	JONES PHYLLIS M	NUISANCE

All Fees Due
$54.40
$0.00
$56.00
$85.40
$85.40
$188.60
$131.80
$201.40
$56.00
$56.00
$70.70
$54.40
$532.90
$17,825.00
$85.40
$85.40
$114.80
$337.90
$207.07
$87.00
$99.10
$56.00
$455.16

Case #	Parcel Number	Site Address	Owner Name	Type
V0688-2023	1303433009	315 Bond St	PARRISH SUSAN M	NUISANCE
V0828-2023	0835378027	401 W 7th St	OWENS GREGORY	GRASS/NOXIOUS WEEDS
V0846-2023	0835126001	415 Parham St	BECK ROBERT	GRASS/NOXIOUS WEEDS
V0618-2023	1303432012	416 Bond St	5S RENTALS LLC	NUISANCE
V0876-2023	1302154020	507 Main St	DESPAIN CLINT JOSEPH	GRASS/NOXIOUS WEEDS
V0728-2023	0835382016	514 Pine St	KRISE TRACY OR SLOAT DEREK OR SLOAT JUSTIN	GRASS/NOXIOUS WEEDS
V0861-2023	1302154013	515 Main St	RTI INVESTMENTS LLC	GRASS/NOXIOUS WEEDS
V1071-2023	0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	FULL TIME MOW
V1072-2023	0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	FULL TIME MOW
V1073-2023	0835377022	606 Chestnut St	FOWLER KIM OR FISCHER CONSTANCE	FULL TIME MOW
V0707-2023	1302132008	607 W 3rd St	ANDERSON JOSIAH OR STEPHANIE K	GRASS/NOXIOUS WEEDS
V0844-2023	0835385003	608 W 7th St	APANTENCO ANTONIO	GRASS/NOXIOUS WEEDS
V0811-2023	0835410013	611 Iowa Ave	LOPEZ MAGDALENO	TREES AND SHRUBS
V1061-2023	0835288011	713 Mulberry Ave	WALKER MELISSA	FULL TIME MOW
V1062-2023	0835288011	713 Mulberry Ave	WALKER MELISSA	FULL TIME MOW
V0815-2023	0834279004	716 Roscoe Ave	GOLDENSOPH KARYN OR SANDOVAL ANTHONY	ROW - STREETS AND SIDEWALKS
V0823-2023	0835279005	808 E 9th St	RODRIGUEZ ERASMO OR FERNANDEZ JUANA	ROW - STREETS AND SIDEWALKS
V0737-2023	1302107016	901 W 4th St	CHITWOOD MICHAEL	ROW - STREETS AND SIDEWALKS
V0850-2023	0835226031	913 Colver St	CLARK ADAM M	GRASS/NOXIOUS WEEDS
V0873-2023	1302152010	921 W 3rd St	MULLINS LINDA	GRASS/NOXIOUS WEEDS
V0847-2023	0835230023	922 Colver St	MORGAN SUSAN	GRASS/NOXIOUS WEEDS

All Fees Due
$141.45
$219.60
$274.90
$102.40
$129.80
$306.20
$157.30
$54.40
$54.40
$83.80
$208.75
$142.60
$69.10
$54.40
$54.40
$87.70
$73.00
$103.80
$232.70
$142.60
$113.20

City of Muscatine

ITEM NUMBER 2023-0508

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Conveying Vacated Right-of-Way (a Portion of Brier Street) in the City of Muscatine, Iowa to Off Grid Spartan LLC

EXECUTIVE SUMMARY

In October 2019, as part of the Grandview Avenue Corridor Project, the City Council approved the vacation of the Brier Street right-of-way, with the intent that the vacated right-of-way be conveyed to the six adjoining property owners. The vacated right-of-way was conveyed to five of the six adjoining property owners. Due to a property being sold during the process, the vacated right-of-way adjoining 1109 Grandview Avenue was never successfully conveyed to the adjoining property owner, Off Grid Spartan LLC. This resolution will convey the vacated right-of-way adjoining 1109 Grandview Avenue to Off Grid Spartan LLC.

STAFF RECOMMENDATION

Adopt the resolution.

BACKGROUND/DISCUSSION

The Grandview Avenue Corridor Project impacted the parking that some businesses at the Grandview/Brier intersection previously utilized by creating one defined driveway off of Grandview. The vacation of Brier Street and the conveyance of Brier Street to the adjoining property will mitigate this impact by allowing the relocation of this parking to the now-vacated right-of-way.

Brier Street no longer serves public interests beyond the adjoining property owners. There is no possibility of further extending Brier Street to the southeast because it currently terminates at the railroad tracks at a location without a crossing. The northwest end of Brier Street terminates at a 75.5 acre parcel owned by GRIDCO, LLC. The northwesterly 170 feet of the Brier Street right-of-way is currently undeveloped, heavily wooded, and crossed by a small stream. In addition to 60 feet of frontage on an undeveloped portion of Brier Street, GRIDCO's acreage has 2,670 feet of frontage along Musser Street, 1,400 feet of frontage along Houser Street, and

390 feet of frontage along Grandview Avenue. Therefore, the vacation of Brier Street did not impact the accessibility or developability of this acreage.

CITY FINANCIAL IMPACT

Conveying the vacated right-of-way to the adjoining property owner will place it on the tax roll.

ATTACHMENTS

1. Resolution Approving Deed to Convey Vacated Brier Street RoW (Area D - Off Grid Spartan CORRECTED)
2. Area D Plat
3. Brier Street RoW Deed (Off Grid Spartan LLC)

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

RESOLUTION NO. 2023-0508

A RESOLUTION CONVEYING VACATED RIGHT-OF-WAY (A PORTION OF BRIER STREET) IN THE CITY OF MUSCATINE, IOWA TO OFF GRID SPARTAN LLC

WHEREAS, the Planning and Zoning Commission of the City of Muscatine has recommended approval of the vacation and conveyance of the Brier Street right of way and a portion of an adjoining alley right of way to the adjoining property owners; and

WHEREAS, due notice of said proposal to vacate and convey said right-of-way and to further convey said vacated right to the adjoining property owners was given as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with said notice, those interested in said proposed vacation and conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council of the City of Muscatine, Iowa, at public hearing held on September 19, 2019; and

WHEREAS, the said right-of-way was vacated by Ordinance, on October 18, 2019; and

WHEREAS, Off Grid Spartan LLC is the owner of the adjoining property for the portion of said vacated right of way identified in the Right of Way Vacation Plat attached hereto as Exhibit A and is described as follows:

THE NORTHEASTERLY HALF OF BRIER STREET ADJACENT TO LOT 1 IN BLOCK 7 OF GEORGE SMALLEY'S ADDITION TO SOUTH MUSCATINE, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA; CONTAINING 4,800 SQUARE FEET OR 0.110 ACRES.

WHEREAS, it the intent of the City to convey said vacated right of way to Off Grid Spartan LLC

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

1. The City of Muscatine, Iowa, will sell and convey its rights, title, and interest in and to the real property described in the copy of the deed attached to this Resolution marked Exhibit B to Off Grid Spartan LCC for $10.00, the receipt of which is hereto acknowledged.
2. The deed will be in the name of the City of Muscatine, Iowa; will be signed by the Mayor and attested by the City Clerk; and will be in substantially the same form as the copy of the deed attached as Exhibit B to this Resolution.
3. Any Resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

PASSED, APPROVED AND ADOPTED this 19th day of October, 2023.

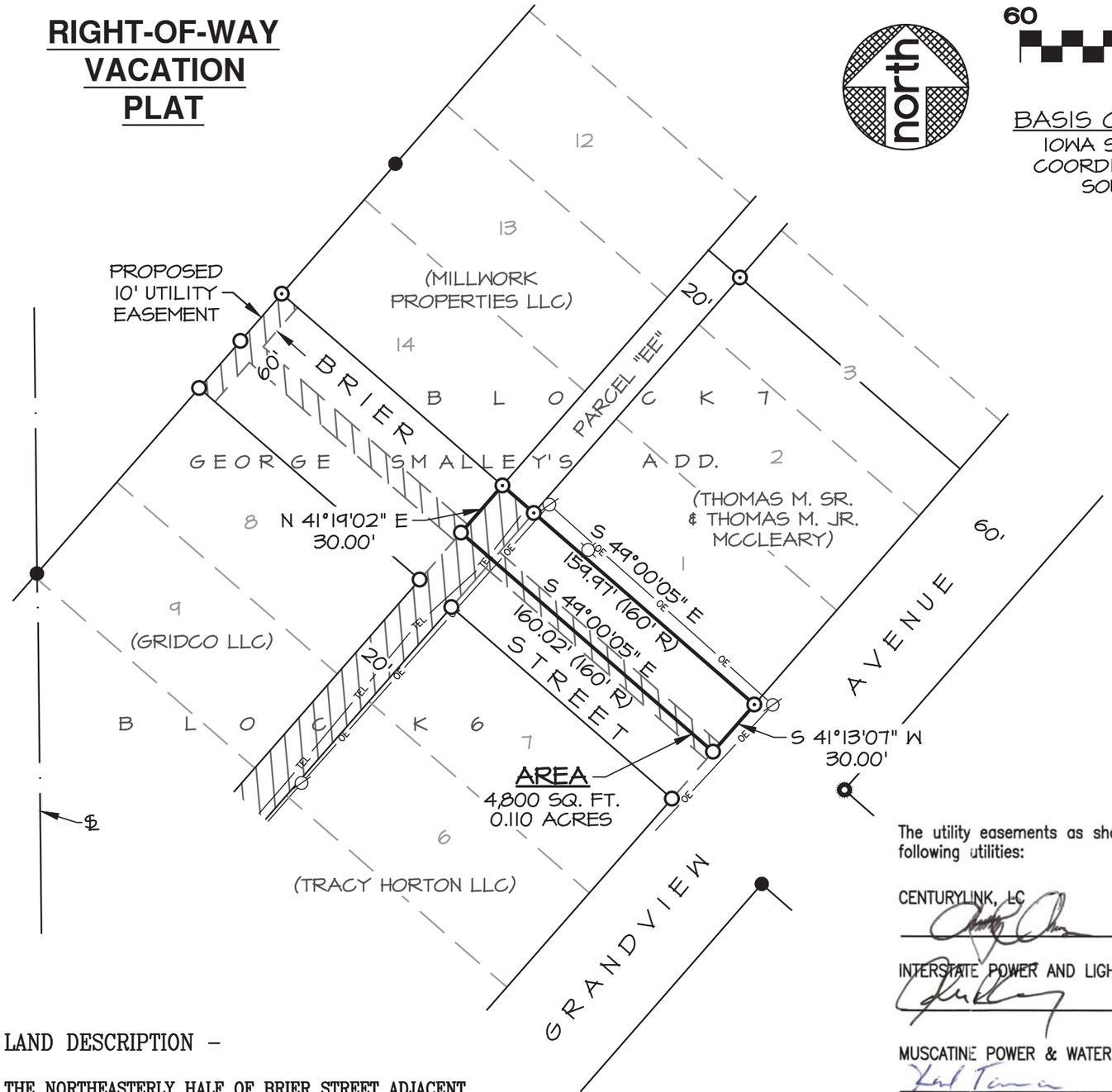
BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA

_____
Dr. Brad Bark, Mayor

Attest:

_____
Carol Webb, City Clerk

RIGHT-OF-WAY VACATION PLAT



BASIS OF BEARINGS
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

LEGEND

○	SET ½" X 36" REBAR W/YELLOW CAP #10316
●	FOUND ½" REBAR
⊙	FOUND ½" REBAR WITH CAP
◉	FOUND 2" PIPE
¤	LIGHT POLE
∅	POWER POLE
—— OE ——	OVERHEAD ELECTRIC
—— TEL ——	UNDERGROUND TELEPHONE
▨ / ▨	PROPOSED UTILITY EASEMENT
(NAME)	PROPERTY OWNERS
(R)	R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

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 Professional Land Surveyor under the laws of the State of Iowa.

Gary W. Whitacre

Gary W. Whitacre

Date 08/23/19 Reg. No. 10316

My license renewal date is December 31, 2019

Pages or sheets covered by this seal: 1

PROFESSIONAL LAND SURVEYOR
GARY W. WHITACRE
10316
IOWA

The utility easements as shown are acceptable to the following utilities:

CENTURYLINK, LC
OSP FAC. ENG 8.1.2019
Title Date

INTERSTATE POWER AND LIGHT, AN ALLIANT ENERGY COMPANY
Field Eng II 7/30/19
Title Date

MUSCATINE POWER & WATER
Manager, T&D 8/2/19
Transmission & Distribution Title Date

WTR MGR 8/5/19
Water Production & Distribution Title Date

Mgr, Comm & IT 8/2/19
Communications Title Date

LAND DESCRIPTION –

THE NORTHEASTERLY HALF OF BRIER STREET ADJACENT TO LOT 1 AND PARCEL "EE" IN BLOCK 7 OF GEORGE SMALLEY'S ADDITION TO SOUTH MUSCATINE, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA; CONTAINING 4,800 SQUARE FEET OR 0.110 ACRES.

SURVEY COMPANY / RETURN TO:
Martin & Whitacre Surveyors & Engineers, Inc.
P.O. BOX 413 MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: GARY W. WHITACRE
PROPRIETOR(S): CITY OF MUSCATINE, IOWA
REQUESTOR: CITY OF MUSCATINE
LOCATION: PART OF BRIER STREET RIGHT OF WAY IN THE CITY OF MUSCATINE, IOWA
SURVEY TYPE: VACATION PLAT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
SUBD.	8225	1"=50'	JRM	GWW	07/19/19	8352.18
REV. 0		8352 MCCLEARY.DWG			SHEET 1 OF 1	

Prepared by: Andrew Fangman, 215 Sycamore Street, Muscatine, IA 52761; 563.262.4141
Return and Tax Statement to: Off Grid Spartan, LLC, Edwardsburg, MI 49112

WARRANTY DEED

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

THE NORTHEASTERLY HALF OF BRIER STREET ADJACENT TO LOT 1 IN BLOCK 7 OF GEORGE SMALLEY'S ADDITION TO SOUTH MUSCATINE, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA; CONTAINING 4,800 SQUARE FEET OR 0.110 ACRES.

Exempt from transfer tax per Iowa Code Section 428A.2(21).

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

IN WITNESS WHEREOF, the City of Muscatine, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Clerk and its seal to be affixed on October 19, 2023.

CITY OF MUSCATINE, IOWA

(CITY SEAL)

By _____
Dr. Brad Bark
Mayor

ATTEST:

_____
Carol Webb
City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss.

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

_____
Notary Public in and for the State of Iowa

City of Muscatine

ITEM NUMBER 2023-0514

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Awarding a Contract for the Downtown Revitalization Project to Cornerstone Commercial Contractors, Inc. in the Amount of $1,320,023.00

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution awarding the contract for the Downtown Revitalization Project (DTR) to Cornerstone Commercial Contractors, Inc. in the amount of $1,320,023.00.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution awarding the contract.

BACKGROUND/DISCUSSION

Staff is requesting the Council adopt a resolution awarding the contract for the Downtown Revitalization Project (DTR) to Cornerstone Commercial Contractors, Inc. in the amount of $1,320,023.00.

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 13 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 include 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. A public hearing was held on the plans, specifications, form of contract and cost estimate at the September 14 meeting of City Council. Following the public hearing, the Council approved all of these documents and the bid was let September 15. A bid opening was held October 11, and three responsive bids were received with Cornerstone Commercial Contractors, Inc. having the lowest bid at $1,320,023. This is $163,000 over the estimated project costs and will be covered with private investment and tax increment financing allocated to the facade program.

CITY FINANCIAL IMPACT

There will be no impact to the general fund. Contract expenses will be paid with grant funds, tax increment allocated to the downtown façade program, and private investement.

ATTACHMENTS

1. Muscatine DTR Bid Tab Sheet_FINAL
2. Resolution Award DTR Contract

BID TABULATION SHEET
MUSCATINE DOWNTOWN FACADE REVITALIZATION
October 11, 2023
11:00 AM

Martin Gardner Architecture, P.C.
700 11th Street
Marion, IA 52302
TEL: 319.377.7604

CONTRACTOR	Bid Bond	Addenda 1 & 2	Unit Price Proposal	Allowance Form	Intent to Comply Section 3	BASE PROPOSAL
Bill Bruce Builders, Inc.	Yes	Yes	Yes	Yes	Yes	$1,525,000.00
Cornerstone Commercial Contractors, Inc.	Yes	Yes	Yes	Yes	Yes	$1,320,023.00
Tricon General Construction, Inc.	Yes	Yes	Yes	Yes	Yes	$1,438,000.00

RESOLUTION NO.

RESOLUTION AWARDING CONTRACT FOR THE 2023 DOWNTOWN REVITALIZATION PROJECT

WHEREAS, the following bid is determined to be the lowest responsible bid for the 2023 Downtown Revitalization (DTR) Project.

NAME & ADDRESS CONTRACTOR	AMOUNT OF BID
Cornerstone Commercial Contractors, Inc. 401 7th St Corning IA, 50841	$1,320,023.00

WHEREAS, the DTR project is awarded to the above-named contractor for $1,320,023.00, and the Mayor and City Clerk are authorized and directed to enter into a written contract with said contractor covering the furnishing of material for, and construction of the improvements, such contract not to be binding until approved by resolution of this Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa that the amount of the contractor's bond is fixed at $66,000.00, which is five percent of the contract price.

PASSED, APPROVED, AND ADOPTED THIS 19th DAY OF October, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____

Dr. Brad Bark, Mayor

ATTEST

_____

Carol Webb, City Administrator

City of Muscatine

ITEM NUMBER 2023-0509

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Stan O'Brien, Building and Grounds Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Enter Into Contract with BMW Builders II as the City General Contractor for Minor City Construction Projects

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with BMW Builders II as the City General Contractor.

STAFF RECOMMENDATION

Staff recommends that City Council approve this request to enter into a contract agreement with BMW Builders II as the City General Contractor. This will be a three-year contract from November 1, 2023 to October 31, 2026, with a possible one-year extension.

BACKGROUND/DISCUSSION

The City received only one bid proposal on Ionwave for the City General Contractor agreement. Multiple companies viewed the bid but only one submitted a proposal. A bid tabulation with a breakdown of the fees has been provided. BMW Builders II was the previous general contractor and is capable of doing city projects.

CITY FINANCIAL IMPACT

The funding for the City General Contractor is taken from various department budgets, depending on what the type of work needed.

ATTACHMENTS

1. Bid Tab October 2023

Event Number	2023-0036	**Organization**	City of Muscatine
Event Title	General Contractor	**Workgroup**	Purchasing
Event Description		**Event Owner**	Connie Mann
Event Type	Request for Quote	**Email**	cmann@muscatineiowa.gov
Issue Date	9/15/2023 10:00:05 AM (CT)	**Phone**	
Close Date	10/5/2023 02:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Bmw Builders II	Muscatine	IA	10/5/2023 01:31:15 PM (CT)	30	$1,286.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Project Manager						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$38.00	$38.00	

2	Project Manager Overtime Rate						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$47.50	$47.50	

3	Project Superintendent						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$36.00	$36.00	

4	Project Superintendent Overtime Rate						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$49.00	$49.00	

5	General Foreman						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$36.00	$36.00	

6	General Foreman Overtime Rate						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$46.00	$46.00	

7	Licensed Plumber						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$54.50	$54.50	

8	Licensed Plumber Overtime Rate						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$83.00	$83.00	

9	Apprentice Plumber						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bmw Builders II	1	HR		$0.00	$0.00	

10	Apprentice Plumber Overtime Rate

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$0.00	$0.00	

11 Licensed Electrician

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$55.00	$55.00	

12 Licensed Electrician Overtime Rate

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$82.00	$82.00	

13 Apprentice Electrician

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$0.00	$0.00	

14 Apprentice Electrician Overtime Rate

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$0.00	$0.00	

15 Carpenter

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$33.00	$33.00	

16 Carpenter Overtime Rate

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$45.00	$45.00	

17 Laborer

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$30.50	$30.50	

18 Laborer Overtime Rate

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$44.50	$44.50	

19 Painter

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$30.00	$30.00	

20	Painter Overtime Rate						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$40.00	$40.00	

21	Iron Worker						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$34.00	$34.00	

22	Iron Worker Overtime Rate						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$40.00	$40.00	

23	Backhoe with operator						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$50.00	$50.00	

24	Backhoe with operator Overtime Rate						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$60.00	$60.00	

25	Dump truck with operator						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$55.00	$55.00	

26	Dump truck with operator Overtime Rate						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$60.00	$60.00	

27	Welder with operator						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$46.00	$46.00	

28	Welder with operator Overtime Rate						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	Bmw Builders II	1	HR		$58.00	$58.00	

29	Loader with operator

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$60.00	$60.00	

30 **Loader with operator Overtime Rate**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Bmw Builders II	1	HR		$73.00	$73.00	

1	

Manufacturer	Manufacturer #

2	

Manufacturer	Manufacturer #

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Manufacturer	Manufacturer #

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Manufacturer	Manufacturer #

Line #	Att #	Attribute Name	Attribute Note	Bmw Builders II
Header	1	Contractor Agreement/Sp	Please download the Cont	I have read, underst
Header	2	Sales Tax Information	Please download the Sale	I have read, underst
Header	3	Right to Defer	Please download the Righ	I have read, underst
Header	4	OSHA Compliance	Please download the OSH	I have read, underst
Header	5	Bid Conformity	Please download the Bid (	I have read, underst

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Bmw Builders II	MATTHEW WOLFE	fritz_bmwii@machlink.com	N/A Apprentice Plumber N/A Apprentice Plumber OvertimeN/A Appre

City of Muscatine

ITEM NUMBER 2023-0510

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Brett Parcher, Golf Course Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve Purchase Order to Midwest Irrigation LLC in the Amount of $34,420.00 for a New Irrigation Control Panel for the Irrigation Pump House at the Golf Course.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve the issuance of a purchase order to MIdwest Irrigation LLC in the amount of $34,420.00 for a new irrigation control panel at the Irrigation Pump House at the Golf Course. Midwest Irrigation LLC was the lowest bid. The control panel was approved in the FY 23/24 budget for $35,000.

STAFF RECOMMENDATION

Staff reccomends approving the purchase of the irrigation control panel for the pump house for $34,420.00

BACKGROUND/DISCUSSION

The current control panel is obsolete and repair parts are no longer available. Over the past year, we have had to repair the system the best we could without the proper parts to make the irrigation control system work the best it could. With the new panel, the irrigation system will again work to full capability without having to worry about pumping issues.

CITY FINANCIAL IMPACT

There is $35,000 budgeted in the FY 23-24 budget for this item.

ATTACHMENTS

1. Watertronics

MEMORANDUM

October 11, 2023

TO: Richard Klimes, Director of Parks and Recreation
FROM: Brett Parcher, Golf Course Supervisor
SUBJECT: Bid Document for Irrigation Control Panel for Golf Course

Bid Documents were sent out on Ion Wave with 1 responding. Here are the results

Company Name	Model	Price
Midwest Irrigation LLC	Watertronics	$34,420

Therefore it is my recommendation we purchase the Watertronics control panel from Midwest Irrigation for $34,420.

City of Muscatine

ITEM NUMBER 2023-0511

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

David Popp, Solid Waste Manager

SUBJECT

Request to Approve a Proposal from SCS Engineers, in the amount of $12,500, for Completion of an Assessment of Corrective Measures Mandated by the Iowa DNR for the Muscatine County Sanitary Landfill.

EXECUTIVE SUMMARY

For Council consideration is a request to approve a proposal from SCS Engineers to provide services to complete an Assessment of Corrective Measures report from the Iowa DNR for the Muscatine County Sanitary Landfill for the amount of $12,500.00.

STAFF RECOMMENDATION

Staff recommends Council approve the proposal from SCS Engineers in the amount of $12,500.00 to provide services to assist with the completion of the Assessment of Corrective Measures Report from the Iowa DNR for the Muscatine County Sanitary Landfill.

BACKGROUND/DISCUSSION

The Muscatine County Sanitary Landfill was issued an Assessment of Corrective Measures order in 2014 that addressed groundwater contamination issues. The City, working with Landfill's Engineer on remediation of the areas in violation, is now in compliance and needs to take the necessary steps to close out the ACM from the Iowa DNR. The last step in meeting compliance was the purchase of 3.2 acres of property to the east of the Landfill.

CITY FINANCIAL IMPACT

There is $50,000.00 in the Landfill Capital Outlay in the current FY for a methane monitoring system. The cost for the system has been approved by Council at $32,750.00. The remaining fund balance of $17,250.00 would be used to fund the SCS proposal.

ATTACHMENTS

1. Proposal - Muscatine GW Corrective Action Requirements

September 27, 2023
File No. 270427223

Dave Popp
Solid Waste Manager
1000 South Houser Street
Muscatine, Iowa 52761

Subject: Proposal to Provide Professional Services
Groundwater Corrective Action Requirements
Muscatine County Sanitary Landfill
Permit No. 70-SDP-02-75P

Dear Dave:

SCS Engineers (SCS) appreciates the opportunity to provide environmental services to the City of Muscatine (Client). The purpose of this scope of services is to assist with the completion of the groundwater corrective action steps required following approval of the Assessment of Corrective Measures report in accordance with Iowa Administrative Code (IAC) 567-113.10 and 113.14, including the following:

- 113.10(7)"d" – Public Meeting
- 113.10(8)"a" – Selection of Remedy
- 113.10(8)"d" – Remedy Schedule
- 113.10(9)"a"(1) – Corrective Action Groundwater Monitoring Program (CAMP)
- 113.14(5)"a" – Financial Assurance for Corrective Action

1 PROJECT UNDERSTANDING

The Assessment of Corrective Measures (ACM) report for the Muscatine County Sanitary Landfill was approved by the Iowa Department of Natural Resources (DNR) in correspondence dated September 21, 2023. The ACM was required due to groundwater protection standard exceedances at numerous groundwater monitoring wells. The ACM report recommended source control via final cover improvements, leachate management systems, and existing passive landfill gas vents coupled with monitored natural attenuation to address the groundwater impact. The next steps in the groundwater corrective action process required by the IAC are described below:

- 113.10(7)"d" – Public Meeting

  As the DNR has approved the ACM report, IAC 567-113.10(7)"d" requires a public meeting to be conducted within 60 days of ACM approval to present the results. Sixty days from approval of the ACM report is November 20, 2023.

  Notice of the public meeting to discuss the results of the ACM is to be provided to local newspapers, owners and occupiers of adjacent properties, the DNR central office, and the DNR field office.

  A copy of the public meeting minutes and a list of community concerns must be placed in the operating record and submitted to the DNR.

- 113.10(8)"a" – Selection of Remedy

  Within 60 days of holding the public meeting, a remedy must be selected and within 14 days of selecting the remedy, a description of the selected remedy must be submitted to the DNR.

- 113.10(8)"d" – Remedy Schedule

  A schedule for initiating and completing remedial activities must be provided to the DNR as part of the selected remedy submittal.

- 113.10(9)"a"(1) – Establish and Implement a Corrective Action Groundwater Monitoring Program (CAMP).

  A CAMP to evaluate the effectiveness of the selected remedy will be developed and submitted with the Selection of Remedy. The CAMP will be implemented upon DNR approval.

- 113.14(5)"a" – Financial Assurance for Corrective Action

  A written estimate of the cost to hire a third party to perform the required corrective action through completion and an accepted financial assurance mechanism is required to be submitted within 30 days of approval of the corrective action plan (approval of the corrective action plan is considered to be submittal of the Selection of Remedy).

2 SCOPE OF SERVICES

Based on the above information, SCS proposes the following scope of services:

1. Public Meeting
   a. Drafting Meeting Notices to be Disseminated by Client
   b. Preparation of Materials
   c. Presentation at Meeting
   d. Preparation and Submittal of Meeting Minutes
2. Selection of Remedy
   a. Preparation of Selection of Remedy Submittal
   b. Development of a Schedule for Initiation and Completion of Remedial Activities
3. Develop a Corrective Action Groundwater Monitoring Program (CAMP)
   a. Development of a CAMP to Evaluate the Effectiveness of the Remedy
4. Financial Assurance for Corrective Action
   a. Development of Third-Party Cost Estimate
   b. Assistance with Securing a Financial Assurance Mechanism

Each task is further described below and on the following pages.

Task 1 – Public Meeting

IAC 567-113.10(7)"d" requires a public meeting to discuss the results of the ACM. SCS staff will perform the following:

- Prepare notices to inform adjacent landowners, DNR representatives, and the public of the public meeting.

- Prepare information to be presented at the public meeting. Information will include the ACM report findings and the recommended remedy. Information may include a PowerPoint presentation, hand-outs, etc.
- Present ACM results in a public meeting.
- Answer attendee questions.
- Prepare meeting minutes, including community concerns, to be placed in the operating record and provided to the DNR.

Please contact SCS with a selected date for the public meeting.

Note:
The Client is responsible for placing a notice announcing the public meeting in a local newspaper(s) and for notifying adjacent property owners and occupiers and the DNR.

Task 2 – Selection of Remedy and Remedy Schedule

In accordance with IAC 567-113.10(8)"a", SCS staff will perform the following:

- The selected remedy will be described, including how the selected remedy will satisfy the requirements listed in 113.10(8)"b", as listed below:
  - (1) Be protective of human health and the environment;
  - (2) Attain the groundwater protection standards specified pursuant to paragraph 113.10(6)"h" or 113.10(6)"i";
  - (3) Control the source(s) of releases to reduce or eliminate, to the maximum extent practicable, further releases of Appendix II constituents into the environment that may pose a threat to human health or the environment; and
  - (4) Comply with standards for the management of wastes as specified in paragraph 113.10(9)"d".
- In accordance with IAC 567-113.10(8)"d", a schedule for initiating and completing remedial activities will be prepared.
- The Selection of Remedy and Remedy Schedule will be submitted within 14 days of the selection of the remedy.

Task 3 – Corrective Action Groundwater Monitoring Program (CAMP)

In accordance with IAC 567-113.10(9)"a"(1), SCS staff will perform the following:

- Develop a CAMP meeting the requirements of an assessment monitoring program under subrule 113.10(9), indicating the effectiveness of the corrective action remedy, and demonstrating compliance with GWPSs pursuant to paragraph 113.10(9)"e".
- The CAMP will include additional monitoring parameters in appropriate monitoring wells to determine the specific natural attenuation processes responsible for impact treatment. If applicable, opportunities to reduce sampling frequencies or remove parameters from the IAC prescribed list will be reviewed and included in the CAMP.
- The CAMP will be implemented during the subsequent semi-annual sampling event following approval of the CAMP by the DNR.

Task 4 – Financial Assurance for Corrective Action

- Within 30 days of DNR approval of the corrective action plan, in accordance with IAC 567-113.14(5), a detailed written estimate will be prepared and certified by a professional engineer for the cost of having a third party complete the required corrective action.
- The estimate must account for the total costs of all activities to the remedy completion date described in Task 2.

Note:
The Client is responsible for obtaining an acceptable financial assurance mechanism among the options listed in IAC 567-113.14(6).

3 PROJECT SCHEDULE

SCS will begin these services after receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed confirmation of notice to proceed. The scope of services will be completed in accordance with the timeframes set forth in the IAC.

4 PROJECT FEE

SCS proposes to provide the services described in Tasks 1 through 4 on a fixed fee basis. The estimated fees are summarized in Table 1 below.

TABLE 1
COMPENSATION TABLE

TASK	FEE
Task 1 – Public Meeting (Preparation, Notices, Meeting, and Minutes)	$8,350
Task 2 – Selection of Remedy and Remedy Schedule	$850
Task 3 – Corrective Action Groundwater Monitoring Program (CAMP)	$1,700
Task 4 – Financial Assurance for Corrective Action	$1,600
TOTAL	$12,500

5 ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to provide professional engineering services associated with Groundwater Corrective Action Requirements for the Landfill. SCS has attached for your review our Terms and Conditions for completing the scope of services. If you agree with the above scope, fees, and terms and conditions, please sign and date the last page of the terms and conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

If you have any questions or comments concerning this proposal, please contact us at the emails or numbers listed below. Thank you for your consideration.

Sincerely,

Nathan Ohrt
Senior Project Professional
SCS Engineers
nohrt@scsengineers.com
(319) 331-9613

Timothy C. Buelow, P.E.
Project Director
SCS Engineers
tbuelow@scsengineers.com
(515) 681-5455

NPO/TCB

SCS ENGINEERS

TERMS AND CONDITIONS
FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES**: SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.

2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.

3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client

4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.

5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

   To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE**: SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.

7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or $50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.

8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.

10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.

11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.

12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

13. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

    Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

15. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

16. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

17. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

18. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

19. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

20. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

21. **GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

22. **ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

PROJECT/PROPOSAL: Groundwater Corrective Action Requirements

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers	**City of Muscatine**
By _____	**By** _____
Signature	**Signature**
Timothy C. Buelow, P.E.	_____
Typed Name	**Typed Name**
Project Director	_____
Title	**Title**
September 27, 2023	_____
Date of Signature	**Date of Signature**

City of Muscatine

ITEM NUMBER 2023-0512

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

David Popp, Solid Waste Manager

SUBJECT

Request to Approve the Issuance of a Purchase Order to Holmes Roofing and Construction in the Amount of $32,275.00 for the Replacement of the Metal Roof at the Transfer Station.

EXECUTIVE SUMMARY

For Council consideration is a request to approve the issuance of a purchase order to Holmes Roofing and Construction in the amount of $32,275.00 for the replacement of the metal roof at the Transfer Station.

STAFF RECOMMENDATION

Staff recommends Council approve the issuance of a purchase order in the amount of $32,275.00 to Holmes Roofing and Construction for the replacement of the steel roof at the Transfer Station.

BACKGROUND/DISCUSSION

The Transfer Station was constructed in 1995 with the roof over the offices and scale house being a standing seam steel roof. The steel roof has rusted through in several areas, allowing water to leak onto the ceilings of the offices and scale room. Underlayment used under the original steel was not correct in the fact that it does not allow condensation to escape, thus trapping moisture and rusting the steel roof. With the replacement of the steel roof, the correct underlayment will be used to allow condensation to escape and keep the steel roof dry on the bottom side. Six contractors were contacted for bids, with Andy's Roofing returning a quote of $32,840.00, Holmes Roofing returning a quote of $32,275.00, and four contractors not returning quotes. These contractors were Wolfe Construction, River Construction, Morrison Lumber and Troy Holliday.

CITY FINANCIAL IMPACT

There is $50,000.00 allocated in capital projects for this work.

ATTACHMENTS

City of Muscatine

ITEM NUMBER 2023-0513

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Request to Approve Purchase of a Temporary Easement for West Hill Sewer Separation Project Phase 6 - 1107 Sycamore Street in the amount of $695.33.

EXECUTIVE SUMMARY

Request to Approve Purchase of a Temporary Easement for West Hill Sewer Separation Project Phase 6 - 1107 Sycamore Street in the amount of $695.33.

STAFF RECOMMENDATION

Staff recommends approval of request.

BACKGROUND/DISCUSSION

As a result of Change Order #1 to this project, an additional easement was required to construct the work.

CITY FINANCIAL IMPACT

Funds are available in the West Hill Sewer Separation Project budget.

ATTACHMENTS

1. 1107 Sycamore Easement

MUSCATINE

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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO.	0835182050	**CITY**	**City of Muscatine**
PROJECT NO.	**17660.60.00**	**PROJECT**	**West Hill Sewer Separation Project Phase 6**

GRANTOR: Jeremy Fowler

PROPERTY ADDRESS: 1107 SYCAMORE ST

THIS AGREEMENT made and entered into this 12th day of October, 2023, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

1. GRANTOR grants to GRANTEE a temporary easement, upon Grantor's real estate, hereinafter referred to as the premises, situated in the City of Muscatine, County of Muscatine, State of Iowa for the purpose of project construction activities and as shown on the project plans for said sewer improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

   All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein. The work includes, but is not limited to, grading and drainage improvements, removal of fence, lights, pavement in ROW, driveway location revisions and realignment, driveway and parking area configuration, surface restoration including paving and landscaping, utility and sewerage work, pavement removal and replacement, and reconfiguration of stairs and sidewalks.

   GRANTOR consents to any change of grade and accepts payment under this agreement for any and all damages arising from a change. The Grantor acknowledges full settlement and payment from Grantee for all claims per the terms of this agreement and discharges Grantee from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.

3. GRANTEE agrees to pay to GRANTOR the Total Lump Sum of $ 695.33 on or before **60 DAYS AFTER GRANTEE APPROVAL**. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.

4. GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

   (none)

5. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of this project.

6. This agreement shall apply to and bind the legal successors in interest of the GRANTOR and GRANTOR agrees to warrant good and sufficient title. Names and addresses of lienholders are:

(none)

7. If this agreement is recorded, in addition to the Total Lump Sum, GRANTEE agrees to pay for the cost of adding title documents required by this transaction to GRANTOR's abstract of title. GRANTOR agrees to obtain court approval of this agreement, if requested by GRANTEE, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. GRANTEE agrees to pay court approval costs and all other costs necessary to transfer the premises to GRANTEE, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

8. GRANTEE agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by sewer construction shall be repaired or relocated at no expense to GRANTOR. Where GRANTEE specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to GRANTOR. GRANTEE shall have the right of entry upon GRANTOR's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. GRANTOR may pasture against said fence at his own risk. GRANTEE will not be liable for fencing private property or maintaining the same to restrain livestock.

9. If GRANTOR holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, GRANTEE will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of GRANTOR.

10. This written agreement constitutes the entire agreement between GRANTEE and GRANTOR and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

11. GRANTOR states and warrants that, to the best of GRANTOR's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except

(none)

12. Other Conditions:

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the GRANTEE, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Jeremy L. Fowler

Signed Jeremy L. Fowler

Name _____

Signed _____

1107 Sycamore
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 12th day of October, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeremy Fowler,

☒ to me personally known, or

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Steven R Dalbey (Sign in Ink)

STEVEN R DALBEY
Commission Number 793210
My Commission Expires
November 17, 2024
NOTARIAL SEAL IOWA

Steven R. Dalbey (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 11/17/2024

(NOTARIAL SEAL)

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER:_____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
_____
_____

GRANTEE'S APPROVAL

_____
Recommended by: (Date)

_____
Approved by: (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 202_____, before me, the undersigned, personally appeared, known to me to be an authorized representative of GRANTEE and who did say that said instrument was signed on behalf of GRANTEE by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of GRANTEE and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

MUSCATINE

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

Public Works

TEMPORARY EASEMENT
OFFER TO PURCHASE
COMPENSATION ESTIMATE

PROJECT: West Hill Sewer Separation Phase 6

PROPERTY ADDRESS: 1107 SYCAMORE ST.

PARCEL ID: 0835182050

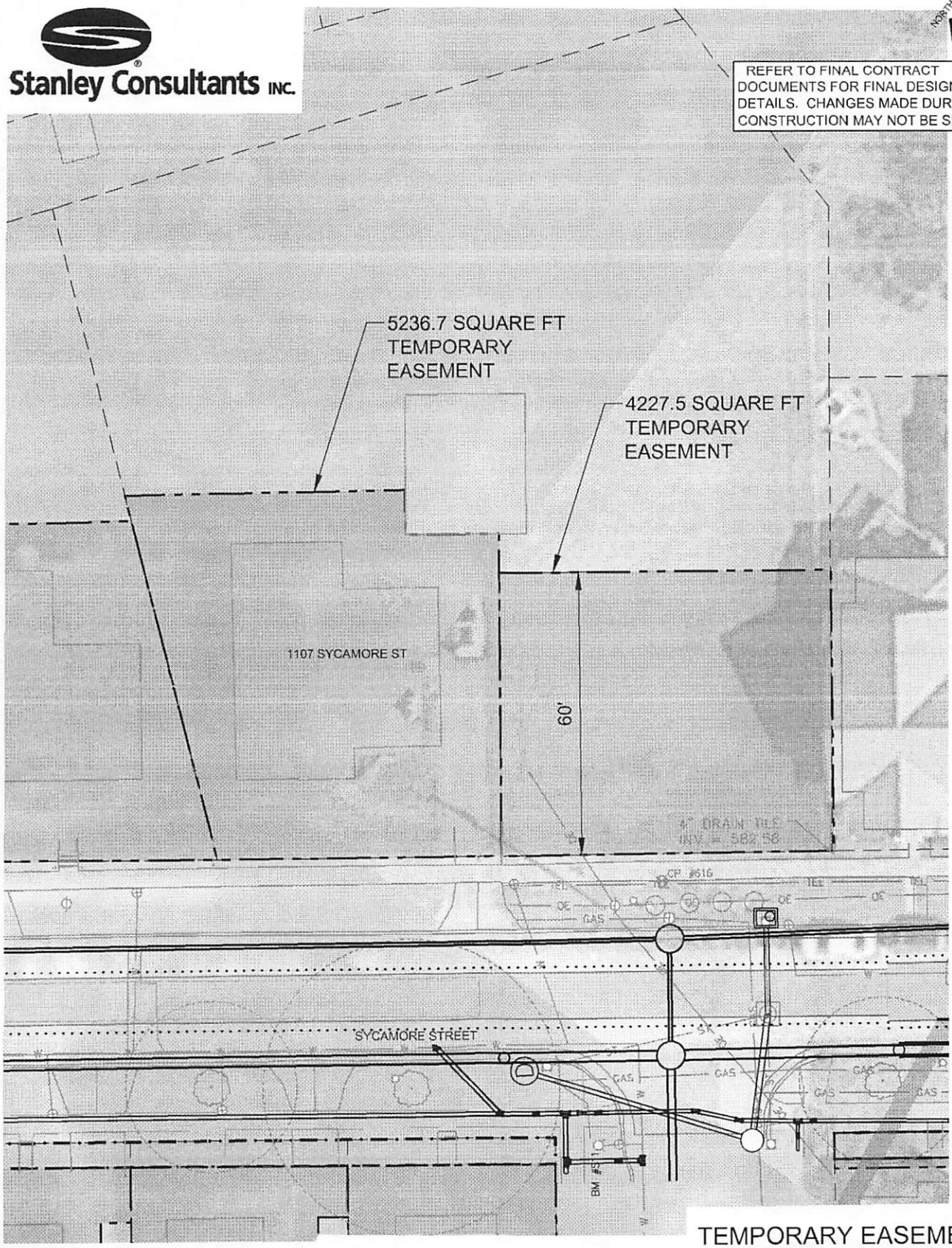
DEED HOLDER:
Jeremy Fowler
1107 SYCAMORE ST.
MUSCATINE, IA 52761

Pursuant to Federal and State regulations, the City of Muscatine presents to you the pamphlet "Highways and Your Land" and submits an offer of $ 695.33 , which represents just compensation for the right of way needed from your property.

By: _____ Date: 10/12/2023
Agent

Stanley Consultants INC.

REFER TO FINAL CONTRACT DOCUMENTS FOR FINAL DESIGN DETAILS. CHANGES MADE DURING CONSTRUCTION MAY NOT BE SHOWN.



LEGEND

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXISTING EASEMENT
- PROPERTY LINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXISTING EASEMENT
- PROPOSED SEWER OR WATER MAIN
- PAPOOSE CREEK SEWER

SCALE = 1" = 30'

TEMPORARY EASEMENT EXHIBIT FOR 1107 SYCAMORE ST

WEST HILL AREA SANITARY & STORM SEWER SEPARATION PHASE 6A & 6B
MUSCATINE, IOWA
09-18-2023

© STANLEY CONSULTANTS

CADD A2-R4

WEST HILL PHASE 6 A/B - Property Valuation Table								
Address	Land Area SF	2022 Assessed Land Value	Land Value/SF	Permanent Easement Area SF	Permanent Easement Valuation @ 25%	Temporary Easement Area SF	Temporary Easement Valuation @ 10%	TOTAL EASEMENT VALUATION
803 Sycamore St.	2000	$ 7,540.00	$ 3.77		$ -	1650.2	$ 622.13	$ 622.13
805 Sycamore St.	12632	$ 9,570.00	$ 0.76		$ -	536.80	$ 406.68	$ 406.68
811 Sycamore St.	6500	$ 16,420.00	$ 2.53		$ -	3851.3	$ 972.90	$ 972.90
813 Sycamore St.	6000	$ 15,910.00	$ 2.65		$ -	3744.7	$ 992.97	$ 992.97
815 Sycamore St.	6500	$ 16,420.00	$ 2.53		$ -	3067.4	$ 774.87	$ 774.87
817 Sycamore St.	7000	$ 16,750.00	$ 2.39		$ -	4051.3	$ 969.42	$ 969.42
901 Sycamore St.	6426	$ 14,490.00	$ 2.25		$ -	3121	$ 703.75	$ 703.75
903 Sycamore St.	5781	$ 13,740.00	$ 2.38		$ -	3146.9	$ 747.94	$ 747.94
905 Sycamore St.	5460	$ 13,790.00	$ 2.53		$ -	2959.4	$ 747.44	$ 747.44
907 Sycamore St.	4998	$ 13,370.00	$ 2.68		$ -	3319.7	$ 888.04	$ 888.04
908 Sycamore St.	7000	$ 16,750.00	$ 2.39		$ -	169	$ 40.44	$ 40.44
909 Sycamore St.	4536	$ 12,800.00	$ 2.82		$ -	3056.7	$ 862.56	$ 862.56
910 Sycamore St.	7000	$ 16,750.00	$ 2.39		$ -	218	$ 52.16	$ 52.16
911 Sycamore St.	4074	$ 12,240.00	$ 3.00		$ -	2989.8	$ 898.26	$ 898.26
913 Sycamore St.	5050	$ 14,910.00	$ 2.95		$ -	3934.5	$ 1,161.65	$ 1,161.65
1000 Sycamore St.	4000	$ 12,730.00	$ 3.18	240	$ 190.95	100	$ 31.83	$ 222.78
1001 Sycamore St.	3000	$ 10,390.00	$ 3.46		$ -	2152.7	$ 745.55	$ 745.55
1003 Sycamore St.	5400	$ 15,240.00	$ 2.82		$ -	538.1	$ 151.86	$ 151.86
1004 Sycamore St.	7000	$ 16,750.00	$ 2.39	251	$ 150.15	99.8	$ 23.88	$ 174.03
1005 Sycamore St.	5000	$ 14,740.00	$ 2.95	757	$ 557.91		$ -	$ 557.91
1007 Sycamore St.	5000	$ 14,740.00	$ 2.95	767	$ 565.28	438.3	$ 129.21	$ 694.49
1008 Sycamore St.	7000	$ 16,750.00	$ 2.39	263	$ 157.33	100	$ 23.93	$ 181.26
1009 Sycamore St.	5000	$ 14,740.00	$ 2.95	209	$ 154.03		$ -	$ 154.03
1014 Sycamore St.	7000	$ 16,750.00	$ 2.39	276	$ 165.11	100.4	$ 24.02	$ 189.13
1016 Sycamore St.	7000	$ 16,750.00	$ 2.39	283	$ 169.29	100.9	$ 24.14	$ 193.44
1020 Sycamore St.	7000	$ 16,750.00	$ 2.39	281	$ 168.10	99.2	$ 23.74	$ 191.84
1024 Sycamore St.	3500	$ 11,730.00	$ 3.35	268	$ 224.55	83	$ 27.82	$ 252.36
1028 Sycamore St.	3500	$ 11,730.00	$ 3.35	277	$ 232.09	99.4	$ 33.31	$ 265.40
1100 Sycamore St.	4708	$ 13,410.00	$ 2.85	248	$ 176.60	3233.7	$ 921.07	$ 1,097.67
1104 Sycamore St.	4922	$ 14,020.00	$ 2.85	254	$ 180.88	3242.8	$ 923.69	$ 1,104.57
1107 Sycamore St.	24149	$ 39,720.00	$ 1.64		$ -	5236.7	$ 861.33	$ 861.33
					$ -	4227.5	$ 695.33	$ 695.33
1108 Sycamore St.	7840	$ 17,070.00	$ 2.18	235	$ 127.92	2542.4	$ 553.56	$ 681.47
1109 Sycamore St.	6855	$ 19,020.00	$ 2.77		$ -	3841.9	$ 1,065.98	$ 1,065.98
1110 Sycamore St.	7430	$ 17,020.00	$ 2.29	261	$ 149.47	2366.7	$ 542.14	$ 691.61
1111 Sycamore St.	6412	$ 16,480.00	$ 2.57		$ -	2510.5	$ 645.24	$ 645.24
1112 Sycamore St.	8000	$ 17,420.00	$ 2.18	254	$ 138.27	4115.1	$ 896.06	$ 1,034.33
1113 Sycamore St.	7576	$ 19,420.00	$ 2.56		$ -	3008.6	$ 771.21	$ 771.21
1114 Sycamore St.	8000	$ 17,420.00	$ 2.18	252	$ 137.18	3454.2	$ 752.15	$ 889.33
1115 Sycamore St.	6111	$ 18,360.00	$ 3.00		$ -	6071.7	$ 1,824.19	$ 1,824.19
1117 Sycamore St.	4440	$ 14,670.00	$ 3.30		$ -	3133.7	$ 1,035.39	$ 1,035.39
1118 Sycamore St.	15523	$ 34,490.00	$ 2.22	685	$ 380.49	3469.2	$ 770.81	$ 1,151.30
1119 Sycamore St.	4320	$ 14,270.00	$ 3.30		$ -	2805.5	$ 926.72	$ 926.72
1120 Sycamore St.	7350	$ 21,860.00	$ 2.97	928	$ 690.00	3004.4	$ 893.55	$ 1,583.56
109 E Fulliam Ave.	6760	$ 14,010.00	$ 2.07		$ -	86.9	$ 18.01	$ 18.01
113 E Fulliam Ave.	7750	$ 14,160.00	$ 1.83	1770	$ 808.49	1291	$ 235.88	$ 1,044.37
117 E Fulliam Ave.	6000	$ 14,520.00	$ 2.42	1943	$ 1,175.52		$ -	$ 1,175.52
121 E Fulliam Ave.	18865	$ 18,040.00	$ 0.96	1713	$ 409.52	2723.2	$ 260.41	$ 669.93
206 E. Fulliam Ave.	3212	$ 8,710.00	$ 2.71		$ -	3142.2	$ 852.07	$ 852.07
210 E Fulliam Ave.	3000	$ 10,800.00	$ 3.60		$ -	3084.1	$ 1,110.28	$ 1,110.28
108 W. Fulliam	9250	$ 18,700.00	$ 2.02		$ -	60.6	$ 12.25	$ 12.25
110 W. Fulliam	22512	$ 11,310.00	$ 0.50		$ -	236.6	$ 11.89	$ 11.89
114 E. Fulliam	2600	$ 7,370.00	$ 2.83		$ -	193.6	$ 54.88	$ 54.88
205 E 10th St.	3400	$ 10,100.00	$ 2.97		$ -	233.3	$ 69.30	$ 69.30
207 E. 10th St.	7751	$ 16,510.00	$ 2.13	1833	$ 976.09	1445.9	$ 307.98	$ 1,284.08
209 E. 10th St.	6705	$ 12,620.00	$ 1.88	1761	$ 828.63	987.8	$ 185.92	$ 1,014.55
215 E 8th St.	3640	$ 10,010.00	$ 2.75		$ -	3675.3	$ 1,010.71	$ 1,010.71
806 Cedar St.	3040	$ 8,140.00	$ 2.68		$ -	3126.8	$ 837.24	$ 837.24
808 Cedar St.	3280	$ 8,580.00	$ 2.62		$ -	2644.6	$ 691.79	$ 691.79
810 Cedar St.	4278	$ 10,750.00	$ 2.51		$ -	2770.3	$ 696.14	$ 696.14
812 Cedar St.	4784	$ 11,390.00	$ 2.38		$ -	3171.4	$ 755.06	$ 755.06
814 Cedar St.	5376	$ 12,140.00	$ 2.26		$ -	2966.4	$ 669.87	$ 669.87
816 Cedar St.	3294	$ 7,130.00	$ 2.16		$ -	1500.3	$ 324.75	$ 324.75
818 Cedar St.	4636	$ 10,030.00	$ 2.16		$ -	2021.9	$ 437.44	$ 437.44
904 Cedar St.	5628	$ 11,440.00	$ 2.03		$ -	3264.1	$ 663.49	$ 663.49
1016 Cedar St.	11743	$ 16,170.00	$ 1.38	1058	$ 364.21	1067	$ 146.92	$ 511.14
1208 Cedar St.	8160	$ 19,900.00	$ 2.44		$ -	7654.1	$ 1,866.62	$ 1,866.62
1300 Cedar St. Tract A				401	$ 129.28			
1300 Cedar St. Tract B	35360	$ 45,600.00	$ 1.29	896	$ 288.87	808.2	$ 104.22	$ 647.14
1300 Cedar St. Tract C				387	$ 124.77			
1408 Cedar St.	15404	$ 22,990.00	$ 1.49	389	$ 145.14	1301.8	$ 194.29	$ 339.43
Unity HC Lot 9	64300	$ 36,100.00	$ 0.56	8318	$ 1,167.50	4176.3	$ 234.47	$ 1,401.97

City of Muscatine

ITEM NUMBER 2023-0515

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Richard Klimes, Parks and Recreation Director
Melissa Baker, Parks Supervisor

SUBJECT

Request to Approve Entering into a Professional Services Agreement with Martin & Whitacre Surveyors & Engineers, Inc. for the amount of $65,950.00 for the Weed Park Lagoon Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to enter into a Professional Services Agreement with Martin & Whitacre Surveyors & Engineers, Inc. for the amount of $69,950.00 for the design, development of construction documents, and bidding and construction administration for the Weed Park Lagoon Project.

STAFF RECOMMENDATION

At this time, City Staff would recommend the City Council approve the request to enter into the Professional Services Agreement with Martin & Whitacre Surveyors & Engineers, Inc.

BACKGROUND/DISCUSSION

Weed Park is a 64 acre Muscatine City Park that was donated to the citizens of Muscatine by Dr. James and Mary Weed in 1899. There are two lagoons located on the north side of the park that are in need of repairs. Design and engineering services are needed to complete the The Weed Park Lagoon Project. The project involves renovating the two lagoons and repairing and or replacing some of the existing site amenities. This may include bank stabilization, observation deck replacement, lagoon dredging, trail development, lighting and bench pods, duck island stabilization, repairing lagoon leaks, walking bridge repair or replacement and addressing the drainage flow into the lagoons. The before-mentioned professional services will identify cost estimates that will identify which of the project components will be able to be addressed with the budgeted $500,000.00.

CITY FINANCIAL IMPACT

In the FY 23/24 budget, $500.000.00 was approved for the Weed Park Lagoon Project. Bids were solicited but only one complete response was received. The Public Works Director, City

Engineer and Parks and Recreation Staff did review the bid and they do recommend accepting the bid.

ATTACHMENTS

1. MW Weed Park Lagoon Revised Proposal 100623
2. Weed Park Exhibit

Martin & Whitacre
Surveyors & Engineers, Inc.

CELEBRATING 40 YEARS

October 6, 2023

Mr. Richard Klimes, Director of Parks and Recreation
City of Muscatine
Parks and Recreation Department
215 Sycamore Street
Muscatine, IA 52761

RE: Proposal for Professional Engineering Services
Weed Park Lagoon Project
Muscatine, IA

Dear Rich:

Thank you for the opportunity to submit a Proposal for professional engineering services for the above described project in Muscatine, IA.

SCOPE OF WORK

City of Muscatine Parks and Recreation Department (CLIENT) desires Martin & Whitacre to provide professional engineering services at historic Weed Park which is a 72 acre park located at 1 Park Drive in Muscatine, Iowa. The project involves the design and surveying required for renovating the two lagoons, bank stabilization, lagoon dredging, duck island stabilization, culvert modifications, and repair of lagoon leaks. Trail development is included as an optional design element in this contract for adding a new trail from the northeast corner of the lagoons to the northwest corner. Drainage improvements will include modifying the existing large culvert to outlet into the west lagoon and removing and abandoning portions of the existing culvert that is on the north side of the lagoons and outlets east of the east lagoon. The entire drainage basin to the lagoons will not be evaluated as part of this contract. Master planning is not included in this contract for the entire site. Future improvements will be designed by others including landscaping, observation deck replacement, bridge replacement, drainage improvements to the west and south, optional trail improvements, etc. Dredging design shall be included in the plans assuming a performance specification describing the work required to dredge to set elevations at the bottom of both lagoons. At the recent meeting, it was discussed the west the lagoon would be done without dewatering using hydraulic dredging into the east pond which would then be mechanically dredged and disposed of off either with or without dewatering which needs to be finalized during the design engineering. Lighting and electrical improvements are by others. Landscape design is by others. The existing east bridge/outflow structure is not included in this project. Surfacing will be hard surfacing either concrete or asphalt for all improvements. The scope of services for this contract will consist of bathymetric surveying of the lagoons, topographic surveying of the project limits, and boundary surveying for the east boundary of the park in the area of the project. Geotechnical engineering is not included in the project for soil borings with geotechnical report. It is assumed that ADA ramp design will not be required for this project. Engineering services will include preliminary design services, final design for bidding purposes, permitting and plan review, bidding services, and construction administration as

1508 Bidwell Road, Muscatine, Iowa 52761
Phone: 563/263-7691
e-mail: info@martin-whitacre.com
web site: http://www.martin-whitacre.com

described in more detail below. Design shall be done in accordance with the City of Muscatine and/or SUDAS standard specifications. Martin & Whitacre will provide professional engineering services as discussed below.

I. PRELIMINARY DESIGN SERVICES:

- Provide a topographic survey of the approximately 8.9 acre project area described above (see attached) to get existing conditions of the property including the project area and the box culvert in the area of the lagoons. A high definition drone image will be used as a background for the engineering plans.
- Bathymetric surveying shall be done in the area of the two lagoons to determine the depth of the water and a probe rod shall be used in various areas of the pond to determine depth of sediment for dredging purposes.
- Boundary survey services will be performed to determine the east property line in the area of the project.
- Coordinate with the City and Iowa One Call to locate known utilities or public facilities on or within 25 feet of the project area that may affect the project. Private utility locates are not included in these services and if requested will be additional services.
- Draft existing conditions such as contours, pavement, storm sewer, utilities, etc.
- Platting is assumed to not be required for this project.
- Establish design criteria and extent of project with the assistance of the CLIENT.
- Coordinate with City regarding requirements.
- Meet with CLIENT and his representatives once.
- Prepare concept plan and submit to the City for comment and approval.
- Preliminary engineering based on approved concept plan for bank stabilization, lagoon dredging, duck island stabilization, lagoon leak repairs, and drainage improvements.

II. COMPLETE DESIGN PLANS AND SPECIFICATIONS:

- Design of improvements described above including bank stabilization, lagoon dredging, duck island stabilization, lagoon leak repairs, and drainage improvements.
- Prepare civil demolition plan, site plan, utility plan, dredging plan, grading/pavement plans, plan and profiles, and details.
- Prepare structural plans including improvements for lagoon leak repair/box culvert modifications.
- Prepare a 100% plan set and front end documents and specifications for submittal to City for approval.
- Prepare cost opinion for proposed improvements.

III. PERMITTING AND PLAN REVIEW:

- Attend City site plan review meeting to discuss project. Address City comments to civil and structural. Landscaping design by others.
- Prepare IDNR NPDES permit and submit to IDNR for approval.
- Prepare USACE permit for dredging and releasing water for approval.

IV. BID PHASE ADMINISTRATION:

- Attend pre-bid meeting.
- Coordinating bidding documents with issuing office.
- Provide support to potential bidders regarding the project.
- Assist in advertising the project at required sites.
- Issue addenda as needed.
- Bid summary development.

- Create award letter of recommendation.

V. CONSTRUCTION ADMINISTRATION PHASE:

- Attendance at preconstruction meeting.
- Review of shop drawings, submittals, and requests for information.
- Respond to general contractor questions.
- Attend project meetings as requested for additional services.
- Perform site visits as requested for additional services. Site visits are not included in this contract.
- Perform punch list walk through.
- Perform contractor pay request administration and coordinate project closeout.

VI. TRAIL DESIGN (OPTIONAL):

- Design of improvements described above including trail improvements.
- Prepare site plan, grading/pavement plans, plan and profiles, cross-sections, and details.
- Prepare a 100% plan set and front end documents and specifications for submittal to City for approval.
- Prepare cost opinion for proposed improvements.

RESPONSIBILITIES OF CLIENT

The CLIENT shall:

- Provide full information regarding its requirements for the Project.
- Designate an authorized representative to act on its behalf with respect to the Project.
- Provide direction as necessary with regards to the layout and configuration of the proposed improvements.
- Be responsible for all fees for soil borings, soil analysis, permits, City applications, publications, and City filings.

COMPENSATION

We propose to provide the services described above on a time and materials not to exceed basis.

The Engineering Fee for services performed in 2023 and 2024 for the above basic services will be as follows:

1.	Preliminary Design Services:	Time and Materials:	$ 27,745.00 (estimate)
2.	Complete Design Plans and Specs:	Time and Materials:	$ 25,500.00 (estimate)
3.	Permitting and Plan Review:	Time and Materials:	$ 2,280.00 (estimate)
4.	Bid Phase Administration:	Time and Materials:	$ 2,170.00 (estimate)
5.	Construction Administration Phase:	Time and Materials:	$ 2,280.00 (estimate)
		Total:	**$ 59,975.00 (Not to Exceed)**
6.	Trail Design (Optional):	Time and Materials:	$ 5,975.00 (estimate)
		Total:	**$ 5,975.00 (Not to Exceed)**

ADDITIONAL SERVICES

Martin & Whitacre can include the following as additional services. Additional services will be performed on a time and material basis using Martin & Whitacre's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Platting, easements, and land acquisition services.
2. Drainage study including culvert sizing, detention, channel protection, and water quality design.
3. Mechanical engineering.
4. Electrical engineering including site lighting.
5. Traffic study.
6. Value engineering after plans are approved.
7. Landscaping design
8. Structural engineering for observation deck and bridge.
9. Geotechnical engineering including soil borings.
10. Construction services such as observation (site visits), materials testing, and layout. Construction services included in contract are for civil work only and not structural which will be considered additional services.
11. Surveying, platting, and engineering services outside of the scope described above.

GENERAL

This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC.

Michael W. Janecek

Michael W. Janecek, P.E.
Vice President / Sr. Civil Engineer
mjanecek@martin-whitacre.com

Martin & Whitacre Surveyors & Engineers, Inc.

CELEBRATING 40 YEARS

CONTRACT AGREEMENT

TO ENGAGE THE SERVICES OF MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC. AS A CONSULTANT, ENGINEER, SURVEYOR, AND/OR ADVISOR.

This Contract, entered into on the ___day of _____, 20___, between City of Muscatine, hereinafter called "Client" and Martin & Whitacre Surveyors & Engineers, Inc., hereinafter "MW" is as follows:

The Client and MW, for mutual consideration hereinafter set forth, agree as follows:

A. MW agrees to perform certain services for the Client as follows:
See proposal letter dated 10-6-23. Fee below is time and materials not to exceed. Trail design is optional for an additional $5,975 (not to exceed).

Project Location: Muscatine, Iowa
Estimated completion date of services: Fall/Winter 2024

B. Client agrees to pay MW as compensation for these services as follows:
[☑] Time and Materials $ 59,975.00 (estimate)
[☐] Lump Sum of $ 5,975.00
[☐] Other:

Invoices to be submitted:
[☑] Monthly
[☑] Upon Completion of Services
[☐] Other

Terms of Payment:
Net due 30 days

Invoices will be submitted to:
Client's name and address: Mr. Richard Klimes, Director of Parks and Recreation
City of Muscatine, Parks and Recreation Department
215 Sycamore Street
Muscatine, IA 52761

Email: rklimes@muscatineiowa.gov Phone No. 563-263-0241
Fax No.

C. Conditions: The Standard Provisions set forth upon the reverse side thereof are hereby incorporated into and made a part of this Contract.

D. Services will be scheduled upon receipt of this signed "Contract". By signing below, each of the parties affirm that they have read and understand the terms and conditions of this Contract as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

ACCEPTED
By:
Printed Name:
Date:

MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC.
By: Michael W. Janecek
Title: VP / Sr. Civil Engineer
Date: 10/06/2023
Subject to acceptance within 30 days

Standard Terms and Conditions: These standard terms and conditions are incorporated by reference into and made a part of the proposal and agreements between Martin & Whitacre, Surveyors & Engineers, Inc. and the Client. In the event of a conflict between these standard terms and conditions and any proposal or agreement, these standard terms and conditions shall govern.

Parties: "Client" shall be the party identified as such in the proposal or agreement, or, if none is defined, shall be the party to whom the proposal or agreement is addressed. "MW" shall mean Martin & Whitacre, Surveyors & Engineers, Inc.

Client and Project Information: Client shall provide accurate information regarding the Project, as applicable and as is available, including surveys, as-built drawings, all known site conditions, restrictions, permit requirements, easements and legal requirements applicable to the property. MW shall be entitled to rely on the accuracy and completeness of all information and services provided by Client.

Scope of Services: MW's scope of services shall include only those services identified in the proposal or agreement. The duties, responsibilities and limitations of authority of MW shall not be restricted, modified or extended without a signed, written agreement between Client and MW. Neither Client nor MW shall make changes to the other's instruments of service.

Standard of Care: Services provided by MW under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: Services requested, authorized or confirmed in writing, or initiated by Client, including any services not expressly included in the proposal or agreement shall constitute Additional Services. If no agreement is reached in advance, time spent by MW providing said services shall be billed at the rates set forth in the current MW Hourly Rate Schedule.

Compensation: Services provided by MW on a time and material basis shall be performed in accordance with the MW's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Billing/Payment: Client agrees to pay MW for all services performed and all costs incurred. Invoices for MW's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify MW of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with MW's services. Payment of invoices is in no case subject to unilateral discounting, back- charges, or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, MW may institute collection action and Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: MW and Client shall, to the fullest extent permitted by law, indemnify and hold harmless each other and their respective officers, directors, employees, agents and consultants from and against damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of this Agreement, excepting only those damages, liabilities or costs attributable to negligence or willful misconduct.

Certification, Guarantees and Warranties: MW shall not be required to execute any document that would result in MW certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by MW as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between Client and MW arising out of the services to be provided by MW or out of this Agreement shall be submitted to non-binding mediation. Client and MW agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Iowa will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: MW shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor MW shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of Client's or MW's employees, agents, or consultants.

Construction Observation: When MW does not provide construction observation services, it is agreed that the professional services of MW do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, Client assumes the role of the engineer and will hold harmless MW for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "MARTIN & WHITACRE, SURVEYORS & ENGINEERS" as the Engineer. Articles for publication regarding this project shall acknowledge MARTIN & WHITACRE SURVEYORS & ENGINEERS as the civil engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing MW designed systems shall be submitted to MW for review prior to being approved by contract holder. MW will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to MW at the discretion of the Contractor, Client, or the Owner without prior agreement and approval of MW. MW shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications and other work product of MW developed for this Project are instruments of service for this Project only. Reuse of any instruments of service of MW by Client, or others acting for Client, for extensions of the Project or for any other use without the written permission of MW shall be at Client's risk. Client agrees to defend, indemnify and hold harmless MW for all claims, damages and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse.

Electronic Files: Client hereby grants permission for MW to use electronic background information produced by Client in the completion of the project. Client also grants permission to MW to release MW's documents (including Client's backgrounds) electronically to Clients, Contractors, and Vendors as required in the execution of the project. Before release, MW will require an executed waiver of liability for the use of any electronic documents.

Electronically Transmitted Data: Data, design information, specifications, CAD files or other information transmitted electronically are provided for Client's convenience and are "as-is" without warranty of media, content or compatibility with Client's systems. Client acknowledges and accepts the risk and responsibility for damages to Client's hardware or software related to the use or transfer of MW's electronic data. Client understands that MW cannot be responsible for unauthorized changes in electronic data and that differences may exist between electronically delivered or transmitted data and the paper hard copy of instruments of service. In the event of any conflict between MW's electronically delivered or transmitted data and paper hard copies of MW's instruments of service, the paper hard copies shall govern.

Employment: For the duration of this contract plus six (6) months from final payment received, neither MW nor Client will offer employment to any person who is or was employed by the other during the course of this contract.

Termination: Client or MW may, after giving seven (7) days written notice, terminate this agreement and MW shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Limitation of Liability: It is agreed that MW's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or $10,000, whichever is greater.

Contract Exhibit: If attached to another contract or agreement, that agreement shall take precedence over all clauses listed in these Terms and Conditions. If that is silent on or does not include a clause, this document shall take precedence.

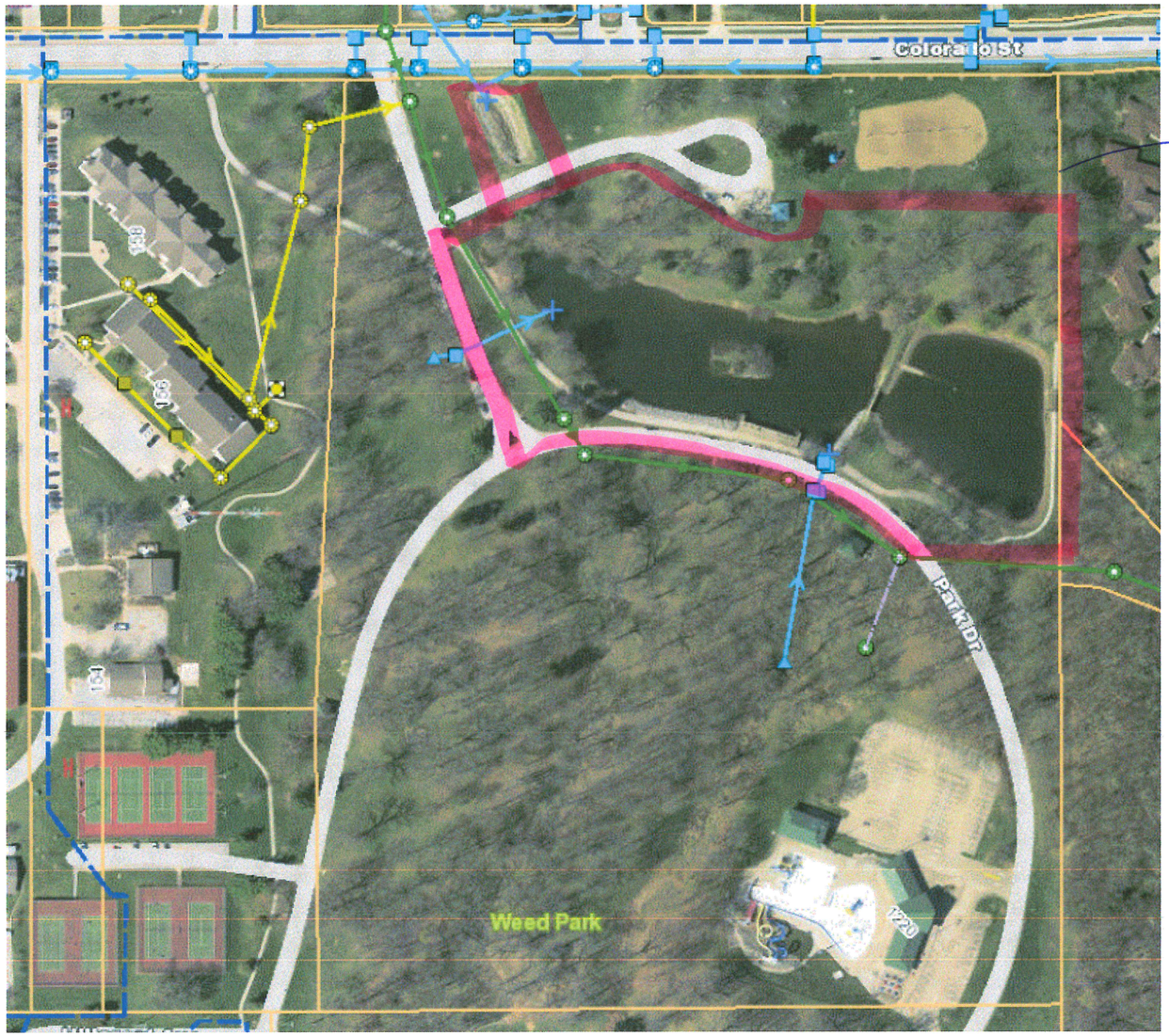
Risk Allocation: MW's liability to Client for injury or damage to persons or property arising out of work performed for Client and for which liability may be found to rest upon MW, other than for professional errors, omissions or negligence, will be limited to MW's general liability insurance coverage.

Hazardous Environmental Conditions: Unless expressly stated in writing, MW does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform MW of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, MW will notify Client and, as appropriate, government officials of such conditions. MW may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. MW shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. MW shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the limits of the Project. Client agrees to waive any claim against MW and to defend, indemnify and hold MW harmless for any claim or liability for injury or loss arising from MW or other persons encountering utilities or other manmade objects that were not brought to MW's attention or which were not properly located on the plans furnished to MW. Client further agrees to compensate MW for any and all time, costs and expenses incurred by MW in defense of any such claim, in accordance with MW's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. MW will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by MW for future resolution. If you choose resolution, MW will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or MW shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, MW promptly shall notify Client. Once the Force Majeure event ceases, MW shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.



Boundary of this line only

Topo & Bathymetric
& utilities (storm mostly)

City of Muscatine

ITEM NUMBER 2023-0516

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Accept Paul Bruhn Grant to Support the Preservation and Rehabilitation of the Downtown Historic District.

EXECUTIVE SUMMARY

Presented for Council's consideration is a request to accept a $747,148 Paul Bruhn Historic Preservation Fund Grant from the U.S. Department of Interior to support the preservation and rehabilitation of up to 13 eligible properties in the downtown historic district.

STAFF RECOMMENDATION

Staff recommends Council accept the grant.

BACKGROUND/DISCUSSION

Utilizing the Community Grant Writer, an application was submitted to the Department of Interior for funding under the Paul Bruhn Historic Preservation Fund. The objective of the fund is to rehabilitate, protect and foster economic development of rural communities through the preservation and rehabilitation of historic properties that have significance at the national or state level. The City is eligible as a Certified Local Government, and funds must be used for activities that preserve historic sites.

The total project budget is $858,388 to address the preservation needs of up to 11 historic, downtown properties. The grant will provide $747,148 to support rehabilitation work, including architecture, engineering and construction. The local share, $111,240, includes the in-kind value of staff time to administer and implement the program as well as private resources and funding available through the existing facade program.

CITY FINANCIAL IMPACT

There is no impact to the general fund for accepting the grant. All local resources are in-kind, available through the local facade program, or private investment required of property owners.

ATTACHMENTS

1. PBHRG_22_IA_Muscatine_GA_2023_0902
2. PBHRG_22_IA_Muscatine_Addenda_DRAFT_2023_0814

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
09/02/2023

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.904 - Historic Preservation Fund Grants-In-Aid

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P23AP01973-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN P23AP01973

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 09/01/2023 **Through** *MM/DD/YYYY* 08/31/2026

7. BUDGET PERIOD *MM/DD/YYYY*
From 09/01/2023 **Through** *MM/DD/YYYY* 08/31/2026

AUTHORIZATION (Legislation/Regulations)

54 USC §302904 Direct grants for the preservation of properties included on National Register

8. TITLE OF PROJECT (OR PROGRAM)
2022 HPF BRUHN City of Muscatine Muscatine Downtown Historic Revitalization Project

9a. GRANTEE NAME AND ADDRESS
MUSCATINE, CITY OF
215 Sycamore St
Muscatine, IA, 52761-3839

9b. GRANTEE PROJECT DIRECTOR
Jodi Royal-Goodwin
215 Sycamore St
Muscatine, IA, 52761-3839
Phone: 563-264-1554

10a. GRANTEE AUTHORIZING OFFICIAL
Jodi Royal-Goodwin
215 Sycamore St
Muscatine, IA, 52761-3839
Phone: 563-264-1554

10b. FEDERAL PROJECT OFFICER
Mr. Cory Kegerise
1849 C St NW
Washington, DC, 20240-0001
Phone: 2025974189

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		—
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	23,483.00
b. Fringe Benefits	$	5,178.00
c. Total Personnel Costs	$	28,661.00
d. Equipment	$	0.00
e. Supplies	$	0.00
f. Travel	$	0.00
g. Construction	$	0.00
h. Other	$	723,777.00
i. Contractual	$	105,950.00
j. TOTAL DIRECT COSTS	$	858,388.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	858,388.00
m. Federal Share	$	747,148.00
n. Non-Federal Share	$	111,240.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	747,148.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	747,148.00
13. Total Federal Funds Awarded to Date for Project Period	$	747,148.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)
2022 HPF BRUHN City of Muscatine Muscatine Downtown Historic Revitalization Project

GRANTS MANAGEMENT OFFICIAL:
Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

17. VENDOR CODE 0071436042 **18a. UEI** UREHLGZMPJD5 **18b. DUNS** 144509663 **19. CONG. DIST.** 01

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051040869-00010	$747,148.00	09/01/2023	08/31/2026	5140	FY234 HPF PB IA Muscatine Downtown Histo

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	08/31/2026	Final	12/29/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	08/31/2026	Final	12/29/2026

REMARKS

1. Grant Agreement
   between
   the United States Department of the Interior
   National Park Service
   and
   the Above-Named Recipient

Articles

1. **Legal Authority**

   NPS enters into this Agreement pursuant to:

   1. 54 USC §302904 - Direct grants for the preservation of properties included on National Register
   2. Consolidated Appropriations Act of 2022, enacted as Public Law 117-103
   3. 54 USC §3001 *et seq*. - National Historic Preservation Act

2. **Performance Goals and Project Objectives**

   The objective of the Paul Bruhn Historic Revitalization grant program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a competitive subgrant program. This program will fund preservation projects for historic sites to include architectural/engineering services and physical preservation.

3. **Public Purpose**

   This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

4. **Statement of Work**

   The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual,as applicable to Tribes.

   The Statement of Work is further defined in an addendum at the end of this Notice of Award.

5. **Responsibilities of the Parties**

   1. The Recipient agrees to:
      1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
      2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
      3. Notify NPS of all selected subawards/subgrants. Recipients that issue subawards/subgrants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring subgrant/subaward compliance with the requirements of 2 CFR 200. The recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants. Subrecipients should understand they are subject to the requirements of 2 CFR 200.1 “Subaward”; 200.101 Applicability; 200.331 Requirements for pass-through entities.
      4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317, as applicable. This documentation must be submitted upon request to NPS.
   2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. **Cost-Share Requirement**

   Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

7. **Pre-Award Incurrence of Costs**

   The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

8. **Award and Payment**

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

2. Recipient shall request payment as applicable in accordance with the following:
    1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

    2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

    3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

    4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

    5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

    6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

5. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. **Reports and/or Outputs/Outcomes**

1. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.

2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

10. **Award Specific Terms & Conditions**

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

11. **Standard Terms and Conditions**

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPEINT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:

ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.

iii. Reached its final disposition during the most recent five-year period; andiv. Is one of the following:

a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or

b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more; or

c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages in excess of $100,000; or

d) Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described the award term and conditions.

2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

i. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

i. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

i. For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights. The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title. The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each

subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take

within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's

Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the

related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently $250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in,

incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.
1. Type of waiver requested (non-availability, unreasonable cost, or public interest).

2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.

3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)

5. Financial assistance title of project (reference block 8 on DOI Notice of Award).

6. Federal Award Identification Number (FAIN).

7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at Approved Buy America Requests | U.S. Department of the Interior (doi.gov); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities;

broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous

Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

3. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);

2. Administrative costs necessary to complete and administer the grant requirements;

3. Rehabilitation of properties;
    1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
    2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
    3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
    4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement

4. Cost for producing a nomination to the National Register of Historic Places (if applicable);

5. Cost for administering an easement/covenant for the property;

6. Cost for any required audits or financial requests;

7. Cost for the production of project signs:

8. Costs for public notice of grant opportunities;

9. Costs associated with required training or reporting; and/

10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application <u>is not</u> approval

of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000.

5. Consultants & Contractors

   Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/.

6. Requirement for Project Sign & Public Notification

   As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

   HPF funded physical preservation projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. A signage/notification template must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

   "[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

   Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

   Photo documentation of the installed sign/notification for all physical preservation projects must be uploaded to HPFOnline.

7. Publicity & Press Releases

   Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the

Historic Preservation Fund (HPF) administered by the National Park Service.

8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline

documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.

2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives $300,000 in HPF funding, an amendment to add 15 years would be required.

3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
$1-$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
$50,001 - $250,000	10-year minimum preservation covenant/easement
$250,001 - $500,000	15-year minimum preservation covenant/easement
$500,001- $750,000	20-year minimum preservation covenant/easement
$750,001+	25-year minimum preservation covenant/easement

11. **National Register of Historic Places/Tribal Register Listing Requirement**

The Historic Preservation Fund requires that sites are only eligible for physical preservation funding if the resource is listed in the National Register of Historic Places (NRHP) or applicable Tribal Register. If the resource is not listed in the NRHP or applicable Tribal Register, it must be listed by the end of this grant award's Period of Performance or else applicable costs may be subject to disallowance by the National Park Service (NPS). The nomination process must include NPS review of a draft nomination prior to

submittal to the State or Tribal review board.

12. NPS Review of Planning/Design Documents for National Historic Landmarks

    The grantee must submit the following:

    1. a site plan that has the north direction clearly marked;
    2. a city/county map with the site of the property clearly labeled;
    3. set of plans and specifications for the project;
    4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
    5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
    6. for NHL Districts include overall views of the district from the project area; and
    7. any additional information that will better enable a technical review of the project to be completed.

    The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

    Plans & specifications for the project must be marked on the cover with this statement:

    The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

13. Compliance with Section 106

    Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

14. Compliance with Section 110

    Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees

must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

15. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant–supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

16. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

17. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

18. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

19. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications

will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained with in the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;

2. Description of eligible activities for which funding is to be provided;

3. The total amount available, or expected to be available for subgrants;

4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;

5. The deadline for submitting the completed application;

6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;

7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;

8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;

9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;

10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;

2. Be able to comply with the proposed or required completion schedule for the project;

3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;

4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;

2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;

3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);

4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;

5. Verification of submission of any subgrants over $30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);

6. Review of final executed preservation easement/covenant;

7. Additional requirements as determined for the grantee based on risk or program requirements.

22. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

23. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

24. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

25. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

26. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

AWARD ATTACHMENTS

MUSCATINE, CITY OF P23AP01973-00

1. Environmental Screening
2. Digital Product Submission Guidelines
3. addenda

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans) **Substantive event materials** (including programs, proceedings, handouts, photographs) **Professionally produced content** (including books, documentaries, oral histories, presentations and PSAs) **Interpretive products** (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans) **Online content** (including websites, story maps, and other web-based projects)	**Digital copies saved on CD/DVD-Rs or flash drives** (unless arrangements have been made with your grant administrator) **Confidential/restricted reports that cannot be viewed by the general public** (including archeological reports, architectural reports on federal buildings or restricted sites) **Other documentation not intended for the general public** (including survey forms, financial records, correspondence) **Ephemeral products unlikely to be of future value to the general public** (including flyers, postcards, invitations, meeting minutes)

Revised 02/16/2021

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

  "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention: **[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
  Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office
  SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
  SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	*AACR*
Hurricanes Florence & Michael and Typhoon Yutu Recovery	*FYM*
Hurricanes Harvey, Irma, & Maria Recovery	*HIM*
Historically Black Colleges & Universities	*HBCU*
Historic Preservation Fund	*HPF*
Paul Bruhn Historic Revitalization Grants	*PBHRG*
Save America's Treasures	*SAT*
Semiquincentennial	*SEMI*
State Historic Preservation Office	*SHPO*
Tribal Heritage Grants	*THG*
Tribal Historic Preservation Office	*THPO*
Underrepresented Communities	*URC*

Required file formats and resolution standards:

- *Reports and publications:* PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
    - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the STLPG website.
    - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the NPS Documenting Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:

  Grant Number
  Subgrant Number (if applicable)
  Title of Product
  Filename
  Product Creator(s) (give full names and their roles include up to 5 names or organizations)
  Date Completed
  Extent (number of pages, photographs, or length of audio/video files; use when applicable)
  Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
  [Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx
  Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
    a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
    a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

Addenda
to
Grant Agreement
P23AP01973

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
Personnel				$ 23,483.00	$ 23,483.00
Fringe Benefits				$ 5,178.00	$ 5,178.00
Travel					$ -
Supplies					$ -
Equipment					$ -
Contractual		$ 95,950.00		$ 10,000.00	$ 105,950.00
Construction					$ -
Other		$ 651,198.00		$ 72,579.00	$ 723,777.00
Indirect Costs					$ -
Total	$ -	$ 747,148.00	$ -	$ 111,240.00	$ 858,388.00

2. Addendum to Article IV - Statement of Work

The Statement of Work is further defined to include:

The Statement of Work to be performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, includes:

A. The Paul Bruhn Historic Revitalization Subgrant Program will provide subgrants for preservation activities on properties listed in or eligible for the National Register of Historic Places in Muscatine, Iowa that are selected through a competitive process. All associated work must adhere to the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation.*

B. Additionally, this funding may be used to:
   1. Offer preservation technical assistance to local government officials and to owners of properties listed or eligible for listing in the National Register of Historic Places; and,
   2. Develop any architectural/engineering plans and specifications, however, costs for this activity **must not exceed 20% of the total project cost.**
   3. Support costs necessary to manage the subgrant program.
   4. Support administrative costs necessary to complete and administer the grant. Note that federal administrative costs **cannot exceed 25% of the total project cost**.

C. For properties determined eligible for listing in the National Register of Historic Places: Prepare and submit nomination or amendment to the National Register of Historic Places. Draft documentation must be submitted to NPS Grant Manager as described in the deliverables below. Final National Register nominations must be submitted to the appropriate State Historic Preservation Office.

D. NPS review and approval of all work undertaken on subgrant projects during the period of performance, including activities funded by non-Federal sources, is required prior to commencement of said work. This include the design, materials, and methods to be utilized.

3. Addendum to Article IX – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

A. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:

1. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)
2. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
3. Draft subgrant program guidelines, application forms, promotional materials, and subgrant agreements to be provided to NPS for review and comment prior to distribution.
4. Lit of proposed subgrants for NPS review and comment prior to public announcement.
5. Selected consultant qualifications (prior to signing contract)
6. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)
   https://www.nps.gov/preservation-grants/civil-rights/NEPA-Environmental-Screening-Worksheet_Project_Grants.docx
   One worksheet is to be submitted for each subgrant project
7. Proposed architectural and engineering plans and/or specifications for each subgrant project
8. Draft project sign (see Requirement for Project Sign & Public Notification)
9. Draft preservation easement/covenant (see Easement/Covenant Requirement)

10. Draft National Register nomination or amendment at 50% completion, if applicable

B. The Final Report must be submitted digitally and include:

1. Complete and attach the SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable
2. Final project deliverables:
    a. SF-425 Federal Financial Report
    b. Final Report Worksheet
    c. Before and after images of each project
    d. Copy of the executed covenant or easement for each subject property
    e. Photo of the installed required project sign at each subject property
    f. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable
    g. Final National Register nomination or amendment submitted to the SHPO, if applicable

Addenda
to
Grant Agreement
P23APXXXXX

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   1. Offer preservation technical assistance to local government officials and to owners of properties listed or eligible for listing in the National Register of Historic Places; and,
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    g. Final National Register nomination or amendment submitted to the SHPO, if applicable

City of Muscatine

ITEM NUMBER 2023-0517

AGENDA ITEM SUMMARY

DATE: 10/19/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve Procurement Policy for Select Federally Funded Grants

EXECUTIVE SUMMARY

Presented for Council consideration is a procurement policy that would be applied to select federally funded projects, as required by the granting agency.

STAFF RECOMMENDATION

Staff recommends Council approve the proposed policy.

BACKGROUND/DISCUSSION

Over the past three years the City has received a number of grants from the Iowa Economic Development Authority (IEDA), many using federal resources. To administer some of these programs, including the American Rescue Plan Act funded Upper-Story Housing Program, IEDA contracted with a consulting firm to oversee federal compliance requirements. The consultants have created a purchasing policy template compliant with federal purchasing regulations and are encouraging all grantees to use this template. The proposed policy is based on their template.

While the primary reason for presenting this policy is the Upper-Story Housing Grant, it will also be used to implement other IEDA funded programs, such as the Mulberry District Revitalization and Downtown Revitalization Project, as well as any future grants the City may secure.

CITY FINANCIAL IMPACT

There is no financial impact of adopting the proposed policy.

ATTACHMENTS

1. Muscatine IEDA Procurement Policy

City of Muscatine
Federal Procurement Policy

Definitions

- ***2 CFR Part 200*** **-** Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-federal entities.
  - Found here: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1
- ***Conflict of interest*** -a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
- ***Noncompetitive procurement*** **-** Purchase of property, goods, and/or services, where a competitive method of procurement is not utilized. Noncompetitive procurement can only be awarded if one or more of the situations detailed under Section 4(C)(i) apply.
- ***Procurement*** - the act of obtaining or purchasing goods or services, typically for business purposes.

1. *Introduction and Purpose*.

In keeping with its commitment to maintain the highest standards of conduct and ethics, City of Muscatine ("City") has adopted this Procurement Policy (the "Policy") to ensure that goods and services purchased by Federal Purchasers, including subrecipients and contractors, are obtained in a cost-effective manner and in compliance with applicable federal and state laws.

The acquisition processes described in this Policy apply to all government-funded purchases made by Its/their employees, directors, officers, or agents (together, "Federal Purchasers"). Purchases may also be subject to prior funding source approval and additional requirements imposed by grants or contracts. Program directors are responsible for reviewing any such additional requirements and ensuring that contractors and vendors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

In instances where State laws differ from these policies, the more restrictive policies are to be followed.

2. *Code of Conduct.*

A. Federal Purchasers shall not participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict arises when:

i. The Federal Purchaser, any immediate family member (spouse, child, parent, parent-in-law, sibling, or sibling-in-law) partner, or an organization that employs, or is about to employ, any of the above has a direct or indirect financial or other interest in or will receive a tangible personal benefit from a firm or individual considered for the contract award.

ii. An "organizational conflict of interest" is created because of a relationship Purchaser has with a parent, affiliate, or subsidiary organization that is involved in the transaction such that Purchaser is or appears to be unable to be impartial in conducting a procurement action involving the related organization.

B. Purchasers shall not solicit or accept gifts, money, gratuities, favors, or anything of monetary value, except unsolicited items or services of nominal value (no greater than $20) from vendors, prospective vendors, parties to subcontracts, or any other person or entity that receives, or may receive, compensation for providing goods or performing services for City.

C. All Purchasers shall review and comply with the City's procedures for disclosing, reviewing, and addressing actual and potential conflicts of interest.

3. *Procurement Requirements and Considerations.*

A. Competition. All procurements shall be conducted in a manner that provides, to the maximum extent practical, full, and open competition. Procurements shall:

i. Avoid noncompetitive practices that may restrict or eliminate competition, including but not limited to:
   a. Unreasonable qualification requirements.
   b. Unnecessary experience and excessive bonding requirements.
   c. Noncompetitive pricing practices between firms or affiliated companies.
   d. Noncompetitive contracts to consultants on retainer contracts.
   e. Organizational conflicts of interest.
   f. Specifying "brand name" only instead of allowing "an equal" product.
   g. Arbitrary actions.

ii. Not intentionally split a single purchase into two or more separate purchases to avoid dollar thresholds that require more formal procurement methods.

iii. Exclude contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for a proposal from competing for such procurement.

iv. Include in any prequalified list an adequate number of current, qualified vendors, firms, or products.

v. Not preclude potential bidders from qualifying during the solicitation period.

vi. Not use any geographic preferences (state, local or tribal) in the evaluation of bids or proposals, except where expressly mandated or encouraged by applicable federal statutes.

B. Profit. For noncompetitive procurements (or when cost analysis is used), profit must be negotiated as a separate element of the procurement price.

i. To establish a fair and reasonable profit, consider: complexity of work performed, risk borne by contractor, contractor's investment, amount of subcontracting, quality of contractor's record and past performance, and industry profit rates in surrounding geographical area for similar work.

ii. Purchasers may not use either the cost plus a percentage of cost, or percentage of construction cost methods of contracting.

C. Minority Owned, Women Owned, and Small Business Vendors. City is committed to taking all necessary affirmative steps to assure that minority business, women's business enterprises and labor surplus area firms ("MWSB Vendors") are used whenever possible. Such steps include:

i. Placing qualified MWSB Vendors on solicitation lists;

ii. Soliciting MWSB Vendors whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWSB Vendors;

iv. Establishing delivery schedules, where requirement permits, which encourage participation by MWSB Vendors;

v. Using services and assistance, as appropriate, of such organizations as Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts used, to take affirmative steps listed in paragraphs (i) through (v) of this section.

D. Minimum Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding the Simple Acquisition Threshold ($1,000,000), the requirements for bonding shall, at a minimum, be as follows:

i. A bid guarantee from each bidder is equivalent to 5% of the bid price.

ii. A performance bond on the part of the contractor is for 100% of the contract price.

iii. A payment bond on the part of the contractor is for 100% of the contract price.

iv. All bonds required in this section are obtained from companies holding certificates of authority as acceptable sureties pursuant to the surety requirements for companies doing business with the United States (31 CFR Part 223).

E. Solicitations. All solicitations shall incorporate a clear and accurate description of the technical requirements for products or services to be procured. Descriptions:

i. Must not contain features which unduly restrict competition.

ii. May include a statement of the qualitative nature of the material, product, or service to be procured.

iii. When necessary, must set forth minimum essential characteristics and standards necessary to satisfy its intended use.

iv. Must avoid detailed product specifications if possible.

v. May use a "brand name or equivalent" description to define performance or other salient requirements when impractical or uneconomical to make a clear and accurate description of technical requirements. Specific named brand features required to be met must be clearly stated.

vi. Identify all requirements which offerors must fulfill and all other factors to be used in evaluating bids and proposals.

F. Considerations. Purchasers should consider taking the following actions when procuring goods and services:

i. Conduct a lease vs. purchase analysis, when appropriate, including for property and large equipment.

ii. Consolidate or break out procurements to obtain a more economical purchase, if possible.

iii. Use value engineering clauses to offer reasonable opportunities for cost reductions in construction contracts for projects of sufficient size.

iv. Use time and materials contracts only if no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at their own risk. If such contract is negotiated and awarded, Purchaser must assert a high degree of oversight to obtain reasonable assurance that contractor using efficient methods and effective cost controls.

4. *Procurement Methods.*

A. All procurements. All procurements made under this policy shall:

i. Be necessary, at a reasonable cost, documented, not prohibited by law or the applicable funding source, and made in accordance with this Policy.

ii. Avoid acquiring unnecessary or duplicative items.

iii. Engage responsible vendors who possess the ability to perform successfully under the terms and conditions of a proposed procurement. Purchasers shall consider: vendor integrity and qualifications, public policy compliance, past performance record, financial and technical resources, key personnel, and other factors that will provide the best overall value and are deemed to serve the best interests of City.

B. Standard Methods. For transactions meeting the specifications set forth in Appendix 1, Purchasers shall follow the applicable procurement method set forth therein.

C. Exceptions to Standard Methods.

i. *Noncompetitive Procurement*. Procurement by solicitation of a proposal from a single source may only be used if at least one of the following apply and is adequately documented:

a. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (refer to Appendix I);
b. Item is only available from a single source;
c. Public exigency or emergency will not permit any delay;
d. Federal awarding agency or pass-through expressly authorizes a noncompetitive procurement in response to a City request; or
e. After soliciting a number of sources, competition is determined inadequate.

5. *Procurement Procedures.* See Appendix 2 for City Federal Procurement Procedures.

6. *Contract Provisions.* All City Federal procurement contracts shall contain the applicable contract provisions contained in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity.

7. *Documentation*.

A. Debarment. City shall either:

i. Confirm and document that the vendor is not excluded from doing business with the federal government (see www.sam.gov/SAM/) before entering into a contract; or

ii. Obtain a signed Debarment Certificate substantially in the form of Appendix 3.

B. Lobbying Certificate. City shall obtain signed Lobbying Certificates substantially in the form of Appendix 4 for procurements > $100,000.

C. Records. Purchaser shall maintain records sufficient to detail history of each procurement transaction. These records must include, but are not limited to:

i. A description and supporting documentation showing rationale for procurement method (e.g., cost estimates);

ii. Selection of contract type;

iii. Written price or rate quotations (such as catalog price, online price, email or written quote), if applicable;

iv. Copies of advertisements, requests for proposals, bid sheets or bid proposal packets;

v. Reasons for vendor selection or rejection, including relevant panel or committee records, rejection letters and award letter; and

vi. The basis for the contract price.

8. *Compliance with this Policy.* Program directors shall maintain oversight to ensure that contractors and vendors perform in accordance with the terms, conditions, and specifications of contracts

or purchase orders. Violations of this policy may result in disciplinary action, up to and including termination.

Appendix 1
Standard Methods of Procurement

Type	Threshold	Method
Micro-purchase	≤ $10,000	- Price must be reasonable - Periodically distribute purchases equitably among qualified vendors
Small Purchase	$10,000.01 ≤ $250,000	- Obtain written price or rate quotations from at least two qualified vendors - Example documentation: catalog price, online price, email, or written quote
Sealed Bids	> $250,000	**Pre-Solicitation** - Conduct cost or price analysis **Solicitation** - Publicly advertise invitation for bids - Include specifications or information sufficient for bidders to respond - Provide adequate time to respond - Solicit a sufficient number of bids **Bid Review/Selection** - Open bids at time and place set forth in invite - Award to lowest responsive and responsible bidder - May reject bids for sound, documented reason - Award written, fixed price contract by Council Approval
Competitive Proposals	> $250,000	**Pre-Solicitation** - Conduct cost or price analysis **Solicitation** - Publicly advertise request for proposals - Identify all evaluation factors and their relative importance - Solicit bids from at least two vendors **Proposal Review/Selection Committee as defined by Appendix 2** - Consider all proposals to maximum extent practical - Use written method to conduct technical evaluations of the proposals - Award contract to bidder with most advantageous proposal, considering price and other factors as defined by Appendix 5 rubric - Award fixed price or cost-reimbursement contract by Council Approval

Appendix 2
City of Muscatine FEDERAL Procurement Procedures

A. New Contract/Purchase Order

1. Purchaser determines the applicable and appropriate procurement method.
    a. If micro-purchase or small purchase methods are appropriate, conduct procurement as outlined in the Policy and retain appropriate documentation of quotes and vendor selection, etc. If prior approval is required for the purchase, refer to step 2.
    b. If sealed or competitive bid methods are required, complete steps 2 through 4.
2. If funding source approval is required, work with CFO or designee to obtain. Depending on the procurement method used, Purchaser completes Bid Form and submits to City Council as part of the approval process.
3. Purchaser, in consultation with accounting and legal departments as needed, formalizes the bid packet and submits it to City website for prospective vendors to access after completing a short registration.
4. Depending on company thresholds or minimum requirements set for approval, Purchaser either makes the procurement decision or presents all bid responses to City Council for approval.

Appendix 3

Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Name of Vendor, Contractor, or Subgrantee: _____

Signature: _____

Name of Authorized Signatory: _____

Title:_____

Date: _____

Appendix 4

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

Appendix 5

Example RFP Decision Rubric

	Architectural Design Services	Category Weight	Weight
Category 1	Deliverables	20	
	Adequacy, clarity and completeness of response		10
	Project plan - technical approach to the project		10
Category 2	Price	30	
	Total proposal cost		25
	Additional cost factors		5
Category 3	Capacity	20	
	Number of employees dedicated to project		5
	Past performance on similar size projects		10
	Financial stability		5
Category 4	Company Expertise	30	
	Expertise level of project members		10
	Experience on related projects		10
	Has firm shown innovative designs on past projects		10
TOTAL		100	

Instructions:

Step 1: Add factors in the decision in column B

Make sure you copy formulas if you add rows.

Step 2: Change weights so that they add to 100 (see below cat weight column)

This forces you to understand how important these elements are to you relative to each other.

Step 3: Fill out areas with scores from 1-10

Note for negatives, reverse your thinking (so a high score on negative like risk means it's not risky).

Use category weight subtotals to help guide your weighting.

Note that as you do, the weighted averages are shown as subtotals and absolute totals along the bottom.

Resulting scores are shown at the bottom of each opinion.