



City of Muscatine

CITY COUNCIL

Thursday, May 16, 2024

Brad Bark, Mayor

Don Lampe, 1st Ward
Jeff Osborne, 2nd Ward
Peggy Gordon, 3rd Ward
Nadine Brockert, 4th Ward
John Jindrich, 5th Ward

Angie Lewis, At Large
Matt Conard, 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>

May 16, 2024, 6:00 PM

AGENDA

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

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

- A. Proclamation Declaring May 19 -25, 2024 as "National Public Works Week"
- B. Proclamation Declaring May as Historic Preservation Month
- C. Police Officer Life Saving Award presentation to Detective Britt Jameson
- D. Proclamation for EMS Week

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. May 2, 2024 City Council Regular Meeting Minuts
- B. May 9, 2024 City Council In-Depth Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Use of City Property from Denise Greenhaw with NextGen Motors for the Annual Mental Health Awareness 5K run/walk to be held on September 21, 2024
- B. Request for Use of City Property from Jamie Orr for the 5K Santa Run to be held on November 23, 2024
- C. Request to Approve a Revitalization Property Tax Abatement Application for 906 1/2 E. 9th Street
- D. Request on first and second reading on a Special Class "C" Retail Alcohol License for Keep Muscatine Beautiful, Harbor Drive - Community Foundation of Iowa (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

- A. April 29, 2024 Muscatine County Board of Supervisors Meeting Minutes
- B. May 6, 2024 Muscatine County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve Temporary Golf Cart Rental Agreement
- B. Request to Issue a Purchase Order to AccuJet Sewer and Drain Cleaning in the Amount of \$19,966.92 for the Purpose of Lining Sewer Manholes.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$2,772,373.01, 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. May 16, 2024 Bills for Approval

15. PUBLIC HEARING

- A. Public Hearing on the Review of the Plans, Specifications, Form of Contract and Cost Estimate, and Setting a Bid Date for the Airport Fuel System Relocation Project.
- B. Public Hearing Regarding Amendment #2 to the Fiscal Year 2023/2024 City Budget

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Resolution Approving the Plans and Specifications, Form of Contract, and Cost Estimate for the Muscatine Airport Fuel System Relocation Project
- B. Resolution Approving Amendment #2 to the Fiscal Year 2023/2024 City Budget
- C. Second Reading of an Ordinance Amending the Zoning Ordinance of the City of Muscatine, Iowa (Rezoning at 910 E. 2nd St)
- D. Second Reading of an Ordinance Amending Title 10, Chapter 12, Section 1 Of City Code Allowing for a Portion of the Ground Floor to be Used for Residential Purposes in the C-2 Zoning District, Outside the Downtown Core
- E. Request to Waive Third Reading and to Adopt on Second Reading, an Ordinance Repealing Title 1-10-2.E (1)(b) of the Muscatine City Code - Elected Official Communication with City Department Heads and Employees
- F. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees and Rental Housing Fees to Private Properties

- G. Resolution to Write Off Debts of Former Housing Tenants
- H. Resolution to Award Contract for Fulliam Avenue Reconstruction Phase 2 to Heuer Construction in the Amount of \$702,915.00
- I. Resolution Approving Contract and Bond with Heuer Construction for the Fulliam Avenue Reconstruction Project Phase 2
- J. A Resolution Authorizing the Execution of a Special Warranty Deed to Said Described Real Estate Located at 6208 41st St S.
- K. Resolution Accepting Completed Work for the Taylor Park Pickleball Court Project.
- L. Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 and providing for the levy of taxes to pay the same
- M. Resolution Supporting an Application to the Iowa Economic Development Authority by Build to Suit, LLC for Workforce Housing Credits for the Proposed Redevelopment of the Former Hawkeye Lumberyard at 910 E. 2nd Street
- N. Request to Approve the Certified Local Government (CLG) Grant Agreement for an Intensive Survey and Host the 2025 Preserve Iowa Summit
- O. Request to Execute a Memorandum of Understanding with the Iowa Department of Inspections, Appeals, and Licensing
- P. Request to Approve Declaration of Items as Surplus and Authorize Sale of Items at Public Surplus Auction
- Q. Request to Approve the Greenwood Cemetery Office Operations and Retail Sales Agreements to Amy Laue and Leyda, Burrus and Metz dba LBM, Inc. in the amount of \$25,000.00 to be paid to the City annually with a 5% escalator after the first year of the 3-year proposed agreement.
- R. Request to Approve Change Order #2 for the Replacement UV Disinfection System Project in the amount of \$1,392.73.
- S. Request to Approve and Purchase Easements for West Hill Sewer Separation Phase 6 C Construction in the amount of \$14,014.70.

18. MAYOR AND COUNCIL REPORTS

- A. Request by Councilmember Lampe to discuss no parking signage on Devitt Avenue

19. ADJOURNMENT



National Public Works Week Proclamation

May 19–25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Muscatine; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of our local government, who are responsible for rebuilding, improving, and protecting our city’s transportation and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Muscatine to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I Mayor Brad Bark, do hereby designate the week of May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and our city council to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to provide essential services that lead to a healthier, happier, more vibrant community.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my name to be affixed this 16th day of May 2024.

Brad Bark, Mayor

PROCLAMATION
HISTORIC PRESERVATION MONTH

WHEREAS, in the United States, May is National Historic Preservation Month – a month to dedicated to recognizing historic preservation is an effective tool for promoting sustainable development, revitalizing neighborhoods, fostering local pride, promoting tourism, and maintaining community character;

WHEREAS, it is important to acknowledge and celebrate the benefit of history, architecture, and archeology to our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped the City;

WHEREAS, “People Saving Places” is the theme for National Preservation Month 2024;

WHEREAS, the City of Muscatine continues to demonstrate its commitment to preservation, in part, through the preservation of local historic sites.

NOW THEREFORE, I, Brad Bark Mayor of the City of Muscatine Iowa, do hereby proclaim the month of May 2024 as:

National Historic Preservation Month and call upon the people of Muscatine to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto subscribed my name to the affixed this 16th day of May, 2024

Dr. Brad Bark, Mayor



EMS Week Proclamation

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I, Brad Bark, Mayor of Muscatine, Iowa, in recognition of this event do hereby proclaim the week of May 19 - 25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

The 50th Anniversary of EMS Week theme is **EMS WEEK: Honoring Our Past. Forging Our Future**. I encourage the community to observe this week with appropriate programs, ceremonies, and activities, and to attend **EMS FOR CHILDREN DAY** events on Saturday, May 25, at Farm & Fleet.

Name and Title of Official



City of Muscatine

CITY COUNCIL MINUTES

Thursday, May 2, 2024

1. **CALL TO ORDER**

2. **INVOCATION**

Invocation was given by Councilmember Lampe

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, Jeff Osborne, Peggy Gordon, Angie Lewis, Don Lampe, Matt Conard. Councilmembers Absent: John Jindrich.

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

A. Proclamation for School Nurses Day

B. Proclamation Declaring May 12th-19th, 2024 as Police Week

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

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

7. **COMMUNICATIONS - CITIZENS**

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

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

Councilmember Brockert, seconded by Councilmember Lampe, moved to approve the Consent Agenda including Items 10-14. Ayes - 6, Nays - 0, Motion Passed.

10. *** REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES**

A. April 18, 2024 City Council Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request to Approve Application for Revitalization Property Tax Abatement - 618 Cedar Street
- B. Request for renewal of a Class “B” Retail Alcohol License for Dollar General #18711, 3614 Grandview Avenue – Dolgencorp, LLC (pending inspections)
- C. Request for renewal of a Class “E” Retail Alcohol License for Walgreens #05885, 1703 Park Avenue – Walgreen Co. (pending inspections)
- D. Request for renewal of a Class “E” Retail Alcohol License for Circle K #4706600, 802 Cypress Street – Mac’s Convenience Stores LLC (pending inspections)
- E. Request for renewal of a Class “E” Retail Alcohol License and Outdoor Service for Hy-Vee Wine & Spirits, 522 Mulberry Avenue – Hy-Vee, Inc. (pending inspections)
- F. Request for renewal of a Class “E” Retail Alcohol License for Kum & Go #438, 1429 Park Avenue – Kum & Go LC (pending inspections)
- G. Request for Use of City Property from Musser Public Library for the Annual Musser Children’s 4th of July Parade to be held on July, 4, 2024
- H. Request for Use of City Property from Lisa Wolf with the Theo Wolf Family Charity Walk Fundraiser at First Baptist Church to be held on June 1, 2024

12. * COMMUNICATION – RECEIVE AND FILE

- A. April 15, 2024 Muscatine County Board of Supervisors Meeting Minutes
- B. April 17, 2024 Muscatine County Board of Supervisors Special Meeting Minutes
- C. April 22, 2024 County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

14. * APPROVAL OF BILLS

- A. May 2, 2024 Bills for Approval totaling \$7,353,018.98.

15. PUBLIC HEARING

- A. Public Hearing Regarding Amending the Zoning Ordinance of the City of Muscatine, Iowa (Rezoning at 910 E. 2nd St)
There were no written or oral comments regarding this public hearing.
Councilmember Gordon, seconded by Councilmember Lewis, moved for the public hearing to be closed. Vote: Ayes - 6, Nays - None, Motion Passed.

- B. Public Hearing Regarding an Amendment to Section 1, Chapter 12, Title 10 of City Code Allowing for a Portion of the Ground Floor to be Used for Residential Purposes in the C-2 Zoning District, Outside the Downtown Core
There were no written or oral comments regarding this public hearing.
Councilmember Lewis, seconded by Councilmember Brockert, moved for the public hearing to be closed. Vote: Ayes - 6, Nays - None, Motion Passed.
- C. Public Hearing Regarding Repealing Title 1-10-2.E (1)(b) of the Muscatine City Code - Elected Official Communication with City Department Heads and Employees
There were no written or oral comments regarding this public hearing.
Councilmember Brockert, seconded by Councilmember Conard, moved for the public hearing to be closed. Vote: Ayes - 6, Nays - None, Motion Passed.
- D. Public Hearing on the FY2025 Annual Plan & Amendments to the Public Housing Admissions and Continued Occupancy Policy & Administrative Plan
There were no written or oral comments regarding this public hearing.
Councilmember Gordon, seconded by Councilmember Conard, moved for the public hearing to be closed. Vote: Ayes - 6, Nays - None, Motion Passed.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of an Ordinance Amending the Zoning Ordinance of the City of Muscatine, Iowa (Rezoning at 910 E. 2nd St)
Councilmember Lewis, Seconded by Councilmember Brockert, moved to Approve the the first reading of the Ordinance.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- B. First Reading of an Ordinance Amending Title 10, Chapter 12, Section 1 Of City Code Allowing for a Portion of the Ground Floor to be Used for Residential Purposes in the C-2 Zoning District, Outside the Downtown Core
Councilmember Gordon, Seconded by Councilmember Lewis, moved to Approve the Motion. Councilmember Osborne had comments regarding this change being applied to other zoning areas as well.
Vote: Ayes - 6, Nays - 0, Motion .
- C. First Reading of an Ordinance Repealing Title 1-10-2.E (1)(b) of the Muscatine City Code - Elected Official Communication with City Department Heads and Employees
Councilmember Lampe, Seconded by Councilmember Conard, moved to approve the first reading of this ordinance.

Councilmember Lewis had questions regarding the passage of this ordinance on fewer than three readings that were addressed by City Administrator Webb.
Vote: Ayes - 6, Nays - 0, Motion .

- D. Resolution to Approve the FY2025 Muscatine Municipal Housing Agency Annual Plan, Admissions and Continued Occupancy Plan & Administrative Plan
Councilmember Lewis, seconded by Councilmember Gordon moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- E. Resolution Setting a Public Hearing on May 16, 2024, for the Review of the Plans, Specifications, Form of Contract and Cost Estimate, and Setting a Bid Date for the Airport Fuel System Relocation Project.
Councilmember Lampe, seconded by Councilmember Brockert moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- F. Resolution to Adopt the Non-Union Pay Plan for Fiscal Year 2024/2025
Councilmember Brockert, seconded by Councilmember Lewis moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- G. Resolution Approving the Contract and Bond for West Hill Sanitary and Storm Sewer Separation Project- 6C
Councilmember Gordon, seconded by Councilmember Osborne moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- H. Resolution Setting the Date for the Sale of General Obligation Corporate Purpose Bonds, Series 2024, and Authorizing the Use of a Preliminary Official Statement in Connection Therewith
Councilmember Brockert, seconded by Councilmember Conard moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- I. Resolution Approving a Grant Application From the Iowa DNR for a Litter Collection Event Trailer
Councilmember Lewis, seconded by Councilmember Gordon moved to Adopt the Resolution.
Solid Waste Manager David Popp was present to share more information on this project.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- J. Resolution Setting a Public Hearing for May 16, 2024, on Amendment #2 to the Fiscal Year 2023/2024 City Budget.
Councilmember Gordon, seconded by Councilmember Lampe moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.

- K. Request to Approve a Slough Pumping Agreement between the City of Muscatine and Louisa-Muscatine Drainage District #13
Councilmember Brockert, seconded by Councilmember Gordon moved to Approve the Request.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- L. Request to Approve Change Order Number 5 to the West Hill Sanitary Phase 5A/B in the amount of \$149,279.68
Councilmember Lewis, seconded by Councilmember Gordon moved to Approve the Request.
City Councilmembers had questions regarding this project that were addressed by City Engineer Coon.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- M. Request to Approve Change Order Number 3 to the West Hill Sanitary Phase 6A/B in the amount of \$86,569.50
Councilmember Lewis, seconded by Councilmember Gordon moved to Approve the Request.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- N. Request to Approve Change Order Number 1 to the Grandview Avenue Sidewalk Extension Project in the amount of \$38,712.50
Councilmember Brockert, seconded by Councilmember Lewis moved to Approve the Request.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- O. Request to Approve the Issuance of A Purchase Order to Park Warehouse, in the Amount of \$35,709.10 for Five Shade Structures At Taylor Park.
Councilmember Lewis, seconded by Councilmember Brockert moved to Approve the Request.
Councilmembers had questions regarding this project timeline that were addressed by Parks and Recreation Director Klimes.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- P. Request To Approve the Issuance of a Purchase Order To CR Landscaping, in the Amount of \$6800.00, For The Installation Of Taylor Park Shade Structures
Councilmember Brockert, seconded by Councilmember Gordon moved to Approve the Request.
Vote: Ayes - 6, Nays - 0, Motion Passed.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

Councilmember Peggy Gordon moved the meeting be adjourned at 6:40 pm.

20. OTHER

- A. Exempt Session Pursuant to Iowa Code 21.9 to discuss strategy in matters relating to employment conditions of employees of the City of Muscatine who are not covered by a collective bargaining agreement.



City of Muscatine

CITY COUNCIL MINUTES

Thursday, May 9, 2024

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for May 9, 2024 to order at 06:00 PM.

2. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon, Angie Lewis, Don Lampe. Councilmembers Absent: Matt Conard.

3. **PLEDGE OF ALLEGIANCE**

4. **COUNCIL DISCUSSION ITEMS**

Councilmember Lewis moved to remove Item C from the agenda, seconded by Councilmember Gordon. Vote: Ayes 6, Nays - 0 Motion passed.

A. Update on the Great Tagline Search

Communications Manager, Kevin Jenison, presented on the progress of the development of a tagline or slogan for the City of Muscatine to add to the current logo. Mr. Jenison stated he was in the process of creating a list that will be submitted for public input and then the final selections will be preset

B. Parking Meter Technology Upgrade Proposal

Finance Director Nancy Lueck presented information gathered,, per City Council's request regarding upgrade options to the downtown parking meters to include options for paying with coins, credit cards or phone applications.

Ms. Lueck presented financial implementations to this and the suggested increase in the cost for parking to offset the increase in cost.

City Councilmember stated they did not want to increase parking rates, and were not willing to spend the funds to upgrade the parking meters as presented and directed staff to review other options.

City Council suggested the use of stickers on the current meters with a QR code to a pay application that could be used to pay for parking.

City Council also suggested cosmetic upgrade to the current meters by adding sleeves to the poles, and painting of the current meters.

C. Community Development/Housing Department Organizational Structure

Item pulled from agenda

5. **MAYOR AND COUNCIL REPORTS**

6. **ADJOURNMENT**

Councilmember Lampe moved the meeting be adjourned at 07:42 PM.

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

CITY OF MUSCATINE

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

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

NextGen Motors of Muscatine
Address: 310 Cleveland St. Muscatine IA 52761
Telephone Number: 563-260-8027
E-mail Address: denisegreenhaw@ngmofmuscatine.com

2. Type of event that is planned:

5K run/walk for mental health awareness
3rd annual event

3. Proposed location:

310 Cleveland St. to weed park + back

4. Date(s)/Time(s): September 21, 2024

5. Expected length of use: 4 hours

6. Expected size of group: 150-175

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

Denise Greenhaw + planning committee

Address(es): _____

Telephone Number(s): 563-299-1961

E-mail Address(es): _____

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

Emcee: Ashley Loveless 563-554-9894

9. List mechanical or electronic equipment to be used:

N/A

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

Golf cart (1)
Side-by-side (3)

11. Number and types of animals to be used:

N/A

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

Small speaker for Emcee

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

12

14. All plans for the provision of security:

Cameras onsite @ NextGen Motors

15. Beer or wine consumption? Yes _____ No ☒

16. Describe any items to be sold or distributed:

Raffle items
Silent auction

17. Is water connection requested: Yes _____ No ☒

18. Is electricity requested: Yes _____ No ☒

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

If yes, please attach.

If no, please explain:

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

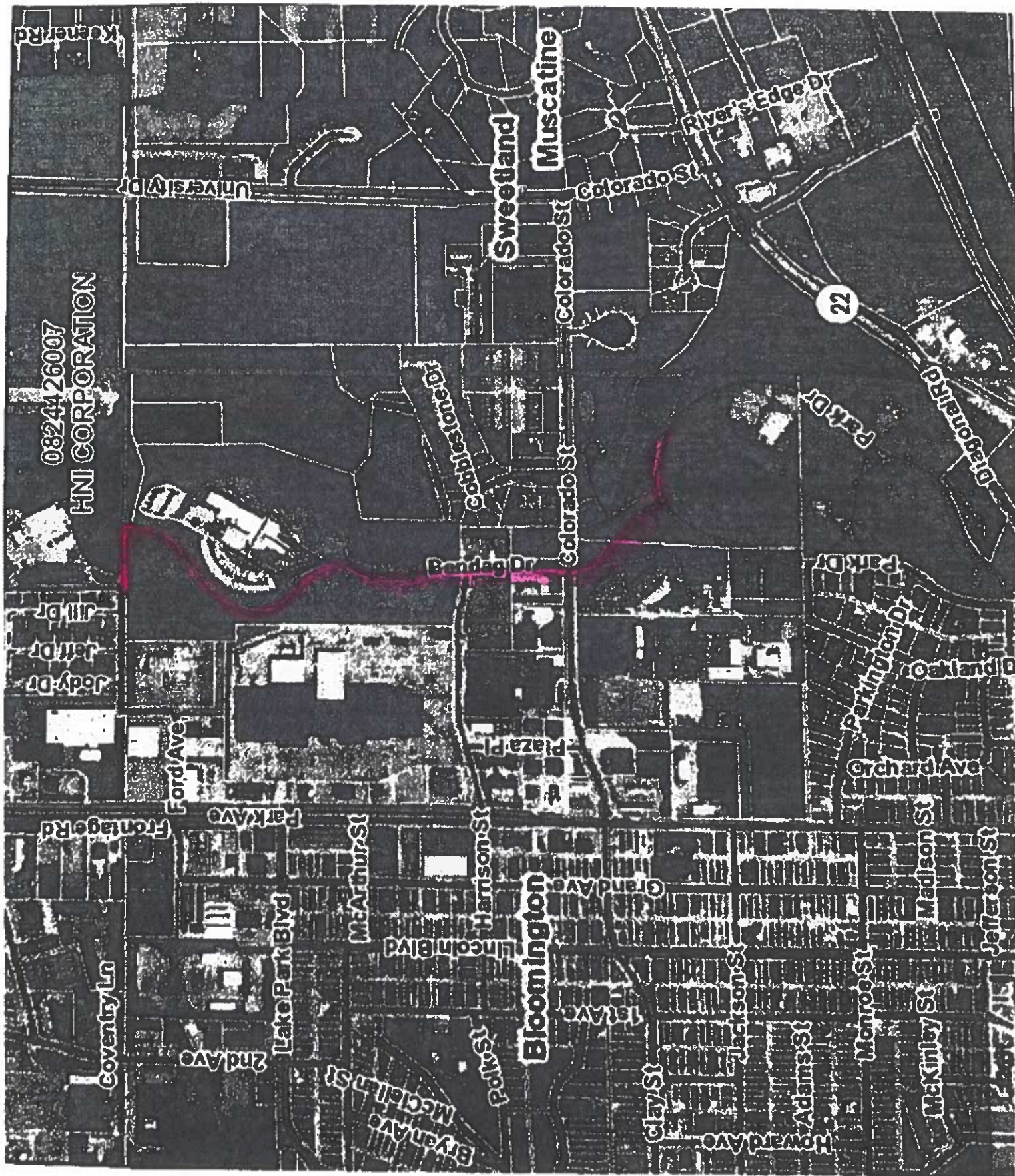
The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including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

Rhonda Greenhaw

Authorized Representative

4-17-24

Date



0824426007

HNI CORPORATION

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒ YES ☐ NO

Richard Kline May 14, 2024
Richard Kline (May 14, 2024 09:14 CDT)
Parks & Recreation Date

Comments:

Approval subject to working with Musc. PD

☒ YES ☐ NO

Jodi Royal-Goodwin May 11, 2024
Jodi Royal-Goodwin (May 11, 2024 05:31 CDT)
Community Development Date

☒ YES ☐ NO

Brian Steinman May 11, 2024
Brian Steinman (May 11, 2024 09:04 CDT)
Public Works Date

☒ YES ☐ NO

A.R. May 13, 2024
A.R. (May 13, 2024 09:09 CDT)
Police Chief Date

☒ YES ☐ NO

Jerry Ewers May 13, 2024
Jerry Ewers (May 13, 2024 11:12 CDT)
Fire Chief Date

FINAL APPROVAL:

☒ YES ☐ NO

Carol May 14, 2024
Carol (May 14, 2024 11:11 CDT)
City Administrator Date

Use of City Property - Next Gen Motors

Final Audit Report

2024-05-14

Created:	2024-05-11
By:	Cinda Hilger (chilger@muscatineioda.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfvlutyWp4yB9hhbpignyTmgrs5XRMkfwU

"Use of City Property - Next Gen Motors" History

-  Document created by Cinda Hilger (chilger@muscatineioda.gov)
2024-05-11 - 1:02:42 PM GMT- IP address: 66.207.26.35
-  Document emailed to Jodi Royal-Goodwin (jroyal-goodwin@muscatineioda.gov) for signature
2024-05-11 - 1:04:09 PM GMT
-  Email viewed by Jodi Royal-Goodwin (jroyal-goodwin@muscatineioda.gov)
2024-05-11 - 1:35:23 PM GMT- IP address: 104.28.97.31
-  Document e-signed by Jodi Royal-Goodwin (jroyal-goodwin@muscatineioda.gov)
Signature Date: 2024-05-11 - 1:37:01 PM GMT - Time Source: server- IP address: 66.207.19.181
-  Document emailed to bstineman@muscatineioda.gov for signature
2024-05-11 - 1:37:03 PM GMT
-  Email viewed by bstineman@muscatineioda.gov
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-  Signer bstineman@muscatineioda.gov entered name at signing as Brian Stineman
2024-05-11 - 2:35:14 PM GMT- IP address: 170.178.242.176
-  Document e-signed by Brian Stineman (bstineman@muscatineioda.gov)
Signature Date: 2024-05-11 - 2:35:16 PM GMT - Time Source: server- IP address: 170.178.242.176
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-  Signer akies@muscatineioda.gov entered name at signing as A.R. Kies
2024-05-13 - 2:09:50 PM GMT- IP address: 166.181.81.251

 Document e-signed by A.R. Kies (akies@muscatineiowa.gov)
Signature Date: 2024-05-13 - 2:09:52 PM GMT - Time Source: server- IP address: 166.181.81.251

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 Signer jewers@muscatineiowa.gov entered name at signing as Jerry Ewers
2024-05-13 - 10:12:18 PM GMT- IP address: 66.207.24.132

 Document e-signed by Jerry Ewers (jewers@muscatineiowa.gov)
Signature Date: 2024-05-13 - 10:12:20 PM GMT - Time Source: server- IP address: 66.207.24.132

 Document emailed to rklimes@muscatineiowa.gov for signature
2024-05-13 - 10:12:22 PM GMT

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2024-05-14 - 0:18:37 AM GMT- IP address: 74.125.212.65

 Signer rklimes@muscatineiowa.gov entered name at signing as Richard Klimes
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 Document e-signed by Richard Klimes (rklimes@muscatineiowa.gov)
Signature Date: 2024-05-14 - 2:14:37 PM GMT - Time Source: server- IP address: 66.207.26.35

 Document emailed to Carol Webb (cwebb@muscatineiowa.gov) for signature
2024-05-14 - 2:14:39 PM GMT

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2024-05-14 - 3:31:32 PM GMT- IP address: 74.125.212.65

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 Agreement completed.
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EVENT: Santa Run Salvation Army

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒ YES ☐ NO

Richard Klimes May 14, 2024
Richard Klimes (May 14, 2024 09:11 CDT)
Parks & Recreation Date

Comments:

Approval subject to working with Musc. PD

☒ YES ☐ NO

Jodi Royal-Goodwin May 11, 2024
Jodi Royal-Goodwin (May 11, 2024 05:31 CDT)
Community Development Date

☒ YES ☐ NO

Brian Steinman May 11, 2024
Brian Steinman (May 11, 2024 09:06 CDT)
Public Works Date

☒ YES ☐ NO

A.R. Kies May 13, 2024
A.R. Kies (May 13, 2024 09:08 CDT)
Police Chief Date

☒ YES ☐ NO

Jerry Curren May 13, 2024
Jerry Curren (May 13, 2024 17:01 CDT)
Fire Chief Date

FINAL APPROVAL:

☒ YES ☐ NO

Carol Smith May 14, 2024
Carol Smith (May 14, 2024 11:01 CDT)
City Administrator Date

CITY OF MUSCATINE

TITLE 3, CHAPTER 3 AND CHAPTER 4

PARADE AND PUBLIC ASSEMBLIES* APPLICATION

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

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

1. Name and address of applicant and sponsoring organization, if any:
JAMIE ORR 3112 PEARTREE Ln Muscatine
2. Type of event that is planned:
5K SANTA RUN
3. Proposed location:
Starting at Salvation Army using Bike trail to Cedar St then back to Salvation Army
4. Date(s): 11/23/24 Starting Time: 10 AM
Time the event will begin to assemble: 8 AM
Expected length of use: noon ish
5. Expected size of group: 50 - 100 hopefully more
6. Names, addresses and telephone numbers of any person or persons in charge of the proposed use at the specified location: I WAS GIVEN PERMISSION FROM MARY GANTNER TO USE SALVATION ARMY'S BUILDING/FACILITIES HER # IS 563-263-8272
7. Names and addresses of any persons to be featured as entertainers or speakers:
looking at maybe getting a DJ for music not SURE ON THAT YET
8. List mechanical or electronic equipment to be used: Time clock
9. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts: N/A

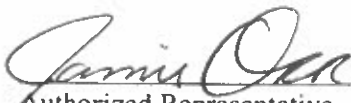
10. Number and types of animals to be used: n/a

11. A description of any sound amplification to be used: MAY be a SPEAKER if WE get a DJ

12. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary: POLICE SAID they would help AROUND CEDAR ST IF WE NEED it

13. All plans for the provision of security: n/a

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


Authorized Representative

4-29-24
Date

* Public Assemblies require completion of this application form. See City Code Section 3-3-2(B) for the definition of a Public Assembly

Additional Requirement for Parades:

1. Attach sketch of parade route. If parade is in the downtown area indicate whether parade route #1 or parade route #2 will be followed.
2. Submit \$30.00 permit fee with application (non-profit organizations exempt from fee).
3. Insurance certificate with the following minimum requirements must accompany application:

General Liability:

\$1,000,000 Bodily Injury & Property Damage – Each Occurrence
\$1,000,000 Personal Injury & Advertising Injury – Per Occurrence
\$2,000,000 General Aggregate on above
\$2,000,000 Products & Completed Operations General Aggregate

Oregon St

Mosser
Park

Salvation
Army



Use of City Property - Santa run Salvation Army

Final Audit Report

2024-05-14

Created:	2024-05-11
By:	Cinda Hilger (chilger@muscatineiowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1c-PXwx8bQwXNoWvfBjK0dtHRPaZGPXS

"Use of City Property - Santa run Salvation Army" History

-  Document created by Cinda Hilger (chilger@muscatineiowa.gov)
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-  Document emailed to Jodi Royal-Goodwin (jroyal-goodwin@muscatineiowa.gov) for signature
2024-05-11 - 12:59:20 PM GMT
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2024-05-11 - 1:37:35 PM GMT
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2024-05-11 - 2:35:31 PM GMT- IP address: 74.125.212.66
-  Signer bstineman@muscatineiowa.gov entered name at signing as Brian Stineman
2024-05-11 - 2:36:39 PM GMT- IP address: 170.178.242.176
-  Document e-signed by Brian Stineman (bstineman@muscatineiowa.gov)
Signature Date: 2024-05-11 - 2:36:41 PM GMT - Time Source: server- IP address: 170.178.242.176
-  Document emailed to akies@muscatineiowa.gov for signature
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2024-05-13 - 2:07:59 PM GMT- IP address: 74.125.212.64
-  Signer akies@muscatineiowa.gov entered name at signing as A.R. Kies
2024-05-13 - 2:08:47 PM GMT- IP address: 166.181.81.251



Document e-signed by A.R. Kies (akies@muscatineioda.gov)

Signature Date: 2024-05-13 - 2:08:49 PM GMT - Time Source: server- IP address: 166.181.81.251



Document emailed to jewers@muscatineioda.gov for signature

2024-05-13 - 2:08:52 PM GMT



Email viewed by jewers@muscatineioda.gov

2024-05-13 - 10:10:33 PM GMT- IP address: 74.125.212.66



Signer jewers@muscatineioda.gov entered name at signing as Jerry Ewers

2024-05-13 - 10:11:07 PM GMT- IP address: 66.207.24.132



Document e-signed by Jerry Ewers (jewers@muscatineioda.gov)

Signature Date: 2024-05-13 - 10:11:09 PM GMT - Time Source: server- IP address: 66.207.24.132



Document emailed to rklimes@muscatineioda.gov for signature

2024-05-13 - 10:11:13 PM GMT



Email viewed by rklimes@muscatineioda.gov

2024-05-14 - 2:15:19 PM GMT- IP address: 74.125.212.64



Signer rklimes@muscatineioda.gov entered name at signing as Richard Klimes

2024-05-14 - 2:17:56 PM GMT- IP address: 66.207.26.35



Document e-signed by Richard Klimes (rklimes@muscatineioda.gov)

Signature Date: 2024-05-14 - 2:17:58 PM GMT - Time Source: server- IP address: 66.207.26.35



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Document e-signed by Carol Webb (cwebb@muscatineioda.gov)

Signature Date: 2024-05-14 - 3:31:25 PM GMT - Time Source: server- IP address: 66.207.26.35



Agreement completed.

2024-05-14 - 3:31:25 PM GMT





Application for Revitalization Property Tax Abatement

Property Information	Address: 906 1/2 E 9th Muscatine IA 52761 (PART OF 906 E. 9th PROPERTY. VARIANCE GRANTED AUG OF 2023).	
	Parcel Number: 0835277003	
Property Own	Owner: SETH KOERNER (SDK IOWA LLC)	
	Address: 26113 E 2200 ST PROPHETSTOWN IL 61277	
Project Information	Phone: 262 237 7323	
	Email: IOWA52245@HOTMAIL.COM	
Signature	Description of Improvements: BASICALLY, WAS A COMPLETE GUT JOB, BOTH INTERIOR AND EXTERIOR. A SEPARATE FILE OF THE CONTRACTOR'S COSTS IS INCLUDED WITH THIS APPLICATION. PLEASE NOTE: THE VERBIAGE OF "OVERDUE" IS THEIR SOFTWARE NOEMCLATURE ONLY. THE ACCOUNT IS UP TO DATE AND THE FINAL PAYMENT OF \$11,710 IS BEING DELIVERED ON MAY 17TH 2024,	
	Cost of Improvements: \$40,010.	
County Assessor Action on / Council Approval	Estimated or Actual Date of Improvements: END OF MAY 2024. UNIT WILL BE RENTAL READY	
	Name & Addresses of Tenants Who May be Relocated: PROPERTY WAS EMPTY	
County Assessor Action on / Council Approval	The undersigned swears that the information presented on this application and any accompanying documents is true, correct, and complete to the best of their knowledge.	
	Signature of Applicant: Seth Koerner Date: 5/13/24	
County Assessor Action on / Council Approval	In accordance with Section 404.3 of the Code of Iowa the City Council shall approve all applications submitted for completed projects if: • The project, as determined by the City Council, is in conformance with this plan; • The project is located within the Revitalization Area; and	
	On _____, The City Council approved this application, finding that meets the criteria set forth in Section 404.3 of the Code of Iowa and all applicable City Ordinances.	
County Assessor Action on / Council Approval	All approved applications shall be forwarded to the County Assessor for review, pursuant to Section 404.5 of the Code of Iowa. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the Code of Iowa. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.	

Residential - URM A

INVOICE

Melon City Renovations Inc
2227 Hunter Rd
Muscatine, IA 52761

scottphelps696@gmail.com
+1 (563) 571-5015



Seth & Melody Clementz

Bill to

Melody Clementz
906 E 9th
Muscatine, Iowa 52761
United States

Ship to

Melody Clementz
906 E 9th
Muscatine, Iowa 52761
United States

Invoice details

Invoice no.: 1079
Terms: Due on receipt
Invoice date: 12/05/2023
Due date: 12/05/2023

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Kitchen	Install upper and lower white cabinets and countertop Apprx 12 ft each	1	\$4,775.00	\$4,775.00
2.		Plumbing	Install shower ,plumbing to shower and sink ,water heater,	1	\$3,900.00	\$3,900.00
3.		Electric	Electric to include lights, outlets, fan	1	\$2,775.00	\$2,775.00
4.		Electric	Install heater/air unit Mini Split	1	\$2,775.00	\$2,775.00
5.		Framing	Reconstruct bathroom with elevated platform for shower to include door	1	\$4,450.00	\$4,450.00
6.		Flooring	Install vinyl flooring	1	\$1,680.00	\$1,680.00
7.		Carpentry	Cut out, add header install ext door on back wall	1	\$1,635.00	\$1,635.00
8.		Carpentry	Ext plywood repair 24 inches	1	\$960.00	\$960.00
9.		Drywall	Drywall, finish, texture ,prime and paint	1	\$2,900.00	\$2,900.00
10.		Siding	Siding ,vinyl installed	1	\$2,445.00	\$2,445.00
11.		Roof	Tear off add purlins, install metal roof with metal trim	1	\$2,600.00	\$2,600.00

12.	Misc	Dig out gravel on one side and level out	1	\$1,150.00	\$1,150.00
13.	window	New casement window in bath	1	\$900.00	\$900.00
14.	Carpentry	Remove old back door and close	1	\$650.00	\$650.00
15.	Insulate	Insulate entire building	1	\$900.00	\$900.00
16.	Carpentry	Gutters	1	\$700.00	\$700.00
17.	Fascia and soffit	Fascia on building	1	\$365.00	\$365.00
18.	Misc	Install washer and dryer hookups	1	\$975.00	\$975.00
19.	Paid	Paid	1	-\$10,000.00	-\$10,000.00
20.	Paid	Paid	1	-\$10,000.00	-\$10,000.00
21.	Paid	paid	1	-\$8,300.00	-\$8,300.00
22.	Deck	dug out rock and dirt ,built flat deck 6x20 treated	1	\$1,800.00	\$1,800.00
23.	Misc	install sump pump with pit	1	\$1,400.00	\$1,400.00
24.	Plumbing	install main shut off	1	\$275.00	\$275.00

Total **\$11,710.00**

Checks can be mailed to
Meloncity Renovations 2227 Hunter Rd Muscatine Iowa 52761

Overdue **12/05/2023**

Muscatine County Board of Supervisors
Monday, April 29, 2024

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

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

On a motion by Sauer, second by Kirchner, the Board approved claims dated April 29, 2024 in the amount of \$436,770.50. Ayes: All.

City of Muscatine, City Planner, April Limburg and Assistant Community Development Director, Andrew Fangman reviewed a request from City of Muscatine to assign a Tax Sale Certificate No. CH190237 for 519 Orange Street, Muscatine, Iowa. Limburg stated the parcel is a vacant lot with the City of Muscatine requesting to acquire the parcel from the county tax sale and abate the property taxes. Discussion was held with the Board regarding the unpaid regular property taxes (since 2016) and special assessments for nuisance abatement, the property went to tax sale in 2019, with no buyers at the sale and the county now holds the tax certificate with unpaid charges totaling \$71,721.00. Community Development Director Jodi Royal-Goodwin stated the parcel is being pursued as part of the neighborhood revitalization project as a neighborhood park due to the small lot size of 2800 square feet, it is not a suitable as a buildable lot for a house or any other viable use. Royal-Goodwin stated the project intent is to put all the properties they can back into private ownership. Mather stated his concerns with the lot being unsightly with citizens hanging out throughout the day and night. Royal-Goodwin stated the plan is to have video surveillance and the proposed park to fall under park rules. Administrative Services Director Nancy Schreiber stated if the county assigns the parcel to the city then there is a 90-day redemption process and then the city will take title to the property. County Attorney Jim Barry stated he has met with the city and the recommendation was to bring the property information to the Board for discussion. Schreiber stated at the time the property tax sale information for this parcel is brought to the Board, the property has been fully vetted to determine if there is any other recourse to recoup the unpaid charges. County Treasurer Amy Zybarth reviewed the tax sale process stating it takes two years of no purchase at the tax sale for the parcel to become county owned.

On a motion by Mather, second by Sauer, the Board approved Resolution #04-29-24-01 Assigning Tax Sale Certificate. Roll call vote: Ayes: All.

RESOLUTION #04-29-24-01
RESOLUTION ASSIGNING TAX SALE CERTIFICATE

WHEREAS, through the operation of Section 446.19, Code of Iowa, Muscatine County has become the holder of a certain Tax Sale Certificate to real estate in Muscatine County; and

WHEREAS, in obtaining the Tax Sale Certificate, the Muscatine County Treasurer has complied in all respects with the requirements of Chapters 446 and 447 of the Code; and

WHEREAS, Section 446.31, Code, grants to the County Board of Supervisors the authority to compromise the taxes owing and assign the Certificate to another; and

WHEREAS, Parcel No. 08-35-430-001, described more fully as follows:

Legal Description: 35-77-2W N 46 2/3' Lot 10, Block 105
Street Address: 519 Orange Street, Muscatine, IA
Deed/Title Holder: Jeremy E. McCormick and Laura Leakey

Was bid by Muscatine County tax sale held on July 17, 2019 at a cost of \$20,801 and is currently held by the County as Tax Sale Certificate No. CH190237; and

WHEREAS, the City of Muscatine, Iowa expended \$ 11,969 in nuisance abatement costs has expressed an interest in acquiring the Tax Sale Certificate from the County in order to construct a small neighborhood park and has offered \$ 1.00 therefore; and

WHEREAS, the total amount of taxes owing \$35,519, plus fees, costs, interest and penalty of \$36,202 is currently \$71,721, plus the 2023 tax (payable 24-25); and

WHEREAS, the Muscatine County Treasurer has recommended that this Tax Sale Certificate be assigned as described herein; and

WHEREAS, the Board of Supervisors finds the assignment of the Tax Sale Certificate under the conditions described herein to be in the public interest.

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

Section 1. That the Tax Sale Certificate #CH190237 is hereby assigned to the City of Muscatine, Iowa; consideration for the assignment is one dollar, provided, however, if sold in the future, the City will render to the County any proceeds of a sale of the property in excess of the demolition and nuisance abatement liens plus the actual costs incurred in acquiring title and selling the property.

Section 2. That such assignment shall be deemed effective upon payment by the assignee of the amount of \$1.00, to the Muscatine County Treasurer, receipt of which is hereby acknowledged, whereupon the Treasurer is authorized and directed to indicate the assignment of Tax Sale Certificate and to take those further steps mandated in Chapter 447 and 448, Code of Iowa.

Section 3. That once the City of Muscatine has acquired title to the parcel, the County Treasurer is directed to abate all taxes, costs, fees, interest and penalties owing as of the date of this resolution and any and all additional taxes, etc. accruing after the date of this resolution.

PASSED AND APPROVED this 29th day of April, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Jeff Sorensen, Chairman
Muscatine County Board of Supervisors

Muscatine County Historic Preservation Commissioner William Koellner reviewed the current projects for the Muscatine County Historic Preservation Commission. Koellner introduced John Koala as the project manager for the Historic Fruit and Vegetable Industry of Muscatine County project.

On a motion by Sauer, second by Kirchner, the Board authorized the Chair to execute a Certified Local Government Grant contract for a \$19,876.00 grant (\$11,800 grant award with \$1,361.00 cash and \$6,715.00 in-kind match requirements) between the State Historic Preservation Office (SHPO) and Muscatine County (on behalf of the Muscatine County Historic Preservation Commission) for a survey of the Historic Fruit and Vegetable Industry in Muscatine County. Ayes: All.

Planning and Zoning Administrator Eric Furnas proposed an amendment to the Fee Schedule for the Muscatine County Building and Zoning Office. Furnas requested an additional schedule of \$200 be added to the electrical permit fee for anything over 400-amp service.

On a motion by Chick, second by Sauer, the Board approved an amendment for an additional fee of \$200 for over 400-amp service to the Fee Schedule for the Muscatine County Building and Zoning Office. Ayes: All.

MRA Compensation Director Cristy Reetz gave a virtual presentation of the Muscatine County Compensation Project Overview to the Board. Administrative Services Director Nancy Schreiber stated she is working on proposed salary grading options, with some exceptions included, to present to the Board next week.

Muscatine County Comprehensive Health Plan review and recommendations were presented by Jerry Koering and Brad Johnson of Assured Partners. Schreiber stated she will present Wellmark Blue Cross Blue Shield health options to the Board next week for the upcoming annual enrollment period.

On a motion by Mather, second by Sauer, the Board approved a renewal of an Iowa Retail Cigarette/Tobacco/ Nicotine/Vapor Permit for Casey's Marketing Co., dba Casey's General Store #2472, 1334 Hwy 22, Nichols, Iowa. Ayes: All.

On a motion by Mather, second by Kirchner, the Board approved the minutes of the April 22, 2024 regular meeting. Ayes: All.

Correspondence:

All Supervisors received an email from Dyann Roby regarding the bridge on 245th Street.

Kirchner and Mather received an email from Denise Bulat of Bi-State Region

Comprehensive Economic Planning Board.

Chick received several calls regarding Oak Grove Road.

Chick received several calls regarding the barricades on 245th Street.

Committee Reports:

Kirchner attended a Muscatine County Fair Board meeting on April 17, 2024.

Sorensen attended a Bi-State Regional Planning Commission meeting on April 24, 2024.

General Services Supervisor Oscar Alvarez and Administrative Services Director Nancy Schreiber stated the prior building automation system agreement was with CSS Controls servicing the jail, who has gone out of business. Schreiber stated the two proposals presented by AJ Associates have been fully vetted and Winona Controls, Caledonia, MN, is being recommended.

On a motion by Mather, second by Sauer, the Board accepted a proposal from Winona Controls, Caledonia, MN, for a building automation system maintenance agreement for the Muscatine County Jail. Ayes: All.

On a motion by Chick, second by Kirchner, the Board appointed Nathan Sneath to the Muscatine County Historic Preservation Commission for a term ending 01/01/2027. Ayes: All. Sorensen thanked Sneath for his willingness to serve.

On a motion by Sauer, second by Mather, the Board appointed Michael Smock to the Muscatine County Zoning Board of Adjustment to fill a term ending 03/31/2029. Ayes: All.

On a motion by Mather, second by Sauer, the Board set a public hearing on proposed FY23/24 Muscatine County budget amendments for Monday, June 3, 2024 at 9:00 A.M. Ayes: All.

County Engineer Bryan Horesowsky stated Canadian Pacific Railroad has announced a road closure due to railroad crossing repair between Stewart Road and 41st Street on Pettibone Avenue near Northern Gravel Company.

Charles Lawrence, 1808 Briarwood Lane, Muscatine, Iowa, stated he appreciated the tax budget public hearing the county held at the Discovery Center as he was allowed to speak for more than three minutes (as he experienced only a three-minute allowed time at the city and school district hearings). Lawrence stated the Muscatine Journal and the library no longer prints the agendas for the public meetings. Lawrence stated the Board of Supervisor minutes are not printed in the newspaper until 10-11 days after the meetings. Schreiber explained the minutes are approved one week after each meeting and then sent to the paper for publishing. Mather stated the library has access to the internet for citizens to review the agendas and legal notices. Sorensen stated he will review the concerns stated today with legal notice publications with the state legislators. Information Services Director Bill Riley stated the possibility of the Chamber of Commerce being a single source for all agendas to be made available on their website.

The Board recessed at 11:14 A.M. The Board reconvened at 11:20 A.M.

On a motion by Mather, second by Kirchner, the Board went into non-public session pursuant to Chapter 20.17(3), Code of Iowa, to discuss strategy in union negotiations at 11:20 A.M. Roll call vote: Ayes: All. On a motion by Chick, second by Kirchner, the Board returned to open session at 12:30 P.M. Roll call vote: Ayes: All.

The meeting was adjourned at 12:30 P.M.

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, May 6, 2024

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

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

Muscatine Police Department Lt. Ryan Buss held discussion with the Board to request to use county property (parking lot and grass lot on Mulberry Avenue between East 4th Street and East 5th Street) on August 6, 2024 for a National Night Out event. The set-up, the event itself, and the tear down will take place from 4:00 P.M. until approximately 10:00 P.M. The use of the property will help accomplish the goal of creating community partnerships. Administrative Services Director Nancy Schreiber stated she has already received the Certificate of Insurance from the City of Muscatine.

On a motion by Chick, second by Kirchner, the Board approved a request by Muscatine Police Department to use county property, the parking lot and grass lot, located on Mulberry Avenue between East 4th Street and East 5th Street on August 6, 2024 for a National Night Out event. Ayes: All.

County Engineer Bryan Horesowsky recommended to the Board to approve selling Muscatine County Bridge #221, over Crane Creek on Jasper Avenue, north of 215th Street for the sum of \$1.00 to Lysle “Skip” Hitchcock and Randall Eichelberger. The said bridge is located on roadway vacated by the Muscatine County Board of Supervisors on June 19, 2017.

On a motion by Mather, second by Kirchner, the Board approved Resolution #05-06-24-01 selling Muscatine County Bridge #221, FHWA #257630, to Lysle “Skip” Hitchcock and Randall Eichelberger for the sum of \$1.00, located on the vacated portion of Jasper Ave, roughly 3,000 ft south of 205th St. in Sections 33 and 34, T-77N, R-03W all within Lake Township, Muscatine County, Iowa. Roll call vote: Ayes: All.

**RESOLUTION #05-06-24-01
DISPOSAL OF COUNTY BRIDGE**

WHEREAS, THE Muscatine County Engineer’s Office has received a request from Lysle Hitchcock and Randall Eichelberger, president of RoMar Inc. to purchase Bridge #221 over Crane Creek on Jasper Avenue, north of 215th St. for the sum of \$1.00; and

WHEREAS, said bridge is located on roadway vacated by the Muscatine County Board of Supervisors on June 19, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors to authorize the sale of FHWA Bridge #257630, Muscatine County Bridge #221, located on Jasper Avenue roughly 3,000 ft south of 205th St in Sections 33 and 34, T-77N, R-03 all within Lake Township, Muscatine County, Iowa to Lysle Hitchcock and Randall Eichelberger for \$1.00.

PASSED AND APPROVED this 6th day of May, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Jeff Sorensen, Chairperson
Muscatine County Board of Supervisors

County Engineer Horesowsky updated the Board on secondary road projects. Horesowsky reminded the public that Canadian Pacific Railroad has announced a road closure due to a railroad crossing repair between Stewart Road and 41st Street on Pettibone Avenue near Northern Gravel Company.

On a motion by Sauer, second by Kirchner, the Board approved the minutes of the April 29, 2024 regular meeting. Ayes: All.

Correspondence:

No correspondence was reported.

Committee Reports:

Mather attended an orientation session with Community Action of Eastern Iowa on May 1, 2024.

General Services Supervisor Oscar Alvarez reviewed a proposal for consulting engineering services from AJ Associates to review the existing Jail Building HVAC system with prospective HVAC system balancers and evaluate potential HVAC system balancing proposals. AJ Associates will provide construction administration and onsite review as requested by the ultimate balancer and/or Muscatine County. Administrative Service Director Nancy Schreiber stated Sheriff Quinn Riess has stated the cost of the consulting services will be paid from the jail commissary funds.

On a motion by Chick, second by Mather, the Board accepted a proposal for Consulting Engineering Services from A&J Associates for a Jail Building HVAC Balancing Contract Review. Ayes: All.

Planning and Zoning Director Eric Furnas stated it is likely the courthouse project and the jail insulated panel project will still be going on during the August 6, 2024 National Night Out event to be held in the parking lot on Mulberry Avenue. Furnas stated during the construction projects the material lay down areas and contractor staging will be using part of the parking lot. Furnas noted he is reviewing the preliminary areas for material lay down and stated he has been in contact with Jail Administrator Matt McCleary as some of the jail staff parking may need to be moved. Furnas stated he will contact Muscatine Police Department Lt. Ryan Buss once the pre-construction meeting is held and start dates are set.

The Board recessed at 9:17 A.M. The Board reconvened at 9:25 A.M.

On a motion by Sauer, second by Kirchner, the Board went into Non-public session at 9:25 A.M pursuant to Chapter 20.17(3), Code of Iowa, to discuss strategy in union negotiations. Roll call vote: Ayes: All. On a motion by Mather, second by Kirchner, the Board returned to open session at 10:07 A.M. Roll call vote: Ayes: All.

On a motion by Mather, second by Sauer, the Board went into Closed session at 10:07 A.M pursuant to Chapter 21.5 (c), Code of Iowa, to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent. Roll call vote: Ayes: All. On a motion by Sauer, second by Chick, the Board returned to open session at 10:18 A.M. Roll call vote: Ayes: All.

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

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2024-0209

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

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

SUBJECT

Request to Approve Temporary Golf Cart Rental Agreement

EXECUTIVE SUMMARY

Request to approve a temporary rental agreement to Harris Golf Carts for 57 golf carts at \$100.00 per cart, per month, to be paid monthly and in effect until the new golf cart fleet is delivered.

STAFF RECOMMENDATION

Staff recommends approval of the Temporary Golf Cart Rental Agreement for 57 golf carts at \$100.00 per cart, per month.

BACKGROUND/DISCUSSION

The Muscatine Municipal Golf Course uses a leased golf cart program for their fleet of 57 golf carts. Due to recognized delivery delays, City staff solicited for and received bids on golf carts in the winter of 2023, with delivery anticipated in Spring 2024. Unfortunately, we have been informed that our new fleet of golf carts will not arrive until Summer 2024. In order to have golf carts for the time period leading up to the delivery of the new fleet, it is necessary to procure a temporary rental service for golf carts. The carts we have secured will be the same carts, all of which are in good working order that we have used in the past few years. Bids were solicited for the temporary rental of carts with 2 bids received. Please see the attached bid tab for the results.

CITY FINANCIAL IMPACT

The Temporary Golf Cart Rental Agreement will be in effect until the new fleet of golf carts arrive, which is anticipated to be in the summer of 2024. The Council approved the new Lease Agreement for golf carts on March 2, 2023. The temporary rental carts will be significantly less per month than the new carts, which will be \$137.50 per month per cart.

ATTACHMENTS

1. Golf Cart Lease Bid Results_05092024144412
2. Golf Cart Lease Agreement_05092024144447

City of Muscatine
Muscatine Parks and Recreation Department
Muscatine Municipal Golf Course

Bid Results

2024 Golf Cart Lease Agreement
57 Carts

- | | |
|---------------------|-------------------------------|
| 1. Harris Golf Cars | \$100.00 per cart, per month |
| 2. Yottis E2 Go | Does not have carts available |
| 3. M&M Club Car | \$120.00 per cart, per month |

155 N. Crescent Ridge - Dubuque, IA 52003

549 Heartland Drive, Suite A • Sugar Grove, IL 60554

1020 S. Highway 30 • Blair, NE 68008

14003 Leelsbir Road - Sturtevant, WI 53177

Deal Type: Lease
Deal Duration: 1 Year (2024 Season)
of Payments: 6

<u>Details</u>			<u>Pricing</u>		
Model	Year	Color	Quantity	Per Car (month)	Annual Fleet Cost
Drive2 Carbureted	2018		57	\$ 100.00	\$ 34,200.00
		Payment Months:	May- Oct.	Per Payment:	\$ 5,700.00

Accessories Included		Additional Notes
Accessories on existing fleet included.		*Cars apart of this lease are current leased cars at Muscatine Muni.

Trades					
Brand	Year	Model	Quantity	Value Per Car	Total Trade Value

Fleet will be returned to Harris Golf Cars at expiration of lease.

*This proposal quotation is based on current fleet costs and interest rates which are subject to adjustment, increase or decrease, within 60 days of delivery.
Harris Golf Cars and Yamaha appreciate your understanding and acceptance of these conditions.

Customer Signature:	HGC Signature: <i>[Signature]</i>
Date:	Date: <i>4/29/24</i>



Iowa Location:

155 N. Crescent Ridge • Dubuque, IA 52003

Illinois Location:

549 Heartland Drive, Suite A • Sugar Grove, IL 60554

Nebraska Location:

1020 S. Highway 30 • Blair, NE 68008

Wisconsin Location:

14003 Leetsbier Road • Sturtevant, WI 53177

HARRIS GOLF CARS ON-CALL SERVICE CONTRACT

This service agreement shall be between the Customer, *Muscatine Muni*, and the Provider, **Harris Golf Cars**

HARRIS GOLF CARS SERVICES PROVIDE:

- All recommended preventive maintenance as described by Yamaha.
- All warranty repairs, modification campaigns, including parts and labor.
- On-Call service visits including labor to inspect and repair vehicles to ensure safety and Customer Satisfaction.
- Annual Service: Labor & Parts Cost for Complete inspection and repair of components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to specs for safety and reliability.

CUSTOMER RESPONSIBILITIES:

- Perform daily pre-operation inspection.
- Maintain all fluid levels and provide clean fuel and or proper battery charge. Clean, Secure & Store all Golf Cars.
- Cost of parts for repairs (except annual service) from normal wear, not covered under warranty.
- Cost of damage repairs from accident, abuse, negligence or acts of God. Harris will provide repairs on a t & m basis.
- *Schedule Service requests online -- <https://www.harrisgolfcars.com/service-repair/>*

**This contract requires us of Genuine Harris/ Yamaha Parts. All parts will be supplied by Harris/ Yamaha to maintain and support factory warranty.*

ADDENDUM

Cars covered by this contract: 2018 Drive2 Carb.

Quantity: 57

This agreement shall be for the period of (Lease).

Harris Operating Lease Service is provided at no additional cost as integral part of agreement.

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE
<i>[Signature]</i>	<i>President</i>	<i>4/29/24</i>



City of Muscatine

ITEM NUMBER 2024-0219

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Brian Stineman, Public Works Director
Zack Etzel, Sewer Department Supervisor
Kevin Coon, City Engineer

SUBJECT

Request to Issue a Purchase Order to AccuJet Sewer and Drain Cleaning in the Amount of \$19,966.92 for the Purpose of Lining Sewer Manholes.

EXECUTIVE SUMMARY

Request to Issue a Purchase Order to AccuJet Sewer and Drain Cleaning in the Amount of \$19,966.92 for the Purpose of Lining Sewer Manholes at various locations identified by the Collection and Drainage Division of Public Works.

STAFF RECOMMENDATION

Approve the PO

BACKGROUND/DISCUSSION

Staff have identified five sewer manholes that are leaking groundwater into the sanitary sewer system or are infested with tree roots that are causing damage to them. Quotes were received from three vendors.

VisuSewer quoted \$14,875 for 1/2" of mortar based spray on lining
Floorcoat Midwest quoted \$16,750 for 1" of mortar based spray on lining
AccuJet quoted \$19,966.92 for a multi-layer polymer based spray on lining with a ten-year manufacturer and applicator warranty

Staff investigated all proposed products and feel that the polymer lining is the better material, because it is flexible and can withstand thermal exposure without cracking thereby being more suitable for our freeze-thaw cycles.

The specifications for the Obic Armor product from AccuJet are included in the attachments

CITY FINANCIAL IMPACT

Funds were budgeted for this project in the Collection and Drainage Budget.

ATTACHMENTS

1. Lining Quotes
2. Obic Liner Data Sheets

ACCUJET LLC
913 Evelyn St
Perry, IA 50220
+1 5153608582
kyle@accujetiowa.com
http://www.accujetiowa.com



ADDRESS

City of Muscatine
Water & Resource Recovery Facility
1202 Musser St.
Muscatine, IA 52761

Estimate 2519

DATE 04/30/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/30/2024	Service:OBIC 48" Manhole Rehab Manhole Rehab with OBIC Armor as priced per vertical foot.	55	312.00	17,160.00
04/30/2024	Municipal Non-contract Mobilization/hr. Mobilization	6	272.07	1,632.42
04/30/2024	Municipal Non-contract Per diem Per diem	6	200.75	1,204.50
04/30/2024	Notes:Notes Notes: Price includes: 1. Removal of steps and other obstructions. 2. Pressure washing. 3. Grouting to stop leaks (up to 5 tubes). 4. Application of Obic Armor 3 layer rehab system. Grouting beyond the stated inclusion will be at an extra charge of \$60/tube. Price does not include by-pass should any be necessary. Price does not include placement of bench/invert.	1	0.00	0.00

Scope of Work:

Accujet will provide the labor and materials necessary to perform the work outlined in this contract. No work shall be done, except as specified or subsequently agreed to in writing. The scope of work recommended is based upon observations during our inspection and/or information shared by the customer contact. Any problems or failures in, or from un-serviced areas are not covered by this contract or warranty. We reserve the right to make modifications as necessary in our work or materials used. Any methods, materials or procedures discussed by our specialists are for general use only and individual circumstances may require modification during the installation process. Standard cleaning & televising includes two passes of jetter cleaning with one full camera inspection. Any cleaning or repairs needed beyond the standard cleaning & televising will be at an additional cost.

TOTAL \$19,996.92

Disclaimer:

Although best inspection practices are used to address all potential issues, some unforeseen issues may be exposed. At this time work will not resume until a work/change order for additional costs is signed. Issues may include but are not limited to: Heavy root infiltration, collapsed pipe, misaligned pipe, massive defects, and protruding taps.



Floorcoat Midwest, LLC

Trenchless Technology Solutions

floorcoatmidwest@gmail.com

www.floorcoatmidwest.com

April 11, 2024

Zack Etzel
City of Muscatine Public Works
1459 Washington St
Muscatine, IA 52761
Project: U of Iowa Manhole Rehab

We propose the following manhole rehabilitation:

- ✚ MH5488 4' X 12' \$3,000
- ✚ MH7020 4' X 12' \$3,750
- ✚ MH1807 4' X 8' \$2,000
- ✚ MH5933 4' X 10' \$2,500
- ✚ MH5374 4' X 10' \$2,500
- ✚ Lined with 1" thick ML-72. Includes patching and leak stopping, high pressure washing.
- ✚ 1 LS MOBILIZATION \$3,000
- ✚ Total \$16,750.00
- ✚ Terms are net 20 days.

We look forward to being of service to the city of Muscatine.

Best Regards,

Richard Hanson

Richard Hanson, President
Floorcoat Midwest, LLC

Acceptance of Proposal:

By: _____

Date: _____

Proposal

To: Zack Etzel
City of Muscatine
1202 Musser Street
Muscatine, IA 52761
563-263-2752

From: Bob Moen
Visu-Sewer, LLC.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 4/12/2024

Project: Strong Seal Cementitious Manhole Lining

Visu-Sewer is pleased to offer the following service:

Line the walls and benches of five (5) manholes in the City of Muscatine using 1/2" of Strong Seal MS-2A. All work will be in accordance with manufacturers' specifications. The price to complete this work is as follows:

Price - \$2,975.00 per manhole
(Based on a minimum of five manholes)

Note: Manhole lining does not include bypass pumping, lining the invert, installing/rebuilding the bench or installing chimney seals. If needed, sealing of active leaks will be quoted separately.

The City of Muscatine is asked to provide drivable equipment access to all manholes, water for from nearby hydrants, a washdown site for our equipment and a dump site for debris disposal.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to contact us at (641) 424-8044.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____

Signature: _____



When it absolutely, positively must last.

OBIC Installation Process

- ***Site Photo***
- ***Structure Cleaning***
- ***First Barrier Layer***
- ***Resurfacing Layer***
- ***Final Barrier Layer***
- ***Date Stamp***

10-YEAR LIMITED WARRANTY

Manufacturer and Applicator warrant the liner system against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to prevent the internal deterioration or corrosion of the structure or prevent groundwater infiltration. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired at no cost to the Owner. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present.



525 Winzeler Drive, Unit 1 • Bryan, OH 43506 • 866-636-4854

www.OBICproducts.com





When it absolutely, positively must last.

Wastewater Can Destroy Wet Wells and Manholes



OBIC products restore damaged surfaces and protects against corrosion and infiltration.



**OBIC provides a 10 Year Manufacturer & Installer Warranty
Contact 866.636.4854 for Pricing and Project Coordination**

01116 Co. Rd. 17 • Bryan, OH 43506 • 419-633-3147

www.OBICproducts.com

1. The wet well below has several leaks running 2 – 4 gallons per minute. That results in an additional 1.5 million gallons of ground water being treated in a year, costing \$2,760. The average wastewater treatment cost is \$1.75 per 1,000 gallons.
2. By installing the OBIC lining system into the wet well and saving \$2,760 per year, it pays off in just under 6 years. And by reducing ground water at the plant, it can provide more service to homes and businesses without expansion.
3. The corrosion was severe and the installation of the liner will extend the wet well service life by 50 years. Compare the savings to the cost and disruption involved with replacing a wet well of this size.



BENEFITS OF OBIC ARMOR

What Is OBIC Armor?

OBIC Armor provides a fast, easy, and cost-effective method for repairing and preventing damage to municipal and industrial sewers, as well as potable water systems. Its spray applied OBIC 1000 (flexible polyurea) cures quickly, making it an ideal choice for rehabilitation projects. OBIC Armor is a multi-layer lining system, consisting of OBIC 1306 (6–8-pound closed cell foam) sandwiched between two layers of OBIC 1000 (polyurea).



Benefits of OBIC Armor

OBIC 1000 is the coating of choice in the wastewater industry for numerous reasons:

- **1. Backed by Warranty, Like No Other:** OBIC Armor is back by a **10-YEAR WARRANTY on BOTH the Material AND Installation!**
- **2. Structural Reinforcement:** The 3-layer product provides structural reinforcement to deteriorating manholes, restoring their integrity, and preventing further damage.
- **3. Surfacers:** When dealing with brick/block manholes, this helps smooth out those surfaces providing a better finished product. It expands to fill cracks, joints, voids, and bug holes in the substrate, improving structural integrity.
- **4. High Build Thickness:** Our coatings can be applied in relatively thick layers, ensuring a robust protective barrier.
- **5. Waterproofing & Reduced Infiltration and Exfiltration:** This rehab method creates a seamless, waterproof barrier, seals joints, cracks, and defects in manholes, reducing the risk of water infiltration and exfiltration, which can be environmentally and economically problematic.
- **6. Chemical Resistance:** OBIC Armor offers excellent resistance to chemical corrosion, it is impervious to hydrogen sulfide (H₂S), protecting manholes from the harsh and corrosive elements found in wastewater systems. SWAT Approved.
- **7. Strength:** It adds structural enhancement, approximately 25%-30%, or reinforcement into the structure.
- **8. Durability and Abrasion Resistance:** OBIC 1000 is exceptionally durable, with high abrasion resistance designed for the harsh conditions in wastewater treatment facilities, pump stations, and manholes.

- **9. Bond Strength:** The coating forms a strong bond with the existing manhole substrate, ensuring long-term adhesion and durability.
- **10. Flexible and Durable:** OBIC 1000 is highly flexible, 395% elongation, and can withstand thermal expansion and contraction, eliminating cracks under temperature changes.
- **11. Longevity:** Has a 50-year design life.
- **12. Eliminates Chimney Seals:** Since the OBIC Armor system is a continuous monolithic system from bench of the invert up to where it is attached to the casting (manhole frame) there is no need for additional cost of chimney seals.
- **13. Rapid Cure Time:** OBIC Armor is tack-free in 20-30 seconds, allowing for quick return to service, minimizing disruptions in the wastewater system.
- **14. Versatility:** This system can be customized for specific project requirements. Our chemists will work with you to ensure you get the proper coating for your project.
- **15. Return on Investment (ROI):** Rehabilitating manholes with OBIC Armor can significantly reduce the amount of groundwater treated. For instance, rehabilitating 10 manholes eliminates enough groundwater to allow 82 new homes to connect to the system. This results in a return on investment in approximately 15 months.
- **16. No VOC's:** OBIC 1000 is 100% solid, so there are zero VOC's.
- **17. Environmentally Friendly:** Rehabilitating manholes with OBIC Armor can help minimize the environmental impact associated repairs.
- **18. Expertly Trained and Certified Installation:** All OBIC installers are required to be professionally trained at the OBIC facility in Ohio to be certified. And OBIC materials can only legally be installed by Certified installers maintaining the highest quality standards.

Think of it like a piece of plywood. If you were to dissect the sheet of plywood, while any single layer of the wood has strength of its own, when combined with multiple layers of additional wood it proves to be extremely strong as a system.

These advantages make OBIC Armor a valuable solution for the rehabilitation and protection of manholes, pump stations, wastewater treatment plants and many other applications extending their lifespan and ensuring their functionality.



How does OBIC Armor work?

Once the certified installer arrives on the project site and completes all safety related task the following steps are followed:

1. The structure is prepped using high pressure water.
2. The manhole frame is cleaned, and primer is applied.
3. All leaks are stopped.
4. The structure is dried to a saturation of surface dry. This is accomplished when you can touch the structure wall and once you pull it away there is no moisture on your hand.
5. The Adhesion Layer is applied. This is the first coat of OBIC 1000 and is applied at a thickness of 50 mils. This layer is attached to the bottom portion of the manhole casting to provide a monolithic liner system.
6. Next the Surfacing Layer is applied. This is the OBIC 1306 (closed cell foam). This layer is about 400 mils thick.
7. The OBIC Armor system is completed by applying the Final Barrier Layer of OBIC 1000 at a wet film thickness of 50 mils. The complete OBIC Armor lining system is approximately 500 mils thick (1/2").
8. The final step of the process is validating the installation by stamping both the date of the liner installation and the OBIC logo into the liner. The 10-year warranty starts from this date and there is never a question as to when the liner was installed.



Adhesion Layer



Surfacing Layer



Final Barrier Layer

Conclusion

OBIC Armor is an excellent choice for protecting structures in the wastewater industry, helping to extend the lifespan of critical infrastructure and reduce maintenance costs. Not only does it save cost, but it also contributes to the overall efficiency and reliability of wastewater systems.



REHABILITATION OF EXISTING MANHOLES**PART 1 - GENERAL****1.01 SECTION INCLUDES**

Rehabilitation of existing manholes.

1.02 DESCRIPTION OF WORK

Rehabilitate existing manholes to waterproof and to prevent inflow and infiltration, to prevent corrosion, or to reestablish the structural integrity of the manhole. Includes construction of structural liners, protective liners, and chimney seals.

1.03 SUBMITTALS

Follow the General Provisions (Requirements) and Covenants as well as the following:

- A. Concrete mix design, if required by the Engineer.
- B. Catalog cuts of all mortar mixes, sealants, and liners.

1.04 SUBSTITUTIONS

Follow the General Provisions (Requirements) and Covenants

1.05 DELIVERY, STORAGE, AND HANDLING

Follow the General Provisions (Requirements) and Covenants.

1.06 SCHEDULING AND CONFLICTS

Follow the General Provisions (Requirements) and Covenants.

1.07 SPECIAL REQUIREMENTS

None.

1.08 MEASUREMENT AND PAYMENT**A. Rubber Chimney Seal:**

1. **Measurement:** Each rubber chimney seal installed on an existing manhole will be counted.
2. **Payment:** Payment will be made at the unit price for each chimney seal.
3. **Includes:** Unit price includes, but is not limited to, all necessary compression or expansion bands and extension sleeves as necessary to complete chimney seal.

B. Urethane Chimney Seal:

1. **Measurement:** Each urethane chimney seal installed on an existing manhole will be counted.
2. **Payment:** Payment will be at the unit price for each urethane chimney seal.

1.08 MEASUREMENT AND PAYMENT (Continued)**C. In-Situ Manhole Replacement, Cast-in-place Concrete:**

1. **Measurement:** The vertical dimension of in-situ manhole replacement will be measured in feet from the lowest flowline to the top of the rim.
2. **Payment:** Payment will be at the unit price per vertical foot.
3. **Includes:** Unit price includes, but is not limited to, handling of sewer flows as required to properly complete the installation, invert overlay as recommended by the manufacturer, replacement of existing casting with a new casting, and testing the manhole upon completion.

D. In-Situ Manhole Replacement, Cast-in-place Concrete with Plastic Liner:

1. **Measurement:** The vertical dimension of in-situ manhole replacement with plastic liner will be measured in feet from the lowest flowline to the top of the rim.
2. **Payment:** Payment will be at the unit price per vertical foot.
3. **Includes:** Unit price includes, but is not limited to, handling of sewer flows as required to properly complete the installation, invert overlay as recommended by the manufacturer, replacement of existing casting with a new casting, sealing at the frame and cover, sealing pipe penetrations as recommended by the manufacturer, and testing the manhole upon completion.

E. Manhole Lining with Centrifugally Cast Cementitious Mortar Liner with Epoxy Seal

1. **Measurement:** The vertical dimension of manhole lining will be measured for depth in feet from the bottom of the lining to the top of the lining for each liner thickness specified.
2. **Payment:** Payment will be at the unit price per vertical foot for each liner thickness.
3. **Includes:** Unit price includes, but is not limited to, the handling of sewer flows during lining operations as required to properly complete the installation, and replacement of the existing casting with a new casting.

PART 2 - PRODUCTS**2.01 CHIMNEY SEAL**

A. Rubber: Comply with Section 6010, 2.11 for external and internal rubber chimney seals.

B. Urethane Chimney Seal:

1. Use only when specified in the contract documents.
2. Comply with the following table for the physical properties.

Table 6020.01: Physical Properties

Property	ASTM Test Method	Acceptable Value
Elongation	D 412	800%, minimum
Tensile Strength	D 412	1150 psi, minimum
Adhesive Strength	D 903	175 lb/in, minimum
Pressure Resistance	C 1244	2 minutes

2.02 IN-SITU MANHOLE REPLACEMENT, CAST-IN-PLACE CONCRETE

- A. Forming System:** Provide an internal forming system capable of forming a new and structurally independent manhole wall within the existing manhole, with the specified thickness and conforming to the general shape of the existing manhole.
- B. Concrete:** Type I/II portland cement with 5/8 inch minus coarse aggregate with fiber reinforcement and water reducer, 4,000 psi minimum 28 day compressive strength or as approved by the Engineer.
- C. Plastic Liner:** When specified, provide a PVC or PE plastic liner resistant to degradation by sulfuric acid. Use a liner capable of being attached to the exterior of the forming system during erection of the forms. Use a plastic liner with a ribbed or studded exterior surface suitable for anchoring to the newly formed interior wall.
- D. Casting:** Provide new casting. Comply with Section 6010, 2.10.

2.03 CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER WITH EPOXY SEAL

A. Cementitious Lining:

1. Use a high-strength, high-build, corrosion-resistant mortar, based on Portland cement fortified with micro silica. Mixed mortar is to have a paste-like consistency that may be sprayed, cast, pumped, or gravity-flowed into any area 1/2 inch and larger.

2.03 CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER WITH EPOXY SEAL (Continued)

2. Comply with the following table for physical properties.

Table 6020.02: Physical Properties

Property	Value
Unit Weight	125 pcf
Set Time at 70° F ASTM C 403 Initial Set / Final Set	240 minutes / 440 minutes
Modulus of Elasticity ASTM C 469 24 hours / 28 days	180,000 psi / 1,150,000 psi
Flexural Strength ASTM C 293 24 hours / 28 days	650 psi / 800 psi
Compressive Strength ASTM C 109 24 hours / 28 days	3,000 psi / 10,000 psi
Tensile Strength ASTM C 307	600 psi
Shear Bond ASTM C 882	>1,000 psi
Shrinkage ASTM C 157	None
Chloride Permeability ASTM C 1202	<550 Coulombs

3. Use a lining containing a liquid admixture for the prevention of micro-biologically induced corrosion.

B. Corrosion-Resistant Epoxy Lining:

1. Use a two-component 100% solids epoxy formulated for use in sewer systems.
2. Comply with the following table for physical properties.

Table 6020.03: Physical Properties

Property	Value
Dry Time	4-6 hours at 75° F
Compressive Strength ASTM D 695	16,800 psi
Flexural Strength ASTM D 790	13,900 psi
Tensile Strength ASTM D 638	12,400 psi
Hardness ASTM D 2240	68-72 Shore D
Heat Distortion ASTM D 648	220°F
Ultimate Elongation ASTM D 638	4.5 %
Adhesive Shear ASTM C 882	1,000 psi

- C. Casting:** Provide new casting. Comply with Section 6010, 2.10.

PART 3 - EXECUTION**3.01 CHIMNEY SEAL**

A. Rubber Chimney Seal: Comply with Section 6010, 3.01.

B. Urethane Chimney Seal: Use only when specified in the contract documents.

1. Prepare the surface according to the manufacturer's recommendations, including sandblasting, pressure washing, sealing leaks or gaps, and drying the surface.
2. Apply primer, prepare product, and brush-apply the seal to a minimum thickness of 175 mils, covering 2 inches above the bottom of the frame and the entire adjustment ring area to 3 inches below the bottom adjustment ring.

3.02 IN-SITU MANHOLE REPLACEMENT, CAST-IN-PLACE CONCRETE

A. Preparation: Prepare according to the forming system manufacturer's recommendations, including the following:

1. Clean the existing surface to remove loose material and debris.
2. Remove existing steps that might interfere with the erection of the forms.
3. Control infiltration that may affect placement of concrete.

B. Installation: Install and test according to the forming system manufacturer's recommendations, including the following:

1. Place pipe extensions through the structure to maintain flow during installation.
2. Erect forms inside the manhole. Secure the assembled internal forms to prevent shifting and to provide sufficient stiffness and strength to prevent collapse.
3. Install a plastic liner when specified.
4. Seal the forms at the bottom of the manhole to ensure the concrete does not enter the sewer.
5. Carefully place concrete between the forms and the existing manhole walls. Place concrete from the bottom up to prevent segregation of concrete.
6. Consolidate concrete as required to fill all pockets, seams, and cracks within the existing manhole wall.
7. Remove the forms when the concrete has cured sufficiently.
8. Weld and test joints if a plastic liner is installed.
9. Apply a sealing strip around the circumference of the invert top where it meets the vertical wall and around all pipe penetrations to form a waterstop.
10. Overlay the invert top with concrete or high-strength mortar. Vary thickness from 3 inches at the wall to 1/2 inch at the edge of the channel.
11. Apply an epoxy lining to the invert top. Apply clean sand to the epoxy to create a non-slip surface.

3.02 IN-SITU MANHOLE REPLACEMENT, CAST-IN-PLACE CONCRETE (Continued)

12. Seal the plastic liner to the manhole casting and existing pipe stubs as recommended by the manufacturer.
13. Install new casting.

3.03 CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINER WITH EPOXY SEAL

A. Surface Preparation: Prepare according to the manufacturer's recommendations, including the following:

1. Wash the interior with a high-pressure washer.
2. Plug active leaks with the appropriate sealing material.

B. Mortar Application: Apply according to the manufacturer's recommendations, including the following:

1. Apply with a rotating centrifugal casting applicator, beginning at the bottom of the manhole.
2. Retrieve the applicator head at the manufacturer's recommended speed to achieve the desired thickness.
3. Apply to the full required thickness utilizing multiple passes as necessary. Minimize the time between passes so subsequent passes are cast against fresh mortar.
4. Verify thickness with a wet gauge at several locations to ensure proper depth.
5. Hand-apply high-strength mortar to the invert surface. Vary thickness from 3 inches at the wall to 1/2 inch at the edge of the channel.

C. Epoxy Seal Application: Seal according to the manufacturer's recommendations, including the following:

1. Apply with a rotating centrifugal casting applicator or airless sprayer onto the fresh mortar liner.
2. If the epoxy seal is applied more than 24 hours after application of the mortar liner, or if the mortar liner is contaminated, clean the liner and then apply the epoxy.

D. Finishing: Install a new casting.

3.04 CLEANING, INSPECTION, AND TESTING

Comply with Section 6030 for in-situ manhole replacement and centrifugally cast mortar lined rehabilitation.

END OF SECTION

SECTION 09960

STRUCTURAL, CORROSION, and INFILTRATION

PROTECTION LINING

PART 1 - GENERAL

1.01 SUMMARY

- A.** This section covers work, materials and equipment required to install a monolithic multi-layer/component concrete manhole/wetwell lining system to provide structural advantage, infiltration and corrosion protection.
- B.** This section includes procedures for surface preparation, cleaning, application and testing.

1.02 SUBMITTALS

- A.** Submit technical data sheets on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
- B.** Material Safety Data Sheets (MSDS) for each product used.
- C.** Submit technical data sheets and project specific data for repair materials to be top coated with the coating products including application, cure time and surface preparation.
- D.** Provide samples of the cured system including stepped samples showing stages of multi-layer/component applications.
- E.** Applicator Qualifications:
 - 1. Manufacturer and Contractor specializing in the performance of work specified in this section with a minimum of three (3) years documented experience and 3,000 vertical feet of application or supervised professionally trained and certified installers.
 - 2. Five (5) references of municipal sanitary sewer projects successfully performed within the past three years for projects similar in size and scope.

1.03 QUALITY ASSURANCE

- A.** Coating material shall be produced in an ISO 9001 certified facility.
- B.** Furnish materials of quality required by ASTM standards or other approved standards and specification.
- C.** Coating products shall be capable of being installed and curing properly within the
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specified environments. Coating products shall be resistant to all forms of chemical or bacteriological attack found in municipal sanitary sewer systems and capable of adhering to the substrates and repair products.

- D. Coating products must have been tested by and passed ASTM G210-13 Severe Wastewater Analysis Testing (SWAT).
- E. Repair product(s) shall be fully compatible with coating product(s) including ability to bond effectively to the host substrate and coating product(s) forming a composite system.
- F. Contractor shall utilize equipment for the spray application of the coating product(s) which has been approved by the coating product manufacturer; and, Contractor shall have received training on the operation and maintenance of said equipment from the coating product manufacturer.
- G. Contractor shall be trained by, or have their training approved and certified by, the coating product manufacturer for the handling, mixing, application and inspection of the coating product(s) to be used as specified herein.
- H. Contractor shall be trained in the use of testing or inspection instrumentation and knowledgeable of the proper use, preparation and installation of the coating products to be used as specified herein.
- I. Provide guarantee against defective materials and workmanship in accordance with the requirements of these specifications.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Handling: Prevent moisture damage and contamination of materials during delivery and handling.
- B. Storage: Store materials in undamaged condition with seals and labels intact as packaged by the manufacturer.
 - 1. Liquid products shall be protected from freezing while being stored.

1.05 DEFINITIONS:

- A. Cleaning: Removal of sand, dirt, roots, grease and all other solid or semi-solid material from the structures as required for proper application of patching and coating products.
- B. Faults: Leaking joints, cracks, breaks or other imperfections in the structure.

1.06 JOB CONDITIONS

A. Environmental Requirements:

1. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the Manufacturer. Do not apply the products of this Section to frozen surfaces.
2. Do not apply coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the Manufacturer.

B. Protection:

1. Public Safety: If public safety is endangered during the progress of the rehabilitation work, provide adequate protective measures to protect public pedestrian and vehicular traffic on streets and walkways.
 - a. Signs, signals and barricades used shall conform to requirements of Federal, State and Local laws, rules, regulations, precautions, orders, and decrees.
2. Existing Facilities Protection: Protect existing structures from damage due to operations associated with work of this Section.
3. Personnel Protection: It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals are under the control of the Contractor at all times and are not available to unauthorized personnel or animals.

1.07 WARRANTY

- A. Manufacturer and Applicator warrant the liner system against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to prevent the internal deterioration or corrosion of the structure or prevent groundwater infiltration. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired at no cost to the Owner. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with requirements, manufacturers that may be used include:

1. OBIC, LLC.

2.02 PROTECTIVE LINING SYSTEM MATERIALS

A. The protective lining system shall be a multi-layer/component protective lining system, OBIC including:

1. Polyurea Adhesion Coating
2. Polymer Surfacer Layer
3. Final Polyurea Armor Layer

2.03 LINER SYSTEM ARMOR LAYER

A. 100% solids, no volatile organic compound (VOC), moisture tolerant, elastomeric polyurea coating to provide structural advantage, infiltration and corrosion protection. Material shall be capable of curing properly given the project site conditions and temperatures conforming to the following minimum physical requirements:

<u>Property</u>	<u>Value</u>
Hardness, D-2240	D 48
Tensile strength, D-412	3315 psi
100% Modulus, D-412	1668 psi
200% Modulus, D-412	1960 psi
300% Modulus, D-412	2650 psi
Tear resistance/DIE-C, D-624	417 pli
Ultimate elongation, D-412	395 %
Taber Abrasion, mg loss CS17	15 mg loss
Flexibility, 1/8" mandrel	Pass
ASTM G210-13 SWAT	Pass

2.04 LINER SYSTEM SURFACER LAYER

A. 100% solids, no volatile organic compound (VOC), moisture tolerant, elastomeric polyurethane coating to provide infiltration and corrosion protection. Material shall be capable of curing properly given the project site conditions and temperatures conforming to the following minimum physical requirements:

<u>Product Type</u>	<u>Value</u>
Density (ASTM D – 1622	6-8 pcf
Compressive Strength 1"	130-180 psi
Closed Cell Content	> 94%
Water Absorption	< 0.03 lbs/sqft

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Maximum Service Temp	180 deg
Viscosity (A side) @ 72 deg F	675 cps
Viscosity (B side) @ 72 deg F	200 cps

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A.** Conduct surface preparation program to include monitoring of atmosphere for hydrogen sulfide, methane, low oxygen or other gases, approved flow control equipment, and surface preparation equipment.
- B.** Surface preparation methods may include high pressure water cleaning, hydro blasting, abrasive blasting, grinding, detergent water cleaning and shall be suited to provide a surface compatible for installation of the liner system.
- C.** Surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, brick or mortar, contaminants or debris, and shall display a surface profile suitable for application of liner system.
- D.** After the defects in the structure are identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be "repaired with a urethane-based chemical" sealant. Product to be utilized shall be as approved by owner/engineer prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or approved alternative method.

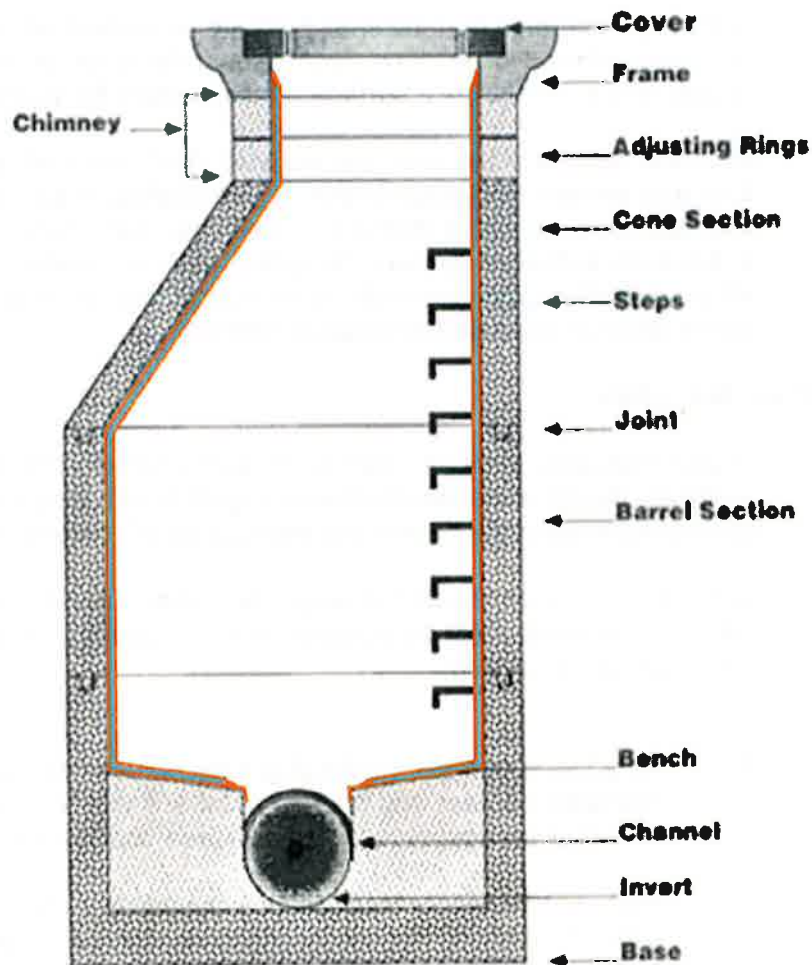
3.02 REPAIR MATERIALS

- A.** Repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces. Repair materials shall be compatible with the polyurea coating and shall be applied in accordance with the manufacturer's recommendations.
- B.** Subject to compliance with the polyurea coating manufacturer's requirements, the following products shall be acceptable as compatible repair base coat materials for polyurea top coating:
 - 1. A hydraulic cement and/or plug shall be used to stop active infiltration. The hydraulic cement and plug shall be suitable for the polyurea top coating, and shall be approved by the polyurea coating manufacturer.
 - 2. Hydrophobic and/or Hydrophilic polyurethane chemical grouts used to stop active infiltration. The chemical grouts shall be suitable for the polyurea top coating, and shall be approved by the polyurea coating manufacturer.

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3.03 MATERIAL INSTALLATION

- A. Application procedures shall conform to recommendations of the manufacturer, including materials handling, mixing, environmental controls during application, safety and spray equipment.
- B. Spray equipment shall be specifically designed to accurately ratio and apply the liner system.
- C. Application of multi-layer/component liner system shall be in strict accordance with manufacturer's recommendation. Final installation shall be a minimum of ½" (500 mils).
 - 1. Adhesion Layer (not intended to fill small voids)
 - 2. Surfacer Layer (intended to fill voids, bug holes)
 - 3. Armor Layer



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3.04 INSPECTION

- A.** Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein (500 mils).
- B.** Due to the fast gel and set time of the material, thickness of the application can be verified by awl point depth checks into the surfacer component and physical removal of a small area of the polyurea material. Repair of the test areas to be done immediately after the test.
- C.** High Voltage Holiday Detection may be used to inspect for pinholes or breaches in the liner system installation.
- D.** Visual inspection shall be made by the Owner/Engineer. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by Manufacturer.
- E.** The manhole/wetwell may be returned to full operational service after the final inspection has taken place.

END OF SECTION

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BILLS FOR APPROVAL SUMMARY
May 17, 2024

Computer Bill Lists

Regular Bills 5/17/24		\$ 1,548,293.82
Special Ck Run 5/7/24	Elderly	280.00
Payroll Vendor Checks 5/10/24		17,267.02
Payroll Vendor ACH Payments 5/10/24		97,927.28
	Subtotal	\$ 1,663,768.12

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance May	\$ 82,000.00
Wellmark Insurance	Health/Dental Insurance May	82,000.00
Payroll Account	Transfer	475,240.14
Treasurer State of Iowa	State Tax Withholding	30,230.88
IPERS	April Contributions	120,912.91
Internal Revenue Service	Federal Withholding	124,501.28
Maverik	Fuel Costs	8,719.68
	Subtotal	\$ 923,604.89

Voucher Program

Various Landlords	Estimated June Rent	\$ 185,000.00
		\$ 185,000.00

Total Expenditures	\$ 2,772,373.01
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Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 05/14/2024 - 2:30PM
 Batch: 00002.05.2024



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.04.2024 Life Insurance	04/26/2024	0	3.27	
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.04.2024 Life Insurance	04/26/2024	0	1.20	
	Vendor Subtotal:				4.47	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00002.04.2024 Optional Life	04/26/2024	0	319.43	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00001.04.2024 Optional Life	04/12/2024	0	319.42	
	Vendor Subtotal:				638.85	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	1,260.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	1,687.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	2,090.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	6,408.34	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	765.00	
	Vendor Subtotal:				12,211.34	
1000-01-1121-61220	DENTONS DAVIS BROWN PC	March Legal	05/14/2024	0	484.50	
	Vendor Subtotal:				484.50	
1000-01-1131-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	53.76	
	Vendor Subtotal:				53.76	
1000-01-1131-46600	RELIANCE STANDARD LIFE INS CO	LT May 24	05/14/2024	0	66.23	
	Vendor Subtotal:				66.23	

1000-01-1131-61340	TCM BANK NA VISA	Adobe - Adobe ID	05/14/2024	0	59.99
		Vendor Subtotal:			59.99
1000-01-1131-62310	XEROX CORPORATION	December Copies	05/13/2024	0	12.69
1000-01-1131-62310	XEROX CORPORATION	January Copies	05/13/2024	0	5.42
1000-01-1131-62310	XEROX CORPORATION	February Copies	05/13/2024	0	16.71
1000-01-1131-62310	XEROX CORPORATION	March Copies	05/13/2024	0	6.52
1000-01-1131-62310	XEROX CORPORATION	April Copies	05/13/2024	0	8.68
		Vendor Subtotal:			50.02
1000-01-1131-69400	TCM BANK NA VISA	Society for Human Resources - Members	05/14/2024	0	264.00
		Vendor Subtotal:			264.00
1000-01-1132-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	18.44
		Vendor Subtotal:			18.44
1000-01-1132-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	22.61
		Vendor Subtotal:			22.61
1000-01-1132-62310	XEROX CORPORATION	December Copies	05/13/2024	0	3.63
1000-01-1132-62310	XEROX CORPORATION	January Copies	05/13/2024	0	1.55
1000-01-1132-62310	XEROX CORPORATION	February Copies	05/13/2024	0	4.77
1000-01-1132-62310	XEROX CORPORATION	March Copies	05/13/2024	0	1.86
1000-01-1132-62310	XEROX CORPORATION	April Copies	05/13/2024	0	2.48
		Vendor Subtotal:			14.29
1000-01-1132-64120	TCM BANK NA VISA	Westin - Lodging Romagnoli	05/14/2024	0	587.70
1000-01-1132-64120	TCM BANK NA VISA	Chazitos Latin Cuisine - Meal Romagnoli	05/14/2024	0	18.94
		Vendor Subtotal:			606.64
1000-01-1132-64200	TCM BANK NA VISA	NPELRA - Registration Petersen	05/14/2024	0	295.00

			Vendor Subtotal:		295.00
1000-01-1132-64400	TCM BANK NA VISA	Starbucks - Breakfast	05/14/2024	0	4.85
			Vendor Subtotal:		4.85
1000-01-1144-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	5.31
			Vendor Subtotal:		5.31
1000-01-1144-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	6.12
			Vendor Subtotal:		6.12
1000-05-1141-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	31.35
			Vendor Subtotal:		31.35
1000-05-1141-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	53.89
			Vendor Subtotal:		53.89
1000-05-1141-51200	TCM BANK NA VISA	GFOA - Blue Book 2024	05/14/2024	0	199.00
			Vendor Subtotal:		199.00
1000-05-1141-64200	TCM BANK NA VISA	IA Society CPA - Registration	05/14/2024	0	355.00
		Lueck			
			Vendor Subtotal:		355.00
1000-05-1141-69400	TCM BANK NA VISA	IMFOA - Dues	05/14/2024	0	20.00
		Lueck			
			Vendor Subtotal:		20.00
1000-05-1143-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	42.49
			Vendor Subtotal:		42.49

1000-05-1143-46600	RELIANCE STANDARD LIFE INS COLTD May 24		05/14/2024	0	48.78
			Vendor Subtotal:		48.78
1000-05-1143-62310	XEROX CORPORATION	April Copies	05/13/2024	0	22.31
1000-05-1143-62310	XEROX CORPORATION	April Copier	05/13/2024	0	118.55
1000-05-1143-62310	XEROX CORPORATION	April Copies	05/13/2024	0	53.55
1000-05-1143-62310	XEROX CORPORATION	March Copies	05/13/2024	0	16.78
1000-05-1143-62310	XEROX CORPORATION	February Copier	05/13/2024	0	118.55
1000-05-1143-62310	XEROX CORPORATION	February Copies	05/13/2024	0	73.77
1000-05-1143-62310	XEROX CORPORATION	March Copier	05/13/2024	0	118.55
1000-05-1143-62310	XEROX CORPORATION	March Copies	05/13/2024	0	51.48
1000-05-1143-62310	XEROX CORPORATION	February Copies	05/13/2024	0	42.98
1000-05-1143-62310	XEROX CORPORATION	January Copies	05/13/2024	0	13.91
1000-05-1143-62310	XEROX CORPORATION	December Copier	05/13/2024	0	118.55
1000-05-1143-62310	XEROX CORPORATION	December Copies	05/13/2024	0	53.02
1000-05-1143-62310	XEROX CORPORATION	January Copier	05/13/2024	0	118.55
1000-05-1143-62310	XEROX CORPORATION	January Copies	05/13/2024	0	60.36
1000-05-1143-62310	XEROX CORPORATION	December Copies	05/13/2024	0	32.63
			Vendor Subtotal:		1,013.54
1000-05-1145-63300	XEROX CORPORATION	April Copier	05/13/2024	0	166.47
1000-05-1145-63300	XEROX CORPORATION	February Copier	05/13/2024	0	166.47
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1000-05-1145-63300	XEROX CORPORATION	December Copier	05/13/2024	0	166.47
1000-05-1145-63300	XEROX CORPORATION	January Copier	05/13/2024	0	166.47
			Vendor Subtotal:		832.35
1000-05-1146-46200	RELIANCE STANDARD LIFE INS COLife Ins May		05/14/2024	0	28.01
			Vendor Subtotal:		28.01
1000-05-1146-46600	RELIANCE STANDARD LIFE INS COLTD May 24		05/14/2024	0	36.49
			Vendor Subtotal:		36.49
1000-05-1146-61310	WINSOR CONSULTING	Consulting	05/13/2024	0	60.00

Vendor Subtotal:					60.00
1000-05-1146-61340	TCM BANK NA VISA	Jamf Software - Subscription	05/14/2024	0	20.00
Vendor Subtotal:					20.00
1000-05-1146-65240	MUSCATINE POWER & WATER	April Internet - Weed Park	05/13/2024	0	83.18
1000-05-1146-65240	MUSCATINE POWER & WATER	April Internet - Greenwood	05/14/2024	0	83.18
Vendor Subtotal:					166.36
1000-10-1221-32580	NELSON ELECTRIC INC	Refund Permits SIP0072-2024/SIP0073-2	05/13/2024	0	200.00
Vendor Subtotal:					200.00
1000-10-1221-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	84.70
Vendor Subtotal:					84.70
1000-10-1221-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	119.68
Vendor Subtotal:					119.68
1000-10-1221-51100	AMAZON.COM	Tablet Case	05/13/2024	0	28.99
Vendor Subtotal:					28.99
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Monthly	05/14/2024	0	21.19
Vendor Subtotal:					21.19
1000-10-1221-62120	A NOTCH ABOVE TREE SERVICE	615 Chestnut St - Removal of Tree/Stump	05/14/2024	0	665.00 00027230
1000-10-1221-62120	A NOTCH ABOVE TREE SERVICE	615 Chestnut St - Removal of Tree/Stump	05/14/2024	0	60.00
Vendor Subtotal:					725.00
1000-10-1221-62310	XEROX CORPORATION	December Copies	05/13/2024	0	7.25

1000-10-1221-62310	XEROX CORPORATION	January Copies	05/13/2024	0	3.09
1000-10-1221-62310	XEROX CORPORATION	February Copies	05/13/2024	0	9.55
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1000-10-1221-62310	XEROX CORPORATION	April Copier	05/13/2024	0	27.58
1000-10-1221-62310	XEROX CORPORATION	April Copies	05/13/2024	0	21.00
1000-10-1221-62310	XEROX CORPORATION	April Copies	05/13/2024	0	4.96
Vendor Subtotal:					77.16
1000-10-1221-65100	QUAD CITY TIMES & MUSC JOURN.	Public Notice	05/13/2024	0	35.09
Vendor Subtotal:					35.09
1000-10-1221-65275	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	232.87
Vendor Subtotal:					232.87
1000-10-1221-65275	TCM BANK NA VISA	Google - Google Voice	05/14/2024	0	69.46
Vendor Subtotal:					69.46
1000-10-1221-65275	VERIZON	April GPS	05/06/2024	0	69.80
Vendor Subtotal:					69.80
1000-15-1311-33435	TCM BANK NA VISA	IA Judicial Branch - ATE Filing	05/14/2024	0	95.00
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1000-15-1311-33435	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	39.22
1000-15-1311-33435	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	28.48
1000-15-1311-33435	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	82.89
Vendor Subtotal:					1,005.59

1000-15-1311-33440	MUNICIPAL COLLECTIONS OF AME	Agent Fees - April	05/14/2024	0	737.00
		Vendor Subtotal:			737.00
1000-15-1311-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	283.55
		Vendor Subtotal:			283.55
1000-15-1311-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	240.46
1000-15-1311-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	11.60
		Vendor Subtotal:			252.06
1000-15-1311-51100	AMAZON.COM	Self-Inking Stamp Refill	05/13/2024	0	28.83
1000-15-1311-51100	AMAZON.COM	P-Touch Tape	05/13/2024	0	23.79
		Vendor Subtotal:			52.62
1000-15-1311-52890	TCM BANK NA VISA	Arrowhead - Blood/Urine Test	05/14/2024	0	245.06
1000-15-1311-52890	TCM BANK NA VISA	Lynn Peavey - Evidence Tape	05/14/2024	0	307.75
		Vendor Subtotal:			552.81
1000-15-1311-53110	MENARDS (MUSC)	Flat Washer	05/13/2024	0	9.81
		Vendor Subtotal:			9.81
1000-15-1311-61340	WEST PUBLISHING CORPORATION	Clear Web Plus	05/13/2024	0	469.97
		Vendor Subtotal:			469.97
1000-15-1311-62310	XEROX CORPORATION	April Copies	05/13/2024	0	2.48
1000-15-1311-62310	XEROX CORPORATION	March Copies	05/13/2024	0	1.86
1000-15-1311-62310	XEROX CORPORATION	February Copies	05/13/2024	0	4.77
1000-15-1311-62310	XEROX CORPORATION	January Copies	05/13/2024	0	1.55
1000-15-1311-62310	XEROX CORPORATION	December Copies	05/13/2024	0	3.63
		Vendor Subtotal:			14.29

1000-15-1311-62370	LUPTON & TOYNE PRINTERS	Parent Response/Animal Redemption	05/13/2024	0	175.00
1000-15-1311-62370	LUPTON & TOYNE PRINTERS	Business Cards - Elliott	05/13/2024	0	30.00
		Vendor Subtotal:			205.00
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 4/21/24	05/13/2024	0	810.80
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 4/28/24	05/13/2024	0	810.80
		Vendor Subtotal:			1,621.60
1000-15-1311-62530	STERICYCLE INC	Shredding	05/06/2024	0	38.18
		Vendor Subtotal:			38.18
1000-15-1311-64120	TCM BANK NA VISA	Hilton Garden Inn - Lodging Jirak	05/14/2024	0	121.61
		Vendor Subtotal:			121.61
1000-15-1311-64200	TCM BANK NA VISA	PSI - Drone Test Mullen	05/14/2024	0	175.00
1000-15-1311-64200	TCM BANK NA VISA	PSI - Refund Drone Test	05/14/2024	0	-175.00
1000-15-1311-64200	TCM BANK NA VISA	PSI - Refund Drone Test	05/14/2024	0	-175.00
1000-15-1311-64200	TCM BANK NA VISA	PSI - Drone Test	05/14/2024	0	175.00
1000-15-1311-64200	TCM BANK NA VISA	GMCCI - Registration O'Connor	05/14/2024	0	75.00
1000-15-1311-64200	TCM BANK NA VISA	GMCCI - Registration Patel	05/14/2024	0	75.00
1000-15-1311-64200	TCM BANK NA VISA	NTOA - Registration Elliott	05/14/2024	0	489.00
		Vendor Subtotal:			639.00
1000-15-1311-65210	MUSCATINE POWER & WATER	April Phones - PSB	05/06/2024	0	45.91
		Vendor Subtotal:			45.91
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier Maintenance	05/13/2024	0	62.24
		Vendor Subtotal:			62.24
1000-15-1311-67320	TCM BANK NA VISA	Mooring Tech - Refund	05/14/2024	0	-1.60
		Vendor Subtotal:			-1.60

1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	17.65
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	21.15
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	17.65
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage	05/14/2024	0	19.75
Vendor Subtotal:					76.20
1000-15-1311-74200	UNIFORM DEN INC	Ballistic Vest - Bryant	05/13/2024	0	685.95
1000-15-1311-74200	UNIFORM DEN INC	Ballistic Vest - Dabit	05/13/2024	0	749.94
1000-15-1311-74200	UNIFORM DEN INC	Ballistic Vest - Cabrera	05/13/2024	0	749.41
Vendor Subtotal:					2,185.30
1000-15-1312-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	3.13
Vendor Subtotal:					3.13
1000-15-1312-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	13.78
Vendor Subtotal:					13.78
1000-15-1312-52890	MENARDS (MUSC)	Animal Food	05/13/2024	0	12.91
Vendor Subtotal:					12.91
1000-15-1315-64200	OHIO TACTICAL OFFICERS ASSOCI	Registrations	05/14/2024	0	4,050.00
Vendor Subtotal:					4,050.00
1000-15-1316-52500	TCM BANK NA VISA	Radar K9 - K9 Collar	05/14/2024	0	35.00
1000-15-1316-52500	TCM BANK NA VISA	RayAllen - K9 Pinch Collar	05/14/2024	0	53.98
Vendor Subtotal:					88.98
1000-15-1316-69400	TCM BANK NA VISA	Pactrack - Membership Griffin	05/14/2024	0	140.00
Vendor Subtotal:					140.00

1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	March DTF Phones	05/13/2024	0	130.78
		Vendor Subtotal:			130.78
1000-20-1321-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	408.41
		Vendor Subtotal:			408.41
1000-20-1321-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	183.17
		Vendor Subtotal:			183.17
1000-20-1321-51100	AMAZON.COM	Lanyards	05/06/2024	0	14.39
		Vendor Subtotal:			14.39
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Logo	05/13/2024	0	16.00 00025204
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Logo	05/13/2024	0	3.50
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Logo	05/13/2024	0	16.00 00025205
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Logo	05/13/2024	0	3.50
		Vendor Subtotal:			39.00
1000-20-1321-52840	FELD FIRE	CompX Series 150 HID iCLASS/Numeri	05/06/2024	0	832.00 00025693
		Vendor Subtotal:			832.00
1000-20-1321-52860	SIGN PRO	Vehicle Graphics	05/13/2024	0	476.20 00027358
		Vendor Subtotal:			476.20
1000-20-1321-52890	ARNOLD MOTOR SUPPLY	Stripe Off Wheel	05/13/2024	0	45.46
		Vendor Subtotal:			45.46
1000-20-1321-52890	AMAZON.COM	Interval Timer	05/06/2024	0	37.99
		Vendor Subtotal:			37.99

1000-20-1321-52890	TCM BANK NA VISA	Harbor Freight - Magnet Paper Towel Ho	05/14/2024	0	13.99
		Vendor Subtotal:			13.99
1000-20-1321-52890	FIRST LINE TECHNOLOGY HQ	HazMat Training Supplies	05/06/2024	0	275.00 00026959
		Vendor Subtotal:			275.00
1000-20-1321-53150	MENARDS (MUSC)	Power Supply Cord	05/06/2024	0	7.99
		Vendor Subtotal:			7.99
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Left Side Armrest	05/06/2024	0	34.05
		Vendor Subtotal:			34.05
1000-20-1321-61560	EQUIAN LLC	Medical Fee K McCarthy DOS 3/18/24	05/06/2024	0	8,196.96
		Vendor Subtotal:			8,196.96
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	463.14
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	59.91
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	730.35
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	71.76
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	263.01
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	567.16
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	101.38
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	68.14
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	95.79
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	439.11
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	23.29
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	485.57
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	1,215.50
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	408.50
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	355.50
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	10,808.66
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 3/18/24 Code:	05/06/2024	0	630.03
		Vendor Subtotal:			16,786.80

1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST Laundry - Fire		05/06/2024	0	30.39
	Vendor Subtotal:				30.39
1000-20-1321-62310	XEROX CORPORATION	December Copies	05/13/2024	0	7.25
1000-20-1321-62310	XEROX CORPORATION	January Copies	05/13/2024	0	3.09
1000-20-1321-62310	XEROX CORPORATION	February Copies	05/13/2024	0	9.55
1000-20-1321-62310	XEROX CORPORATION	March Copies	05/13/2024	0	3.73
1000-20-1321-62310	XEROX CORPORATION	April Copies	05/13/2024	0	4.96
	Vendor Subtotal:				28.58
1000-20-1321-62370	SIGN PRO	Nameplate Oien	05/06/2024	0	13.50
	Vendor Subtotal:				13.50
1000-20-1321-62370	SYCAMORE PRINTING INC	Certificate of Exemplary Service - E Josly	05/06/2024	0	5.66
	Vendor Subtotal:				5.66
1000-20-1321-64120	TCM BANK NA VISA	Fairfield Altoona - Lodging Ewers	05/14/2024	0	304.64
	Vendor Subtotal:				304.64
1000-20-1321-65240	MUSCATINE POWER & WATER	April Phones - PSB	05/06/2024	0	42.78
	Vendor Subtotal:				42.78
1000-20-1321-67130	CURRY'S RD TRUCK & TRAILER RE	Emergency Repairs - Wrecker Service En	05/06/2024	0	472.50 00027271
	Vendor Subtotal:				472.50
1000-20-1321-67320	FELD FIRE	Maintenance SCBA	05/06/2024	0	115.00
	Vendor Subtotal:				115.00
1000-20-1321-69200	PACK-N-SHIP	Shipping	05/06/2024	0	11.06

			Vendor Subtotal:		11.06
1000-20-1321-69200	PANTHER UNIFORMS INC	Lammers Coat Shipping	05/06/2024	0	9.04
1000-20-1321-69200	PANTHER UNIFORMS INC	Bartels Jacket Shipping	05/06/2024	0	11.15
			Vendor Subtotal:		20.19
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	HMAO/FFA - Christiansen & Numkena	05/06/2024	0	200.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	HMAO/FFA - Krieger	05/06/2024	0	100.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	FO1 - B Barrett	05/13/2024	0	50.00
			Vendor Subtotal:		350.00
1000-25-1115-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	3.00
			Vendor Subtotal:		3.00
1000-25-1115-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	5.12
			Vendor Subtotal:		5.12
1000-25-1115-61550	GENESIS HEALTH SYSTEM-OCC HL	Biometric Screenings	05/13/2024	0	6,000.00 00026815
1000-25-1115-61550	GENESIS HEALTH SYSTEM-OCC HL	Biometric Screenings	05/13/2024	0	1,636.00 00027336
			Vendor Subtotal:		7,636.00
1000-25-1115-61550	ARMOR UP AMERICA	May EAP	05/06/2024	0	318.50
			Vendor Subtotal:		318.50
1000-25-1411-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	3.13
			Vendor Subtotal:		3.13
1000-25-1411-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	16.38
			Vendor Subtotal:		16.38

1000-25-1411-52300	MACK SMITH	Reimb Shoes - M Smith	05/14/2024	0	75.00
		Vendor Subtotal:			75.00
1000-25-1411-52740	SINCLAIR	Oil	05/13/2024	0	13.26
		Vendor Subtotal:			13.26
1000-25-1411-52840	S.J. SMITH CO.	Side Shield	05/13/2024	0	15.88
		Vendor Subtotal:			15.88
1000-25-1411-52890	MENARDS (MUSC)	Bolts	05/13/2024	0	49.73
		Vendor Subtotal:			49.73
1000-25-1411-53220	ARNOLD MOTOR SUPPLY	Ring	05/13/2024	0	7.99
1000-25-1411-53220	ARNOLD MOTOR SUPPLY	Battery	05/13/2024	0	33.28
		Vendor Subtotal:			41.27
1000-25-1411-53220	MENARDS (MUSC)	Connector/Cable	05/13/2024	0	74.56
		Vendor Subtotal:			74.56
1000-25-1411-53220	SINCLAIR	Spool Insert	05/13/2024	0	39.96
1000-25-1411-53220	SINCLAIR	Set of Pickup Bodies	05/13/2024	0	21.98
		Vendor Subtotal:			61.94
1000-25-1411-53220	TCM BANK NA VISA	Harbor Freight - Winch	05/14/2024	0	79.99
1000-25-1411-53220	TCM BANK NA VISA	Harbor Freight - Leveler	05/14/2024	0	44.99
		Vendor Subtotal:			124.98
1000-25-1411-61660	IOWA MEMORIAL GRANITE COMP	April 2024	05/13/2024	0	610.00

			Vendor Subtotal:		610.00
1000-25-1411-62210	PHELPS THE UNIFORM SPECIALIST Laundry - Greenwood		05/14/2024	0	13.05
			Vendor Subtotal:		13.05
1000-25-1411-64200	TCM BANK NA VISA	Iowa Ag - Pesticide Lic Rangel	05/14/2024	0	25.00
			Vendor Subtotal:		25.00
1000-25-1411-65210	MUSCATINE POWER & WATER	April Phones - Greenwood	05/14/2024	0	30.69
1000-25-1411-65210	MUSCATINE POWER & WATER	April Phones - Greenwood	05/14/2024	0	33.70
			Vendor Subtotal:		64.39
1000-25-1421-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	27.13
			Vendor Subtotal:		27.13
1000-25-1421-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	32.91
			Vendor Subtotal:		32.91
1000-25-1421-62310	XEROX CORPORATION	April Copies	05/13/2024	0	2.48
1000-25-1421-62310	XEROX CORPORATION	March Copies	05/13/2024	0	1.86
1000-25-1421-62310	XEROX CORPORATION	February Copies	05/13/2024	0	4.77
1000-25-1421-62310	XEROX CORPORATION	January Copies	05/13/2024	0	1.55
1000-25-1421-62310	XEROX CORPORATION	December Copies	05/13/2024	0	3.63
			Vendor Subtotal:		14.29
1000-25-1423-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	34.38
			Vendor Subtotal:		34.38
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	14.85
1000-25-1423-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	92.64

		Vendor Subtotal:			107.49
1000-25-1423-52100	MENARDS (MUSC)	Top Soil	05/13/2024	0	35.90
		Vendor Subtotal:			35.90
1000-25-1423-52100	CR LANDSCAPING	FREIGHT	05/13/2024	0	750.00 00027079
1000-25-1423-52100	CR LANDSCAPING	SHAGBARK HICKORY, CARYA OVA	05/13/2024	0	600.00 00027079
1000-25-1423-52100	CR LANDSCAPING	AMERICAN HOPHORNBEAN, OSTRY	05/13/2024	0	561.00 00027079
1000-25-1423-52100	CR LANDSCAPING	TULIP TREE, LIRIODENDRON TULIP	05/13/2024	0	900.00 00027079
1000-25-1423-52100	CR LANDSCAPING	DAWN REDWOOD, METASEQUOIA (	05/13/2024	0	295.00 00027079
1000-25-1423-52100	CR LANDSCAPING	CUCUMBER MAGNOLIA, MAGNOLL	05/13/2024	0	295.00 00027079
1000-25-1423-52100	CR LANDSCAPING	GINKGO, GINKGO BILOBA 1.5"	05/13/2024	0	620.00 00027079
		Vendor Subtotal:			4,021.00
1000-25-1423-52300	GARY CLESTER	Reimb Shoes - G Clester	05/14/2024	0	75.00
		Vendor Subtotal:			75.00
1000-25-1423-52400	TCM BANK NA VISA	Royce Rolls - Toilet Paper Restrictor	05/14/2024	0	88.08
1000-25-1423-52400	TCM BANK NA VISA	Uline - Hand Soap	05/14/2024	0	43.50
		Vendor Subtotal:			131.58
1000-25-1423-52810	DOUGLAS SPORTS EQUIPMENT	TN-36DMT TENNIS NETS	05/13/2024	0	518.00 00026891
1000-25-1423-52810	DOUGLAS SPORTS EQUIPMENT	CENTER STRAP	05/13/2024	0	28.00 00026891
		Vendor Subtotal:			546.00
1000-25-1423-52830	FASTENAL COMPANY	Drill Bits	05/13/2024	0	68.19
		Vendor Subtotal:			68.19
1000-25-1423-52830	MENARDS (MUSC)	SHOP VAC	05/13/2024	0	144.99 00027267
1000-25-1423-52830	MENARDS (MUSC)	Xact Edger/Pruner/Glove	05/13/2024	0	83.11
		Vendor Subtotal:			228.10

1000-25-1423-52830	PLUMB SUPPLY COMPANY	Crimper	05/13/2024	0	24.97
		Vendor Subtotal:			24.97
1000-25-1423-52830	TCM BANK NA VISA	DEWALT BATTERY PACK	05/14/2024	0	159.00 00027190
		Vendor Subtotal:			159.00
1000-25-1423-52890	MENARDS (MUSC)	Coupling/Flange	05/13/2024	0	28.46
1000-25-1423-52890	MENARDS (MUSC)	Flap Disc/Shackle	05/13/2024	0	75.38
1000-25-1423-52890	MENARDS (MUSC)	Lock Nuts/Diamond Blade	05/13/2024	0	36.95
		Vendor Subtotal:			140.79
1000-25-1423-53110	MENARDS (MUSC)	Mortor Repair/Knock Out Seal	05/13/2024	0	13.31
		Vendor Subtotal:			13.31
1000-25-1423-53120	MENARDS (MUSC)	Battery/Electrical Tape	05/13/2024	0	22.16
1000-25-1423-53120	MENARDS (MUSC)	Elbow/Lock Nut/Primer/Adapter	05/13/2024	0	72.35
1000-25-1423-53120	MENARDS (MUSC)	Adapter	05/13/2024	0	0.55
1000-25-1423-53120	MENARDS (MUSC)	Conduit Body	05/13/2024	0	18.00
		Vendor Subtotal:			113.06
1000-25-1423-53130	MENARDS (MUSC)	Nipple	05/13/2024	0	2.59
		Vendor Subtotal:			2.59
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Gate Valve	05/13/2024	0	93.53
		Vendor Subtotal:			93.53
1000-25-1423-53220	ARNOLD MOTOR SUPPLY	Filter Kit/Filters	05/13/2024	0	35.40
		Vendor Subtotal:			35.40
1000-25-1423-53220	FASTENAL COMPANY	Nuts/Bolts	05/13/2024	0	21.93

		Vendor Subtotal:			21.93
1000-25-1423-53220	GRAINGER DEPT 802675066	Trailer Jack	05/13/2024	0	90.46
		Vendor Subtotal:			90.46
1000-25-1423-53220	MENARDS (MUSC)	Hitch Pin/Drywall Bags/Mount	05/13/2024	0	86.66
1000-25-1423-53220	MENARDS (MUSC)	Lock Nut/Carr Bolt	05/13/2024	0	66.34
		Vendor Subtotal:			153.00
1000-25-1423-53220	MUSCATINE LAWN & POWER	Idler Slide	05/13/2024	0	71.40
1000-25-1423-53220	MUSCATINE LAWN & POWER	Pulley	05/13/2024	0	57.29
1000-25-1423-53220	MUSCATINE LAWN & POWER	HUSTLER BLADE SET	05/14/2024	0	108.24 00027443
1000-25-1423-53220	MUSCATINE LAWN & POWER	Blade	05/14/2024	0	37.99
1000-25-1423-53220	MUSCATINE LAWN & POWER	Slide	05/13/2024	0	69.94
		Vendor Subtotal:			344.86
1000-25-1423-53220	SINCLAIR	Mowing Head	05/13/2024	0	36.99
1000-25-1423-53220	SINCLAIR	Mowing Head	05/14/2024	0	61.98
		Vendor Subtotal:			98.97
1000-25-1423-53220	TCM BANK NA VISA	Farm & Fleet - A Frame Jack Mount Brac	05/14/2024	0	78.98
		Vendor Subtotal:			78.98
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	05/13/2024	0	9.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	05/14/2024	0	9.20
		Vendor Subtotal:			18.40
1000-25-1423-64200	TCM BANK NA VISA	IDPH - State Lic Mist	05/14/2024	0	35.00
1000-25-1423-64200	TCM BANK NA VISA	ISU Extension - Companion Guide	05/14/2024	0	10.00
1000-25-1423-64200	TCM BANK NA VISA	Iowa Ag - Registration Salek	05/14/2024	0	15.00
1000-25-1423-64200	TCM BANK NA VISA	Iowa Ag - Registration Zollars	05/14/2024	0	15.00
1000-25-1423-64200	TCM BANK NA VISA	Iowa Ag - Pesticide Lic Sulzberger	05/14/2024	0	25.00

			Vendor Subtotal:		100.00
1000-25-1423-65275	VERIZON WIRELESS	April Cell Phones	05/14/2024	0	40.01
			Vendor Subtotal:		40.01
1000-25-1423-65310	ALLIANT ENERGY	April Gas - Pearl City	05/14/2024	0	253.16
1000-25-1423-65310	ALLIANT ENERGY	April Gas - Harbor	05/14/2024	0	134.26
1000-25-1423-65310	ALLIANT ENERGY	April Gas - Weed Park	05/14/2024	0	469.95
			Vendor Subtotal:		857.37
1000-25-1423-67140	MUSCATINE LAWN & POWER	Tire	05/13/2024	0	40.64
			Vendor Subtotal:		40.64
1000-25-1424-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	8.57
			Vendor Subtotal:		8.57
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	8.08
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	8.44
			Vendor Subtotal:		16.52
1000-25-1424-52720	SPRATT OIL SALES	REGULAR UNLEADED	05/13/2024	0	304.44 00027355
			Vendor Subtotal:		304.44
1000-25-1424-52730	SPRATT OIL SALES	RED-DYE DIESEL	05/13/2024	0	630.00 00027355
1000-25-1424-52730	SPRATT OIL SALES	RED-DYE DIESEL	05/13/2024	0	56.70
			Vendor Subtotal:		686.70
1000-25-1424-52830	TCM BANK NA VISA	TOOL BOX - LOCKABLE	05/14/2024	0	249.99 00027092
			Vendor Subtotal:		249.99

1000-25-1424-52890	FASTENAL COMPANY	Hardware	05/13/2024	0	12.27
		Vendor Subtotal:			12.27
1000-25-1424-53120	MENARDS (MUSC)	Bulbs	05/13/2024	0	93.93
		Vendor Subtotal:			93.93
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Fuses	05/13/2024	0	15.84
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Bead Sealer	05/14/2024	0	22.26
		Vendor Subtotal:			38.10
1000-25-1424-53220	MOTION INDUSTRIES INC	Oil Seal	05/13/2024	0	56.85
		Vendor Subtotal:			56.85
1000-25-1424-53220	MTI DISTRIBUTING INC	Bearing Assembly	05/13/2024	0	70.58
1000-25-1424-53220	MTI DISTRIBUTING INC	Bearing Assembly	05/13/2024	0	70.58
1000-25-1424-53220	MTI DISTRIBUTING INC	Ignition Switch	05/14/2024	0	38.61
1000-25-1424-53220	MTI DISTRIBUTING INC	Rocker Switch	05/14/2024	0	76.67
		Vendor Subtotal:			256.44
1000-25-1424-53220	TCM BANK NA VISA	Ebay - Trimmer Sholder Strap	05/14/2024	0	30.30
1000-25-1424-53220	TCM BANK NA VISA	Ebay - Ignition Coil	05/14/2024	0	12.99
		Vendor Subtotal:			43.29
1000-25-1424-53340	WENDLING QUARRIES INC	Ag Lime Material 4 - Trucks	05/14/2024	0	358.82 00027307
		Vendor Subtotal:			358.82
1000-25-1424-62450	A TECH/FREEMAN ALARM	Security 5/1/24 - 7/31/24	05/13/2024	0	84.00
		Vendor Subtotal:			84.00
1000-25-1424-65210	CENTURYLINK	April Phones - Kent Stein	05/13/2024	0	82.37

1000-25-1424-65210	CENTURYLINK	May Phones - Kent Stein	05/14/2024	0	74.13
		Vendor Subtotal:			156.50
1000-25-1424-67200	RIVO INC	Repair Gate Valve on East Concessions N	05/13/2024	0	300.00 00027003
1000-25-1424-67200	RIVO INC	Repair Gate Valve on East Concessions N	05/13/2024	0	276.59
		Vendor Subtotal:			576.59
1000-25-1425-62130	FREERS & SONS TREE SERVICE	REMOVE DEAD BRANCH FROM 120'	05/14/2024	0	200.00 00027323
		Vendor Subtotal:			200.00
1000-25-1427-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	8.57
		Vendor Subtotal:			8.57
1000-25-1427-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	8.08
1000-25-1427-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	8.44
		Vendor Subtotal:			16.52
1000-25-1427-52100	MENARDS (MUSC)	Polyweb	05/13/2024	0	22.46
		Vendor Subtotal:			22.46
1000-25-1427-52810	TCM BANK NA VISA	Sator Soccer - Steel Ground Net Pegs	05/14/2024	0	53.45
		Vendor Subtotal:			53.45
1000-25-1427-52890	FASTENAL COMPANY	Hardware	05/13/2024	0	51.11
		Vendor Subtotal:			51.11
1000-25-1427-53220	S.J. SMITH CO.	Electrode	05/13/2024	0	63.60
		Vendor Subtotal:			63.60

1000-25-1427-53220	SINCLAIR	DOOR LATCH	05/13/2024	0	143.52 00027278
		Vendor Subtotal:			143.52
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	05/13/2024	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	05/13/2024	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	05/13/2024	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	05/14/2024	0	24.00
		Vendor Subtotal:			96.00
1000-25-1427-62450	A TECH/FREEMAN ALARM	Security 5/1/24 - 7/31/24	05/13/2024	0	84.00
		Vendor Subtotal:			84.00
1000-25-1427-63300	PS3 Enterprises Inc.	Temp Sanitation	05/13/2024	0	100.00
		Vendor Subtotal:			100.00
1000-25-1427-65210	VERIZON WIRELESS	April Cell Phones	05/14/2024	0	40.01
		Vendor Subtotal:			40.01
1000-25-1431-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	10.63
		Vendor Subtotal:			10.63
1000-25-1431-46600	RELIANCE STANDARD LIFE INS CO	LD May 24	05/14/2024	0	12.22
		Vendor Subtotal:			12.22
1000-25-1431-62310	XEROX CORPORATION	April Copies	05/13/2024	0	2.48
1000-25-1431-62310	XEROX CORPORATION	March Copies	05/13/2024	0	1.86
1000-25-1431-62310	XEROX CORPORATION	February Copies	05/13/2024	0	4.77
1000-25-1431-62310	XEROX CORPORATION	January Copies	05/13/2024	0	1.55
1000-25-1431-62310	XEROX CORPORATION	December Copies	05/13/2024	0	3.63
		Vendor Subtotal:			14.29

1000-25-1432-53140	SHERWIN WILLIAMS	Return	05/13/2024	0	-25.51
1000-25-1432-53140	SHERWIN WILLIAMS	2 PART POOL PAINT	05/13/2024	0	210.00 00027325
1000-25-1432-53140	SHERWIN WILLIAMS	2 PART POOL PAINT	05/13/2024	0	179.98
Vendor Subtotal:					364.47
1000-25-1432-53220	MENARDS (MUSC)	Drywall Knife/Patch Cement	05/13/2024	0	48.98
Vendor Subtotal:					48.98
1000-25-1432-65210	MUSCATINE POWER & WATER	April Phones - Weed Park	05/13/2024	0	111.85
Vendor Subtotal:					111.85
1000-25-1432-69900	TCM BANK NA VISA	IDPH - State Lic Aquatic Center	05/14/2024	0	210.00
Vendor Subtotal:					210.00
1000-30-1511-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	74.76
Vendor Subtotal:					74.76
1000-30-1511-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	107.35
Vendor Subtotal:					107.35
1000-30-1511-51300	AMAZON.COM	CF411A HP #410A Cyan Toner Cartridge	05/13/2024	0	137.89 00027405
1000-30-1511-51300	AMAZON.COM	Ink Cartridges	05/14/2024	0	25.99
Vendor Subtotal:					163.88
1000-30-1511-52600	TCM BANK NA VISA	Hy-Vee - Food Rivershare AOW Meeting	05/14/2024	0	43.36
Vendor Subtotal:					43.36
1000-30-1511-52890	TCM BANK NA VISA	Imagination Playground Block Wash Kit	05/14/2024	0	201.86 00027250
Vendor Subtotal:					201.86

1000-30-1511-61340	TCM BANK NA VISA	Big Imprint - Monthly	05/14/2024	0	116.00
1000-30-1511-61340	TCM BANK NA VISA	Microsoft Office Software Home & Scho	05/14/2024	0	149.99 00026866
1000-30-1511-61340	TCM BANK NA VISA	Zoom- Monthly	05/14/2024	0	55.99
1000-30-1511-61340	TCM BANK NA VISA	Canva - Annual Fee	05/14/2024	0	247.65
1000-30-1511-61340	TCM BANK NA VISA	Mailchimp - E Newsletter	05/14/2024	0	110.00
1000-30-1511-61340	TCM BANK NA VISA	Adobe - Creative Cloud All Apps	05/14/2024	0	49.99
Vendor Subtotal:					729.62
1000-30-1511-61660	LIBRARY SYSTEMS & SERVICES LI	Annual Fee	05/14/2024	0	49,500.00
Vendor Subtotal:					49,500.00
1000-30-1511-61660	UNIQUE MANAGEMENT SERVICES,	April 2024	05/13/2024	0	198.05
Vendor Subtotal:					198.05
1000-30-1511-62370	SYCAMORE PRINTING INC	Musser Library 6 ft Table Cover Full Imp	05/06/2024	0	316.99 00027212
Vendor Subtotal:					316.99
1000-30-1511-62460	AMAZON.COM	Silver Ladies of Penny Lane (12)	05/06/2024	0	119.88
1000-30-1511-62460	AMAZON.COM	Book Lights	05/06/2024	0	94.05
1000-30-1511-62460	AMAZON.COM	Book Stickers	05/14/2024	0	6.88
Vendor Subtotal:					220.81
1000-30-1511-62460	TCM BANK NA VISA	Dollar Tree - Mother/Daughter	05/14/2024	0	5.00
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Mother/Daughter	05/14/2024	0	39.44
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Super Hero Trivia	05/14/2024	0	24.53
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Mother/Daughter	05/14/2024	0	48.82
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - HDMI Cord	05/14/2024	0	12.88
1000-30-1511-62460	TCM BANK NA VISA	Etsy - Refund	05/14/2024	0	-0.35
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee - Adult Book Club	05/14/2024	0	5.99
1000-30-1511-62460	TCM BANK NA VISA	Etsy - Escape Room Kit	05/14/2024	0	5.34
Vendor Subtotal:					141.65
1000-30-1511-63300	XEROX CORPORATION	April Copier/Copies	05/14/2024	0	208.23

Vendor Subtotal:					208.23
1000-30-1511-64400	TCM BANK NA VISA	ACH Hotel - Meal Garrett	05/14/2024	0	9.00
1000-30-1511-64400	TCM BANK NA VISA	TST Satori Ramen Bar - Meal Garrett	05/14/2024	0	16.00
1000-30-1511-64400	TCM BANK NA VISA	TST Mikey Late Night - Meal Garrett	05/14/2024	0	16.00
1000-30-1511-64400	TCM BANK NA VISA	TST Mikey Late Night - Meal Garrett	05/14/2024	0	11.38
1000-30-1511-64400	TCM BANK NA VISA	Local Cantina - Meal Garrett	05/14/2024	0	11.74
1000-30-1511-64400	TCM BANK NA VISA	TST Bareburger - Meal Garrett	05/14/2024	0	16.00
1000-30-1511-64400	TCM BANK NA VISA	ACH Hotel - Meal Garrett	05/14/2024	0	10.15
1000-30-1511-64400	TCM BANK NA VISA	2Levy - Meal Garrett	05/14/2024	0	4.30
Vendor Subtotal:					94.57
1000-30-1511-64500	EMERSON TAYLOR	Reimb Mileage 5/3/2024	05/14/2024	0	53.40
Vendor Subtotal:					53.40
1000-30-1511-64500	KATHY KUHL	Reimb Mileage 5/3/24	05/13/2024	0	43.20
Vendor Subtotal:					43.20
1000-30-1511-65240	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	40.01
Vendor Subtotal:					40.01
1000-30-1511-65240	T-MOBILE	April 2024	05/13/2024	0	89.25
Vendor Subtotal:					89.25
1000-30-1511-74500	TCM BANK NA VISA	Wall Street Journal - Subscription	05/14/2024	0	60.49
Vendor Subtotal:					60.49
1000-35-1521-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	41.51
Vendor Subtotal:					41.51
1000-35-1521-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	59.67

		Vendor Subtotal:			59.67
1000-35-1521-51100	AMAZON.COM	Binder Clips	05/13/2024	0	17.59
1000-35-1521-51100	AMAZON.COM	Staplers	05/13/2024	0	33.15
		Vendor Subtotal:			50.74
1000-35-1521-51300	AMAZON.COM	HP 131A Black, Cyan, Magenta, Yellow	05/13/2024	0	345.63 00027364
		Vendor Subtotal:			345.63
1000-35-1521-52600	MENARDS (MUSC)	Water	05/13/2024	0	34.80
		Vendor Subtotal:			34.80
1000-35-1521-52820	TCM BANK NA VISA	Dick Blick - Amaco White Clay	05/14/2024	0	39.99
		Vendor Subtotal:			39.99
1000-35-1521-52890	AMAZON.COM	Garden Kneeler Pad Kneeling Mat for Ga	05/13/2024	0	29.98 00027254
1000-35-1521-52890	AMAZON.COM	Oxford Poly Index Card Guide Set, 3 x 5	05/13/2024	0	6.79 00027254
1000-35-1521-52890	AMAZON.COM	3x5 Index Card Holder with 100 Heavyw	05/13/2024	0	7.99 00027254
1000-35-1521-52890	AMAZON.COM	TubTrug SP15R Shallow Red Flex Tub, 1	05/13/2024	0	29.90 00027254
1000-35-1521-52890	AMAZON.COM	MEKKAPRO Leaf Scoops and Claws V2	05/13/2024	0	29.97 00027254
1000-35-1521-52890	AMAZON.COM	TubTrug SP15R Shallow Red Flex Tub, 1	05/13/2024	0	6.89
		Vendor Subtotal:			111.52
1000-35-1521-61640	VADA BAKER	Teaching Fee Class ID 7253	05/13/2024	0	75.00
		Vendor Subtotal:			75.00
1000-35-1521-61640	HEATHER MICHELE SEIBEL	Teaching Fee Class ID 7250	05/13/2024	0	150.00
1000-35-1521-61640	HEATHER MICHELE SEIBEL	Teaching Fee Class ID 7255	05/13/2024	0	150.00
		Vendor Subtotal:			300.00
1000-35-1521-61640	BETTY BRANDT PASSICK	Author Talk	05/14/2024	0	100.00

			Vendor Subtotal:		100.00
1000-35-1521-62370	GORDON FLESCH COMPANY	Copier	05/13/2024	0	125.05
			Vendor Subtotal:		125.05
1000-35-1521-64500	STEVEN HAMMANN	Reimb Mileage 4/10/24 & 4/29/24	05/13/2024	0	11.40
			Vendor Subtotal:		11.40
1000-35-1521-65100	SYCAMORE PRINTING INC	MPW Insert (Art Center portion)	05/06/2024	0	89.26 00027241
			Vendor Subtotal:		89.26
1000-35-1521-65210	MUSCATINE POWER & WATER	April Phones - Art Center	05/13/2024	0	275.96
			Vendor Subtotal:		275.96
1000-35-1521-65240	MUSCATINE POWER & WATER	April Internet - Art Center	05/13/2024	0	139.18
			Vendor Subtotal:		139.18
1000-35-1521-69400	ROTARY CLUB OF MUSCATINE	Dues - M Alexander	05/13/2024	0	133.00
			Vendor Subtotal:		133.00
1000-35-1521-69400	TCM BANK NA VISA	Membership in the American Alliance of	05/14/2024	0	195.00 00027259
			Vendor Subtotal:		195.00
1000-40-1151-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	22.71
			Vendor Subtotal:		22.71
1000-40-1151-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	38.87
1000-40-1151-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	17.13

		Vendor Subtotal:			56.00
1000-40-1151-52300	GARY GRAY	Reimb Shoes - G Gray	05/14/2024	0	121.80
		Vendor Subtotal:			121.80
1000-40-1151-52400	MENARDS (MUSC)	Window Cleaner/Disinfectant Wipes	05/06/2024	0	34.87
1000-40-1151-52400	MENARDS (MUSC)	Bounce/Tide/Cascade	05/13/2024	0	101.34
1000-40-1151-52400	MENARDS (MUSC)	Cascade/ZEP	05/13/2024	0	67.22
		Vendor Subtotal:			203.43
1000-40-1151-52400	TCM BANK NA VISA	Vacuumsinc.com - Vacuum Bags	05/14/2024	0	85.95
		Vendor Subtotal:			85.95
1000-40-1151-52400	OFFICE EXPRESS	Item #401 - 2-ply Tissues, Boardwalk BW	05/13/2024	0	75.96 00026970
1000-40-1151-52400	OFFICE EXPRESS	Item #805 Glass Cleaner, Deep Blue Glas	05/13/2024	0	299.90 00026970
1000-40-1151-52400	OFFICE EXPRESS	Item #604 - Empress Latex Gloves Powde	05/13/2024	0	85.90 00026970
1000-40-1151-52400	OFFICE EXPRESS	Item #605 Empress Latex Glove Powder l	05/13/2024	0	42.95 00026970
		Vendor Subtotal:			504.71
1000-40-1151-52830	MENARDS (MUSC)	Drill Bit	05/13/2024	0	20.98
		Vendor Subtotal:			20.98
1000-40-1151-52890	MENARDS (MUSC)	Acid	05/13/2024	0	35.96
1000-40-1151-52890	MENARDS (MUSC)	Safety Hasp	05/13/2024	0	15.08
1000-40-1151-52890	MENARDS (MUSC)	Hinge	05/13/2024	0	10.58
1000-40-1151-52890	MENARDS (MUSC)	Duck Tape	05/13/2024	0	14.49
1000-40-1151-52890	MENARDS (MUSC)	Screws	05/06/2024	0	28.78
		Vendor Subtotal:			104.89
1000-40-1151-52890	MUSCATINE LAWN & POWER	PTO Switch	05/06/2024	0	34.80
		Vendor Subtotal:			34.80

1000-40-1151-53120	MENARDS (MUSC)	Bulb	05/06/2024	0	9.98
		Vendor Subtotal:			9.98
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	05/06/2024	0	23.72
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	05/14/2024	0	95.63
		Vendor Subtotal:			119.35
1000-40-1151-53130	MENARDS (MUSC)	Toilet Tank Lever	05/06/2024	0	11.96
		Vendor Subtotal:			11.96
1000-40-1151-53150	MENARDS (MUSC)	Filter	05/13/2024	0	47.94
		Vendor Subtotal:			47.94
1000-40-1151-53150	SIGN PRO	Cover for Both Front and Back of Three V	05/06/2024	0	440.00 00027350
		Vendor Subtotal:			440.00
1000-40-1151-53150	AMAZON.COM	2 Pack OEF Furnishing Black Shop Stool	05/13/2024	0	282.06 00027394
		Vendor Subtotal:			282.06
1000-40-1151-62450	MIDWEST ALARM SERVICES	Burg Inspection	05/14/2024	0	572.64
		Vendor Subtotal:			572.64
1000-40-1151-64200	TCM BANK NA VISA	DPH - IDPH Licensing - M Jacobs	05/14/2024	0	60.00
1000-40-1151-64200	TCM BANK NA VISA	DPH - IDPH Licensing - J Henkel	05/14/2024	0	60.00
		Vendor Subtotal:			120.00
1000-40-1151-65310	ALLIANT ENERGY	April Gas - Library	05/13/2024	0	343.20
		Vendor Subtotal:			343.20

1000-40-1151-67330	MUSCATINE POWER & WATER	April Internet - PSB	05/06/2024	0	82.97
		Vendor Subtotal:			82.97
1000-40-1151-67330	TMI INC	Quarterly Maintenance	05/06/2024	0	2,841.00
		Vendor Subtotal:			2,841.00
1000-40-1151-67330	AMAZON.COM	Siemans - Spring Return Electric Damper	05/06/2024	0	229.99 00027351
		Vendor Subtotal:			229.99
1000-40-1151-67330	MIDWEST ALARM SERVICES	Kitchen Suppression System Inspection	05/14/2024	0	350.04
1000-40-1151-67330	MIDWEST ALARM SERVICES	Quote Q72114 - Selective Door Release;`	05/14/2024	0	1,650.00 00025924
1000-40-1151-67330	MIDWEST ALARM SERVICES	Quote Q72114 - Selective Door Release;`	05/14/2024	0	1,100.00
		Vendor Subtotal:			3,100.04
1000-40-1151-67330	TCM BANK NA VISA	Bell & Gassett 3DS-3S Triple Duty Valve	05/14/2024	0	1,257.50 00027205
		Vendor Subtotal:			1,257.50
1000-40-1151-67330	CONSOLIDATED ELECTRICAL DIST	Generator	05/13/2024	0	1,504.00
		Vendor Subtotal:			1,504.00
1000-40-1611-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	33.07
		Vendor Subtotal:			33.07
1000-40-1611-46600	RELIANCE STANDARD LIFE INS CO	LD May 24	05/14/2024	0	46.27
		Vendor Subtotal:			46.27
1000-40-1611-52830	AMAZON.COM	Thermometer	05/13/2024	0	24.38
		Vendor Subtotal:			24.38

1000-40-1611-64120	BOLTON & MENK INC	General Engineering Services	05/13/2024	0	300.00
		Vendor Subtotal:			300.00
1000-40-1611-64120	TCM BANK NA VISA	Baymont - Lodging PCCII Conference	05/14/2024	0	273.28
		Vendor Subtotal:			273.28
1000-40-1611-64400	TCM BANK NA VISA	Toby K's Hideaway - Meal PCCII Confer	05/14/2024	0	15.34
1000-40-1611-64400	TCM BANK NA VISA	McDonalds - Meal PCCII Conference	05/14/2024	0	8.87
1000-40-1611-64400	TCM BANK NA VISA	McDonalds - Meal PCCII Conference	05/14/2024	0	8.12
1000-40-1611-64400	TCM BANK NA VISA	McDonalds - Meal PCCII Conference	05/14/2024	0	9.83
1000-40-1611-64400	TCM BANK NA VISA	Sanits Ave Cafe - Meal PCCII Conferenc	05/14/2024	0	21.12
1000-40-1611-64400	TCM BANK NA VISA	Roosters - Meal PCCII Conference	05/14/2024	0	14.65
		Vendor Subtotal:			77.93
1000-40-1611-65275	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	120.03
		Vendor Subtotal:			120.03
1000-40-1621-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	53.57
		Vendor Subtotal:			53.57
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	157.42
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	24.47
		Vendor Subtotal:			181.89
1000-40-1621-46700	MISSION SQUARE	RHS Retirement C Mann	05/14/2024	0	4,765.23
		Vendor Subtotal:			4,765.23
1000-40-1621-52100	KELLOR & KELLOR LANDSCAPE IN	Straw Bales	05/13/2024	0	16.00
		Vendor Subtotal:			16.00

1000-40-1621-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - K Ordway	05/06/2024	0	119.10
		Vendor Subtotal:			119.10
1000-40-1621-52710	TCM BANK NA VISA	Kum & Go - Fuel	05/14/2024	0	98.43
1000-40-1621-52710	TCM BANK NA VISA	Kum & Go - Fuel	05/14/2024	0	58.93
		Vendor Subtotal:			157.36
1000-40-1621-52830	MENARDS (MUSC)	Snap/Chisel	05/13/2024	0	27.36
		Vendor Subtotal:			27.36
1000-40-1621-52830	TCM BANK NA VISA	Farm & Fleet - Batteries	05/14/2024	0	78.00
		Vendor Subtotal:			78.00
1000-40-1621-52890	MENARDS (MUSC)	Tank Sprayer	05/13/2024	0	26.94
1000-40-1621-52890	MENARDS (MUSC)	Cleaner	05/13/2024	0	27.66
		Vendor Subtotal:			54.60
1000-40-1621-52890	TCM BANK NA VISA	Farm & Fleet - Cleaner/Polish	05/14/2024	0	53.47
1000-40-1621-52890	TCM BANK NA VISA	Farm & Fleet - Cleaner/Polish Tax Credit	05/14/2024	0	-3.50
		Vendor Subtotal:			49.97
1000-40-1621-53310	RIVER STONE GROUP	28 ton Hot Mix Asphalt	05/13/2024	0	1,032.68 00027349
		Vendor Subtotal:			1,032.68
1000-40-1621-53400	LOGAN CONTRACTORS SUPPLY IN 12' DB Basket		05/13/2024	0	54.00 00027455
1000-40-1621-53400	LOGAN CONTRACTORS SUPPLY IN Ultra bond 1300 Doweling Epoxy 1:1		05/13/2024	0	83.80 00027455
1000-40-1621-53400	LOGAN CONTRACTORS SUPPLY IN 1" x 18" Dowel		05/13/2024	0	158.00 00027455
		Vendor Subtotal:			295.80
1000-40-1621-64120	TCM BANK NA VISA	Sheraton - Lodging APWA Conference	05/14/2024	0	284.48

Vendor Subtotal:					284.48
1000-40-1621-64400	TCM BANK NA VISA	Mi Mexico - APWA Meal	05/14/2024	0	18.87
Vendor Subtotal:					18.87
1000-40-1621-65275	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	120.03
Vendor Subtotal:					120.03
1000-40-1621-65275	VERIZON	April GPS	05/06/2024	0	191.95
1000-40-1621-65275	VERIZON	April GPS	05/06/2024	0	34.90
Vendor Subtotal:					226.85
1000-40-1621-65310	ALLIANT ENERGY	April Gas - PW	05/06/2024	0	256.10
1000-40-1621-65310	ALLIANT ENERGY	April Gas - Lower Lot	05/06/2024	0	135.45
1000-40-1621-65310	ALLIANT ENERGY	April Gas - PW	05/06/2024	0	260.29
1000-40-1621-65310	ALLIANT ENERGY	April Gas - PW	05/06/2024	0	131.99
1000-40-1621-65310	ALLIANT ENERGY	April Gas - Morgan Bldg	05/06/2024	0	201.40
Vendor Subtotal:					985.23
1000-40-1621-69900	MITCH GRAHAM	CDL Reimb - Graham	05/14/2024	0	31.50
Vendor Subtotal:					31.50
1000-40-1622-52890	TCM BANK NA VISA	Harbor Freight - Barrell Pump	05/14/2024	0	63.98
Vendor Subtotal:					63.98
1000-40-1623-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	5.94
Vendor Subtotal:					5.94
1000-40-1623-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	29.32

			Vendor Subtotal:		29.32
1000-40-1623-52890	FASTENAL COMPANY	Hex Cap Screws	05/06/2024	0	20.21
			Vendor Subtotal:		20.21
1000-40-1624-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	3.13
			Vendor Subtotal:		3.13
1000-40-1624-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	16.38
			Vendor Subtotal:		16.38
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	April Power - Hwy 61 & University	05/13/2024	0	125.95
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	April Power - 38 & Bidwell	05/13/2024	0	49.84
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	April Power - Bypass	05/13/2024	0	85.99
			Vendor Subtotal:		261.78
1000-40-1641-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	29.97
			Vendor Subtotal:		29.97
1000-40-1641-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	37.22
			Vendor Subtotal:		37.22
1000-40-1641-46700	MISSION SQUARE	RHS Retirement C Mann	05/14/2024	0	4,765.23
			Vendor Subtotal:		4,765.23
1000-40-1641-51100	AMAZON.COM	Whiteboard Cleaning Spray	05/13/2024	0	6.94
			Vendor Subtotal:		6.94
1000-40-1641-51400	AMAZON.COM	Bluetooth Speaker Phone Conference Mic	05/13/2024	0	55.99

1000-40-1641-51400	AMAZON.COM	Bluetooth Transmitter Receiver/Conferenc	05/13/2024	0	62.97
		Vendor Subtotal:			118.96
1000-40-1641-62370	GORDON FLESCH COMPANY	Copier	05/13/2024	0	58.00
		Vendor Subtotal:			58.00
1000-40-1641-64120	TCM BANK NA VISA	Sheraton - Lodging Stineman	05/14/2024	0	284.48
		Vendor Subtotal:			284.48
		Subtotal for FUND: 1000			164,037.28
3981-30-3981-52890	TCM BANK NA VISA	Eco-Friendly Recyclable Tote Bag - Blue	05/14/2024	0	103.13 00027272
3981-30-3981-52890	TCM BANK NA VISA	Eco-Friendly Recyclable Tote Bag - Gree	05/14/2024	0	114.37 00027272
		Vendor Subtotal:			217.50
3981-30-3981-62460	WORTHINGTON DIRECT	Tots Play Loft - Jonti-Craft (Birch) Stock	05/13/2024	0	3,774.95 00027198
		Vendor Subtotal:			3,774.95
3981-30-3983-61340	RELIABLE NETWORK SOLUTIONS I	Monthly Fee	05/13/2024	0	49.00
		Vendor Subtotal:			49.00
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Monthly	05/14/2024	0	219.00
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Archived Storage	05/14/2024	0	52.21
3981-30-3983-61340	TCM BANK NA VISA	Apple - I Cloud Storage Fee	05/14/2024	0	2.99
		Vendor Subtotal:			274.20
		Subtotal for FUND: 3981			4,315.65
4155-40-4155-73300	HEUER CONSTRUCTION	Grandview Sidewalk Pay App #2	05/14/2024	0	148,932.88
		Vendor Subtotal:			148,932.88

Subtotal for FUND: 4155					148,932.88
4180-40-4180-61420	BOLTON & MENK INC	Fulliam Ave Phase II	05/13/2024	0	15,673.00
Vendor Subtotal:					15,673.00
Subtotal for FUND: 4180					15,673.00
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Resconstruction	05/13/2024	0	3,001.50
Vendor Subtotal:					3,001.50
4195-40-4199-61420	BOLTON & MENK INC	Carver Corner Roundabout	05/13/2024	0	4,485.00
Vendor Subtotal:					4,485.00
Subtotal for FUND: 4195					7,486.50
4205-50-4205-73900	GENERAL CONSTRUCTORS INC OF UV	Pay App #6	05/14/2024	0	10,823.09
Vendor Subtotal:					10,823.09
Subtotal for FUND: 4205					10,823.09
4276-40-4276-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	55.00
4276-40-4276-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	1,284.00
Vendor Subtotal:					1,339.00
4276-40-4276-61660	MARTIN & WHITACRE SURVEYORS	West Hill 6C-E Property Work	05/13/2024	0	3,000.00
Vendor Subtotal:					3,000.00
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5A Pay App #47	05/14/2024	0	31,119.33
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5B Pay App #46	05/14/2024	0	110,696.37

					Vendor Subtotal:	141,815.70
4276-40-4276-73100	KE FLATWORK INC	West Hill 6A/B Pay App #18	05/14/2024	0	42,432.24	
					Vendor Subtotal:	42,432.24
					Subtotal for FUND: 4276	188,586.94
4298-40-4298-61420	MCCLURE ENGINEERING CO	Muscatine Dredge Spoils Storage	05/13/2024	0	1,140.00	
					Vendor Subtotal:	1,140.00
					Subtotal for FUND: 4298	1,140.00
4443-25-4443-61420	MARTIN & WHITACRE SURVEYORS	Engineering Services	05/14/2024	0	889.75	
					Vendor Subtotal:	889.75
					Subtotal for FUND: 4443	889.75
4491-00-4492-72300	HENLEY GROUP	Taylor Park Restrooms #1	05/14/2024	0	66,737.50	
					Vendor Subtotal:	66,737.50
					Subtotal for FUND: 4491	66,737.50
4498-25-4498-61420	I & S GROUP, INC	Muscatine Indoor Sports Complex	05/14/2024	0	12,338.75	
					Vendor Subtotal:	12,338.75
					Subtotal for FUND: 4498	12,338.75
4639-40-4639-72300	BILL BRUCE BUILDERS INC	Washbay Pay App #3	05/13/2024	0	82,221.75	
					Vendor Subtotal:	82,221.75

Subtotal for FUND: 4639					82,221.75
4658-40-4658-74200	BMW BUILDERS II	Remodel PD Locker Room	05/13/2024	0	3,000.00
Vendor Subtotal:					3,000.00
4658-40-4658-74200	SALSBURY INDUSTRIES	Model #71024 BLA Standard Gear Metal	05/13/2024	0	24,656.85 00027102
Vendor Subtotal:					24,656.85
Subtotal for FUND: 4658					27,656.85
4842-00-4847-68300	SKINNY'S BBQ	Facade Grant	05/13/2024	0	5,000.00
Vendor Subtotal:					5,000.00
4842-00-4847-68300	GREENLEAF TOBACCO AND VAPE	Grant #2	05/13/2024	0	5,000.00
Vendor Subtotal:					5,000.00
4842-00-4847-68300	GOOD KARMA CREATIONS	Facade Grant	05/13/2024	0	1,284.00
Vendor Subtotal:					1,284.00
Subtotal for FUND: 4842					11,284.00
4863-10-4863-61420	BOLTON & MENK INC	New AVGAS Fuel System	05/14/2024	0	10,889.60
Vendor Subtotal:					10,889.60
Subtotal for FUND: 4863					10,889.60
4903-00-4903-61660	CORBIN DESIGN	Wayfinding Services	05/14/2024	0	795.00
Vendor Subtotal:					795.00

Subtotal for FUND: 4903				795.00
5211-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Optional Life	04/26/2024	0	3.31
5211-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.04.2024 Optional Life	04/12/2024	0	3.30
Vendor Subtotal:				6.61
5211-40-5211-46200	RELIANCE STANDARD LIFE INS COLife Ins May	05/14/2024	0	14.88
Vendor Subtotal:				14.88
5211-40-5211-46600	RELIANCE STANDARD LIFE INS COLTD May 24	05/14/2024	0	17.12
Vendor Subtotal:				17.12
5211-40-5211-51100	JACKSON-HIRSH INC Laminating Stickers	05/06/2024	0	76.24
Vendor Subtotal:				76.24
5211-40-5211-52890	AMAZON.COM Badge Holders	05/06/2024	0	6.19
Vendor Subtotal:				6.19
5211-40-5211-61220	LAW OFFICES OF HOPKINS & HUBNApril Legal	05/14/2024	0	475.00
Vendor Subtotal:				475.00
5211-40-5211-65100	SYCAMORE PRINTING INC MPW Insert (MuscaBus portion Kids ride	05/06/2024	0	89.26 00027241
Vendor Subtotal:				89.26
5211-40-5211-65100	ICAN Advertising	05/14/2024	0	324.00
Vendor Subtotal:				324.00
5211-40-5211-65275	VERIZON WIRELESS April Cell Phones	05/06/2024	0	54.52

			Vendor Subtotal:		54.52
5211-40-5211-65275	AMAZON.COM	Return	05/14/2024	0	-122.91
5211-40-5211-65275	AMAZON.COM	Return	05/14/2024	0	-642.51
			Vendor Subtotal:		-765.42
5211-40-5211-65275	T-MOBILE	April	05/06/2024	0	128.22
			Vendor Subtotal:		128.22
5211-40-5211-65310	ALLIANT ENERGY	April Gas - Transit	05/06/2024	0	56.57
5211-40-5211-65310	ALLIANT ENERGY	April Gas - Transit	05/06/2024	0	111.55
5211-40-5211-65310	ALLIANT ENERGY	April Gas - Transit	05/06/2024	0	109.76
			Vendor Subtotal:		277.88
5211-40-5212-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	0.63
			Vendor Subtotal:		0.63
5211-40-5212-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	3.19
			Vendor Subtotal:		3.19
			Subtotal for FUND: 5211		708.32
5311-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.04.2024 Life Insurance	04/26/2024	0	0.11
			Vendor Subtotal:		0.11
5311-05-5311-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	6.23
			Vendor Subtotal:		6.23
5311-05-5311-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	5.58
5311-05-5311-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	8.09

Vendor Subtotal:					13.67
5311-05-5311-62310	XEROX CORPORATION	December Copies	05/13/2024	0	0.91
5311-05-5311-62310	XEROX CORPORATION	January Copies	05/13/2024	0	0.39
5311-05-5311-62310	XEROX CORPORATION	February Copies	05/13/2024	0	1.19
5311-05-5311-62310	XEROX CORPORATION	March Copies	05/13/2024	0	0.47
5311-05-5311-62310	XEROX CORPORATION	April Copies	05/13/2024	0	0.62
Vendor Subtotal:					3.58
5311-05-5311-62370	TCM BANK NA VISA	#PP-6700 Window Cling Respositional D	05/14/2024	0	248.10 00027124
Vendor Subtotal:					248.10
5311-05-5311-69900	TCM BANK NA VISA	White Pages - Lookup Address	05/14/2024	0	29.88
Vendor Subtotal:					29.88
Subtotal for FUND: 5311					301.57
5451-25-5451-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	18.13
Vendor Subtotal:					18.13
5451-25-5451-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	17.21
5451-25-5451-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	15.95
Vendor Subtotal:					33.16
5451-25-5451-52100	MENARDS (MUSC)	Spirea Bushes	05/13/2024	0	99.96 00027421
5451-25-5451-52100	MENARDS (MUSC)	Sand	05/13/2024	0	17.45 00027421
Vendor Subtotal:					117.41
5451-25-5451-52100	MIDWEST TURF SUPPORT	GLYCOFUZE	05/13/2024	0	637.50 00027340
5451-25-5451-52100	MIDWEST TURF SUPPORT	PERK UP	05/13/2024	0	440.00 00027340
5451-25-5451-52100	MIDWEST TURF SUPPORT	MAXIPLEX	05/13/2024	0	175.00 00027340
5451-25-5451-52100	MIDWEST TURF SUPPORT	PROTESYN	05/13/2024	0	662.50 00027340

5451-25-5451-52100	MIDWEST TURF SUPPORT	FIGHTS ON	05/13/2024	0	275.00 00027340
5451-25-5451-52100	MIDWEST TURF SUPPORT	KNIFE PLUS	05/13/2024	0	637.50 00027340
Vendor Subtotal:					2,827.50
5451-25-5451-52250	D & K PRODUCTS	17-0-4 (FERTILIZER)	05/13/2024	0	234.50 00027268
5451-25-5451-52250	D & K PRODUCTS	17-0-4 FERTILIZER	05/14/2024	0	234.50 00027332
Vendor Subtotal:					469.00
5451-25-5451-52720	SPRATT OIL SALES	UNLEADED GAS	05/14/2024	0	1,892.15 00027469
Vendor Subtotal:					1,892.15
5451-25-5451-52730	SPRATT OIL SALES	DIESEL FUEL	05/14/2024	0	1,077.00 00027469
Vendor Subtotal:					1,077.00
5451-25-5451-52890	MENARDS (MUSC)	Mulch/Top Soil/Annuals	05/13/2024	0	24.82
Vendor Subtotal:					24.82
5451-25-5451-52890	VAN WALL GOLF	SHIPPING	05/13/2024	0	30.00 00027354
5451-25-5451-52890	VAN WALL GOLF	BALL WASHER ASSEMBLY	05/13/2024	0	74.00 00027354
5451-25-5451-52890	VAN WALL GOLF	SHIPPING	05/13/2024	0	10.00
Vendor Subtotal:					114.00
5451-25-5451-53130	SITEONE LANDSCAPE SUPPLY	Drain Gate/Elbow/Hand Saw	05/13/2024	0	33.32
5451-25-5451-53130	SITEONE LANDSCAPE SUPPLY	Wall Pipe	05/13/2024	0	61.80
5451-25-5451-53130	SITEONE LANDSCAPE SUPPLY	Drain Gate/Nipple/Bushing	05/13/2024	0	30.17
Vendor Subtotal:					125.29
5451-25-5451-53220	DAVIS EQUIP CORPORATION	BELTS	05/14/2024	0	125.96 00027433
Vendor Subtotal:					125.96
5451-25-5451-53220	R & R PRODUCTS INC	ROLLER SHAFTS	05/14/2024	0	90.60 00027434

5451-25-5451-53220	R & R PRODUCTS INC	SHIPPING	05/14/2024	0	16.01 00027434
		Vendor Subtotal:			106.61
5451-25-5451-53220	SINCLAIR	Latch	05/13/2024	0	45.96
		Vendor Subtotal:			45.96
5451-25-5451-62120	HOWARD FOREST AND PRAIRIE	Oak Tree in Parking Lot	05/14/2024	0	1,800.00 00027296
		Vendor Subtotal:			1,800.00
5451-25-5451-65210	MUSCATINE POWER & WATER	April Phones - Golf	05/14/2024	0	27.99
		Vendor Subtotal:			27.99
5451-25-5451-65310	ALLIANT ENERGY	April Gas - Golf	05/13/2024	0	96.91
5451-25-5451-65310	ALLIANT ENERGY	April Gas - Golf	05/13/2024	0	217.69
		Vendor Subtotal:			314.60
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	April Power - Golf	05/14/2024	0	600.44
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	April Power - Golf	05/14/2024	0	209.60
		Vendor Subtotal:			810.04
5451-25-5451-67320	MIDWEST IRRIGATION LLC	TRANSFORMER SERVICE	05/14/2024	0	1,200.00 00027458
5451-25-5451-67320	MIDWEST IRRIGATION LLC	STARTERS FOR IRRIGATION SYSTE	05/14/2024	0	3,000.00 00027458
5451-25-5451-67320	MIDWEST IRRIGATION LLC	STARTERS FOR IRRIGATION SYSTE	05/14/2024	0	40.20
		Vendor Subtotal:			4,240.20
5451-25-5451-74200	MIDWEST IRRIGATION LLC	Irrigation Control Panel	05/14/2024	0	34,420.00 00026027
		Vendor Subtotal:			34,420.00
5451-25-5452-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	16.25

			Vendor Subtotal:		16.25
5451-25-5452-46600	RELIANCE STANDARD LIFE INS COLTD May 24		05/14/2024	0	18.67
			Vendor Subtotal:		18.67
5451-25-5452-52840	HAWKEYE FIRE AND SAFETY	FIRST AID SUPPLIES	05/13/2024	0	147.85 00027314
			Vendor Subtotal:		147.85
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	05/13/2024	0	332.80
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	05/13/2024	0	1,412.45
			Vendor Subtotal:		1,745.25
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	05/13/2024	0	217.35
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	05/13/2024	0	1,036.60
			Vendor Subtotal:		1,253.95
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	05/13/2024	0	1,663.54
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	05/13/2024	0	245.09
			Vendor Subtotal:		1,908.63
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	05/13/2024	0	823.66
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	05/13/2024	0	46.51
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	05/13/2024	0	-46.51
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	05/13/2024	0	983.12
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	05/14/2024	0	705.13
			Vendor Subtotal:		2,511.91
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale	05/14/2024	0	12.84
5451-25-5452-52852	TCM BANK NA VISA	Hy-Vee - Food for Resale	05/14/2024	0	21.24
			Vendor Subtotal:		34.08

5451-25-5452-52853	CALLAWAY GOLF COMPANY	Credit	05/13/2024	0	-22.00
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Credit	05/13/2024	0	-14.00
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Credit	05/13/2024	0	-12.00
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chrome Soft Dozen	05/13/2024	0	1,116.99 00026377
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY JUNIOR SET	05/13/2024	0	417.14 00027328
Vendor Subtotal:					1,486.13
5451-25-5452-52853	TITLEIST	Resale Merch	05/13/2024	0	47.64
5451-25-5452-52853	TITLEIST	Resale Merch	05/13/2024	0	47.64
5451-25-5452-52853	TITLEIST	FJ TRADITIONS	05/13/2024	0	90.00 00027321
5451-25-5452-52853	TITLEIST	SHIPPING	05/13/2024	0	10.04 00027321
5451-25-5452-52853	TITLEIST	FJ Flex XP	05/13/2024	0	230.18 00026433
5451-25-5452-52853	TITLEIST	Resale Merch	05/13/2024	0	87.92
5451-25-5452-52853	TITLEIST	Merch for Resale	05/14/2024	0	70.23
Vendor Subtotal:					583.65
5451-25-5452-52853	TCM BANK NA VISA	Slimfold Pushcart	05/14/2024	0	370.00 00026337
5451-25-5452-52853	TCM BANK NA VISA	Pro Line Umbrella	05/14/2024	0	167.18 00026337
5451-25-5452-52853	TCM BANK NA VISA	J & M Golf - Merch for Resale	05/14/2024	0	131.77
5451-25-5452-52853	TCM BANK NA VISA	J & M Golf - Merch for Resale	05/14/2024	0	69.09
Vendor Subtotal:					738.04
5451-25-5452-52853	GFSI LLC	Resale Merch	05/13/2024	0	52.75
Vendor Subtotal:					52.75
5451-25-5452-52890	RANGE SERVANT OF AMERICA	BOX OF 500 RANGE TOKENS	05/14/2024	0	295.00 00027322
5451-25-5452-52890	RANGE SERVANT OF AMERICA	SHIPPING	05/14/2024	0	27.00 00027322
Vendor Subtotal:					322.00
5451-25-5452-65510	MUSCATINE POWER & WATER	April Cable - Golf	05/14/2024	0	200.01
Vendor Subtotal:					200.01
Subtotal for FUND: 5451					59,608.99

5642-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Life Insurance	04/26/2024	0	0.70
	Vendor Subtotal:			0.70
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.04.2024 Optional Life	04/12/2024	0	205.45
5642-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Optional Life	04/26/2024	0	205.45
	Vendor Subtotal:			410.90
5642-45-5642-35210	MUNICIPAL COLLECTIONS OF AME Agent Fees - April	05/14/2024	0	329.22
	Vendor Subtotal:			329.22
5642-45-5642-46200	RELIANCE STANDARD LIFE INS CO Life Ins May	05/14/2024	0	45.75
	Vendor Subtotal:			45.75
5642-45-5642-46600	RELIANCE STANDARD LIFE INS CO BW LTD May	05/14/2024	0	104.11
5642-45-5642-46600	RELIANCE STANDARD LIFE INS CO LTD May 24	05/14/2024	0	34.28
	Vendor Subtotal:			138.39
5642-45-5642-52890	ARNOLD MOTOR SUPPLY Lubricant	05/06/2024	0	53.40
	Vendor Subtotal:			53.40
5642-45-5642-61310	MUSCATINE POWER & WATER April Sanitation	05/06/2024	0	2,110.00
	Vendor Subtotal:			2,110.00
5642-45-5642-62245	REPUBLIC SERVICES #400 March Recycling	05/06/2024	0	33,708.01
	Vendor Subtotal:			33,708.01
5642-45-5642-62285	MICHAEL WEIKERT JR Scrap Appliance	05/06/2024	0	150.00
	Vendor Subtotal:			150.00

5642-45-5642-65100	SYCAMORE PRINTING INC	MPW Insert (Senior Discount portion spli	05/06/2024	0	89.26 00027241
		Vendor Subtotal:			89.26
5642-45-5642-65275	VERIZON	April GPS	05/06/2024	0	139.60
		Vendor Subtotal:			139.60
5642-45-5642-65410	MUSCATINE POWER & WATER	March Water - Recycle	05/06/2024	0	39.08
		Vendor Subtotal:			39.08
5642-45-5642-65420	MUSCATINE POWER & WATER	March Sewer - Recycle	05/06/2024	0	14.07
5642-45-5642-65420	MUSCATINE POWER & WATER	March Sewer - Recycle	05/06/2024	0	28.93
		Vendor Subtotal:			43.00
5642-45-5643-53340	WENDLING QUARRIES INC	30 Ton Clean Gravel	05/06/2024	0	472.50 00026966
5642-45-5643-53340	WENDLING QUARRIES INC	30 Ton Clean Gravel	05/06/2024	0	115.59
		Vendor Subtotal:			588.09
5642-45-5643-62260	PS3 Enterprises Inc.	Temp Sanitation	05/06/2024	0	46.43
		Vendor Subtotal:			46.43
		Subtotal for FUND: 5642			37,891.83
5652-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Life Insurance		04/26/2024	0	0.10
		Vendor Subtotal:			0.10
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.04.2024 Optional Life		04/12/2024	0	41.38
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Optional Life		04/26/2024	0	41.38
		Vendor Subtotal:			82.76

5652-45-5652-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	9.72
		Vendor Subtotal:			9.72
5652-45-5652-46600	RELIANCE STANDARD LIFE INS CO	LT D May 24	05/14/2024	0	11.17
		Vendor Subtotal:			11.17
5652-45-5652-61220	LAW OFFICES OF HOPKINS & HUBBARD	April Legal	05/14/2024	0	22.50
		Vendor Subtotal:			22.50
5652-45-5652-61420	SCS ENGINEERS	23/24 FY On-Call Support	05/06/2024	0	1,998.75
5652-45-5652-61420	SCS ENGINEERS	2024 FY Environmental Compliance	05/06/2024	0	3,078.00
5652-45-5652-61420	SCS ENGINEERS	2024 FY SCADA System Management	05/06/2024	0	416.67
5652-45-5652-61420	SCS ENGINEERS	Groundwater Corrective Action Requirement	05/06/2024	0	2,330.00
		Vendor Subtotal:			7,823.42
5652-45-5652-62520	JON BRAUNS	April 2024 Leachate Hauling	05/13/2024	0	13,340.00
		Vendor Subtotal:			13,340.00
5652-45-5652-62530	RITTMER INC	April 2024 Landfill	05/13/2024	0	40,150.00
		Vendor Subtotal:			40,150.00
5652-45-5652-62530	IOWA PUMP WORKS, INC	Troubleshoot/Repair East Pump	05/06/2024	0	2,620.55 00026948
		Vendor Subtotal:			2,620.55
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	05/06/2024	0	100.00
		Vendor Subtotal:			100.00
5652-45-5652-69900	TCM BANK NA VISA	IA DNR - Air Space Permit	05/14/2024	0	396.16
		Vendor Subtotal:			396.16

Subtotal for FUND: 5652				64,556.38	
5658-45-5658-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	19.07
Vendor Subtotal:					19.07
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	16.28
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	39.31
Vendor Subtotal:					55.59
5658-45-5658-52400	HOTSY EQUIPMENT CO	55 Gallon Drum Breakthrough Detergent.	05/06/2024	0	417.60 00027143
Vendor Subtotal:					417.60
5658-45-5658-52750	S.J. SMITH CO.	Propane	05/06/2024	0	41.90
Vendor Subtotal:					41.90
5658-45-5658-52840	DRJ GROUP, LLC	First Aid Supplies	05/06/2024	0	36.85
Vendor Subtotal:					36.85
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Heater Hose/Hose Clamp	05/06/2024	0	5.40
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings	05/06/2024	0	93.80
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings	05/06/2024	0	7.88
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings	05/06/2024	0	35.02
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Air Filter	05/06/2024	0	99.55
Vendor Subtotal:					241.65
5658-45-5658-52890	HOTSY EQUIPMENT CO	Ripper	05/06/2024	0	77.00
Vendor Subtotal:					77.00
5658-45-5658-52890	MENARDS (MUSC)	Sealant	05/06/2024	0	44.90

			Vendor Subtotal:		44.90
5658-45-5658-52890	PLUMB SUPPLY COMPANY	Foot Switch	05/06/2024	0	52.70
			Vendor Subtotal:		52.70
5658-45-5658-52890	S.J. SMITH CO.	Filter Plate	05/06/2024	0	4.23
			Vendor Subtotal:		4.23
5658-45-5658-52890	AMAZON.COM	Strobe Flashing Light Bar	05/06/2024	0	46.99
			Vendor Subtotal:		46.99
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	05/06/2024	0	12.19
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	05/06/2024	0	12.19
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	05/06/2024	0	12.19
			Vendor Subtotal:		36.57
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	05/06/2024	0	45.00
			Vendor Subtotal:		45.00
5658-45-5658-62285	MICHAEL WEIKERT JR	Scrap Appliance	05/06/2024	0	654.00
			Vendor Subtotal:		654.00
5658-45-5658-62310	GORDON FLESCH COMPANY	Copier	05/06/2024	0	43.59
			Vendor Subtotal:		43.59
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 4/7/24	05/06/2024	0	182.70
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 4/14/24	05/06/2024	0	90.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 4/21/24	05/06/2024	0	182.70
			Vendor Subtotal:		455.40

5658-45-5658-62520	JON BRAUNS	April 2024 Solid Waste	05/13/2024	0	24,840.00
5658-45-5658-62520	JON BRAUNS	April 2024 Fuel Surcharge	05/13/2024	0	3,371.26
		Vendor Subtotal:			28,211.26
5658-45-5658-65100	SYCAMORE PRINTING INC	MPW Insert (Transfer Station portion)	05/06/2024	0	89.26 00027241
		Vendor Subtotal:			89.26
5658-45-5658-65210	MUSCATINE POWER & WATER	March Phone - Transfer	05/06/2024	0	124.96
		Vendor Subtotal:			124.96
5658-45-5658-65220	MUSCATINE POWER & WATER	March Phone - Transfer	05/06/2024	0	0.71
		Vendor Subtotal:			0.71
5658-45-5658-65275	VERIZON	April GPS	05/06/2024	0	34.90
		Vendor Subtotal:			34.90
5658-45-5658-65320	MUSCATINE POWER & WATER	March Electric - Transfer	05/06/2024	0	2,415.73
		Vendor Subtotal:			2,415.73
5658-45-5658-65410	MUSCATINE POWER & WATER	March Water - Transfer	05/06/2024	0	82.12
		Vendor Subtotal:			82.12
5658-45-5658-65420	MUSCATINE POWER & WATER	March Sewer - Transfer	05/06/2024	0	14.07
5658-45-5658-65420	MUSCATINE POWER & WATER	March Sewer - Transfer	05/06/2024	0	161.77
		Vendor Subtotal:			175.84
5658-45-5658-67200	WALZ SCALE	Scale Test	05/06/2024	0	414.00
		Vendor Subtotal:			414.00

Subtotal for FUND: 5658				33,821.82
5660-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Life Insurance	04/26/2024	0	1.20
	Vendor Subtotal:			1.20
5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.04.2024 Optional Life	04/12/2024	0	145.06
5660-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Optional Life	04/26/2024	0	145.06
	Vendor Subtotal:			290.12
5660-50-5661-46200	RELIANCE STANDARD LIFE INS COLife Ins May	05/14/2024	0	30.26
	Vendor Subtotal:			30.26
5660-50-5661-46600	RELIANCE STANDARD LIFE INS COLTD May 24	05/14/2024	0	39.01
	Vendor Subtotal:			39.01
5660-50-5661-51100	AMAZON.COM Stapler/Document Holder	05/13/2024	0	42.31
	Vendor Subtotal:			42.31
5660-50-5661-51200	MUSCATINE JOURNAL Muscatine Journal Newspaper Renewal	05/13/2024	0	672.00 00027426
	Vendor Subtotal:			672.00
5660-50-5661-61220	LAW OFFICES OF HOPKINS & HUBBARD April Legal	05/14/2024	0	337.50
	Vendor Subtotal:			337.50
5660-50-5661-61310	MUSCATINE POWER & WATER April Sewer	05/06/2024	0	2,132.00
	Vendor Subtotal:			2,132.00
5660-50-5661-62370	GORDON FLESCH COMPANY Copier	05/13/2024	0	43.52

			Vendor Subtotal:		43.52
5660-50-5661-64200	TCM BANK NA VISA	IAWEA - Registration Koch	05/14/2024	0	60.00
			Vendor Subtotal:		60.00
5660-50-5661-65100	SYCAMORE PRINTING INC	Shipping	05/06/2024	0	129.16
5660-50-5661-65100	SYCAMORE PRINTING INC	MPW Insert (Senior Discount portion spli	05/06/2024	0	89.26 00027241
5660-50-5661-65100	SYCAMORE PRINTING INC	MPW Insert (MORC ad portion)	05/06/2024	0	89.23 00027241
			Vendor Subtotal:		307.65
5660-50-5662-35230	MUNICIPAL COLLECTIONS OF AME	Agent Fees - April	05/14/2024	0	510.03
			Vendor Subtotal:		510.03
5660-50-5662-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	48.69
			Vendor Subtotal:		48.69
5660-50-5662-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	93.28
5660-50-5662-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	34.43
			Vendor Subtotal:		127.71
5660-50-5662-52100	MENARDS (MUSC)	Mulch	05/13/2024	0	41.25
			Vendor Subtotal:		41.25
5660-50-5662-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Ott	05/06/2024	0	240.93
			Vendor Subtotal:		240.93
5660-50-5662-52720	TCM BANK NA VISA	Casey's - Fuel	05/14/2024	0	77.03
			Vendor Subtotal:		77.03

5660-50-5662-52830	AMAZON.COM	Ball Peen Hammer/Drift Punch Set	05/13/2024	0	99.31
5660-50-5662-52830	AMAZON.COM	Alignment Punch	05/06/2024	0	44.18
		Vendor Subtotal:			143.49
5660-50-5662-52890	SYCAMORE PRINTING INC	Waste Hauler Manifest Forms	05/13/2024	0	401.00 00027410
		Vendor Subtotal:			401.00
5660-50-5662-53120	VAN METER INDUSTRIAL INC	CBL Protector	05/13/2024	0	53.84
		Vendor Subtotal:			53.84
5660-50-5662-53120	AMAZON.COM	Montion Sensor Light Switch	05/06/2024	0	11.90
		Vendor Subtotal:			11.90
5660-50-5662-53120	TCM BANK NA VISA	Ebay - Input Module	05/14/2024	0	94.89
		Vendor Subtotal:			94.89
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Union	05/13/2024	0	67.43
		Vendor Subtotal:			67.43
5660-50-5662-53130	AMAZON.COM	Nipples	05/13/2024	0	95.64
		Vendor Subtotal:			95.64
5660-50-5662-53140	MENARDS (MUSC)	Paint	05/06/2024	0	60.81
5660-50-5662-53140	MENARDS (MUSC)	Paint	05/13/2024	0	6.98 00027432
		Vendor Subtotal:			67.79
5660-50-5662-53210	ARNOLD MOTOR SUPPLY	U-Joint for Isett Pump #2	05/13/2024	0	334.92 00027287
		Vendor Subtotal:			334.92

5660-50-5662-53210	GRAINGER DEPT 802675066	Fasteners	05/06/2024	0	32.76
		Vendor Subtotal:			32.76
5660-50-5662-53210	PLETCHER ENTERPRISES INC	Steel	05/13/2024	0	514.51 00027329
5660-50-5662-53210	PLETCHER ENTERPRISES INC	Top Flight for Air Float Tank	05/13/2024	0	1,537.65 00027334
		Vendor Subtotal:			2,052.16
5660-50-5662-53210	MELLEN & ASSOCIATES INC	Spare Plugs for 6" Valves	05/13/2024	0	2,235.20 00027335
		Vendor Subtotal:			2,235.20
5660-50-5662-53210	MENARDS (MUSC)	Fuses	05/13/2024	0	35.48
5660-50-5662-53210	MENARDS (MUSC)	Ceiling Tiles	05/13/2024	0	366.20 00027432
		Vendor Subtotal:			401.68
5660-50-5662-53210	MOTION INDUSTRIES INC	Bearings & Seals for WAS Pump #2	05/06/2024	0	318.35 00027324
5660-50-5662-53210	MOTION INDUSTRIES INC	Bearings & Seals for WAS Pump #2	05/06/2024	0	22.43
		Vendor Subtotal:			340.78
5660-50-5662-53210	AMAZON.COM	Credit	05/06/2024	0	-130.00
5660-50-5662-53210	AMAZON.COM	Cable Connectors	05/13/2024	0	35.79 00027365
5660-50-5662-53210	AMAZON.COM	250' 12-2 Southwire MC Cable	05/13/2024	0	195.61 00027365
5660-50-5662-53210	AMAZON.COM	18 pk.LED Sunco Flat Lights	05/13/2024	0	871.09 00027344
5660-50-5662-53210	AMAZON.COM	Switch	05/13/2024	0	43.60
5660-50-5662-53210	AMAZON.COM	Ball Valves & Nipples	05/13/2024	0	392.42 00027363
5660-50-5662-53210	AMAZON.COM	Ball Valves & Nipples	05/13/2024	0	7.99
5660-50-5662-53210	AMAZON.COM	Stainless Steel Turnbuckles	05/06/2024	0	17.99
5660-50-5662-53210	AMAZON.COM	Bow Shackles	05/06/2024	0	29.38
5660-50-5662-53210	AMAZON.COM	High Bay LED Lights	05/13/2024	0	398.98 00027343
5660-50-5662-53210	AMAZON.COM	Microwave	05/13/2024	0	99.99
		Vendor Subtotal:			1,962.84
5660-50-5662-53210	MSC INDUSTRIAL SUPPLY	Screws	05/13/2024	0	85.11
		Vendor Subtotal:			85.11

5660-50-5662-53210	ENGINEERED EQUIPMENT SOLUTIONS	Varec Gas Repair	05/13/2024	0	4,912.55
		Vendor Subtotal:			4,912.55
5660-50-5662-53210	TCM BANK NA VISA	Ebay - Tire Tube	05/14/2024	0	13.98
		Vendor Subtotal:			13.98
5660-50-5662-53210	VESSCO INC	Penn Valley Pump Parts	05/06/2024	0	4,556.00 00027059
5660-50-5662-53210	VESSCO INC	Freight	05/06/2024	0	106.50
		Vendor Subtotal:			4,662.50
5660-50-5662-53220	MENARDS (MUSC)	Flat Washer/Hex Bolts	05/13/2024	0	36.78
		Vendor Subtotal:			36.78
5660-50-5662-53220	MOTION INDUSTRIES INC	O-Ring	05/13/2024	0	5.05
5660-50-5662-53220	MOTION INDUSTRIES INC	Belt	05/13/2024	0	77.14
5660-50-5662-53220	MOTION INDUSTRIES INC	Return	05/13/2024	0	-77.14
		Vendor Subtotal:			5.05
5660-50-5662-53220	SMITH SALES & SERVICE	Trimmer Line	05/13/2024	0	87.10
		Vendor Subtotal:			87.10
5660-50-5662-53220	AMAZON.COM	Mouse	05/13/2024	0	24.50
5660-50-5662-53220	AMAZON.COM	Sandblast Kit/Nozzle Tip	05/06/2024	0	99.84
5660-50-5662-53220	AMAZON.COM	Key/Badge Holders	05/13/2024	0	163.76 00027371
		Vendor Subtotal:			288.10
5660-50-5662-53320	ARNOLD MOTOR SUPPLY	Sand	05/13/2024	0	49.96
		Vendor Subtotal:			49.96
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	05/06/2024	0	272.67

5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	05/06/2024	0	30.39
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	05/13/2024	0	272.67
	Vendor Subtotal:				575.73
5660-50-5662-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	05/13/2024	0	45.00
	Vendor Subtotal:				45.00
5660-50-5662-64200	TCM BANK NA VISA	IAWEA - Registration	05/14/2024	0	210.00
	Vendor Subtotal:				210.00
5660-50-5662-65210	CLEARFLY	April Phones	05/13/2024	0	192.17
	Vendor Subtotal:				192.17
5660-50-5662-65260	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	177.19
	Vendor Subtotal:				177.19
5660-50-5662-65310	ALLIANT ENERGY	April Gas - Grit Bldg	05/13/2024	0	4,506.00
5660-50-5662-65310	ALLIANT ENERGY	April Gas - WPCP	05/13/2024	0	11,339.22
	Vendor Subtotal:				15,845.22
5660-50-5662-67320	DAVENPORT ELECTRIC CONTRACT	Wire Pulling from MCC to Vault and Dig	05/06/2024	0	841.98 00027333
	Vendor Subtotal:				841.98
5660-50-5663-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	17.26
	Vendor Subtotal:				17.26
5660-50-5663-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	16.31
5660-50-5663-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	16.24
	Vendor Subtotal:				32.55

5660-50-5663-52740	MOTION INDUSTRIES INC	Pure Tac Grease	05/06/2024	0	24.18
		Vendor Subtotal:			24.18
5660-50-5663-52830	ARNOLD MOTOR SUPPLY	Long Handle Ratchet/Teardrop Ratchet	05/13/2024	0	68.98
		Vendor Subtotal:			68.98
5660-50-5663-52830	GRAINGER DEPT 802675066	Wrench	05/13/2024	0	97.54
		Vendor Subtotal:			97.54
5660-50-5663-52830	MENARDS (MUSC)	Drive Bit Set	05/13/2024	0	22.99
		Vendor Subtotal:			22.99
5660-50-5663-52830	PLUMB SUPPLY COMPANY	Ridgid Tube Cutter	05/13/2024	0	57.80
		Vendor Subtotal:			57.80
5660-50-5663-52830	AMAZON.COM	Ball Peen Hammer	05/13/2024	0	38.07
		Vendor Subtotal:			38.07
5660-50-5663-52890	ARNOLD MOTOR SUPPLY	Brake Cleaner	05/06/2024	0	11.97
		Vendor Subtotal:			11.97
5660-50-5663-53120	MENARDS (MUSC)	8 AMP Plug	05/13/2024	0	13.10
		Vendor Subtotal:			13.10
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Splicing Tape/Vinyl Tape	05/06/2024	0	81.04
		Vendor Subtotal:			81.04
5660-50-5663-53130	GRAINGER DEPT 802675066	Backflow Preventer Kits	05/13/2024	0	437.36 00027423

Vendor Subtotal:					437.36
5660-50-5663-53130	PLUMB SUPPLY COMPANY	Nipple/Treaded Tape	05/13/2024	0	30.00
Vendor Subtotal:					30.00
5660-50-5663-53130	AMAZON.COM	Pipe Fittings	05/13/2024	0	27.68
5660-50-5663-53130	AMAZON.COM	Backflow Preventer Kit	05/13/2024	0	130.99 00027408
Vendor Subtotal:					158.67
5660-50-5663-53210	FASTENAL COMPANY	Straps	05/06/2024	0	21.76
5660-50-5663-53210	FASTENAL COMPANY	Hardware	05/06/2024	0	43.05
Vendor Subtotal:					64.81
5660-50-5663-53210	GRAINGER DEPT 802675066	Wire Rope/Turnbuckle	05/06/2024	0	13.29
Vendor Subtotal:					13.29
5660-50-5663-53210	MOTION INDUSTRIES INC	Bearings for Papoose Bar Screen	05/06/2024	0	191.12 00027265
5660-50-5663-53210	MOTION INDUSTRIES INC	Bearings for Papoose Bar Screen	05/06/2024	0	7.01
5660-50-5663-53210	MOTION INDUSTRIES INC	Bearings & Sleeve for Progress Park #2	05/06/2024	0	890.32 00027279
5660-50-5663-53210	MOTION INDUSTRIES INC	Bearings & Sleeve for Progress Park #2	05/06/2024	0	32.60
Vendor Subtotal:					1,121.05
5660-50-5663-53210	AMAZON.COM	Grease Fittings Kit	05/13/2024	0	25.80
5660-50-5663-53210	AMAZON.COM	Glove	05/13/2024	0	42.70
Vendor Subtotal:					68.50
5660-50-5663-53220	GRAINGER DEPT 802675066	Wire Rope	05/06/2024	0	21.39
5660-50-5663-53220	GRAINGER DEPT 802675066	Rope	05/13/2024	0	36.20
5660-50-5663-53220	GRAINGER DEPT 802675066	Shackles	05/13/2024	0	14.30
Vendor Subtotal:					71.89

5660-50-5663-53220	MOTION INDUSTRIES INC	Bearings	05/06/2024	0	379.54 00027286
5660-50-5663-53220	MOTION INDUSTRIES INC	Bearings	05/06/2024	0	134.74
Vendor Subtotal:					514.28
5660-50-5663-53220	AMAZON.COM	Chair Cylinder	05/13/2024	0	22.66
Vendor Subtotal:					22.66
5660-50-5663-65260	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	177.19
Vendor Subtotal:					177.19
5660-50-5663-65310	ALLIANT ENERGY	April Gas - Progress	05/06/2024	0	36.61
5660-50-5663-65310	ALLIANT ENERGY	April Gas - Schley	05/13/2024	0	61.86
5660-50-5663-65310	ALLIANT ENERGY	April Gas - Stewart	05/06/2024	0	33.53
5660-50-5663-65310	ALLIANT ENERGY	April Gas - Bond	05/06/2024	0	53.45
Vendor Subtotal:					185.45
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Miles	05/06/2024	0	227.89
5660-50-5663-65320	MUSCATINE POWER & WATER	April Electric - Stewart	05/13/2024	0	450.01
5660-50-5663-65320	MUSCATINE POWER & WATER	April Electric - Arbor Commons	05/13/2024	0	108.58
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Hershey	05/06/2024	0	97.97
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Hershey BU	05/06/2024	0	26.78
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Bond	05/06/2024	0	170.63
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Schley	05/06/2024	0	108.27
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Magnolia	05/06/2024	0	29.67
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Stormwater	05/06/2024	0	163.48
5660-50-5663-65320	MUSCATINE POWER & WATER	April Electric - Canon	05/13/2024	0	439.60
5660-50-5663-65320	MUSCATINE POWER & WATER	April Electric - Spinning Wheel	05/13/2024	0	38.38
5660-50-5663-65320	MUSCATINE POWER & WATER	April Electric - Houser	05/13/2024	0	157.51
Vendor Subtotal:					2,018.77
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Miles	05/06/2024	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	April Water - Stewart	05/13/2024	0	26.37
5660-50-5663-65410	MUSCATINE POWER & WATER	April Water - Arbor Commons	05/13/2024	0	25.52
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Hershey	05/06/2024	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Bond	05/06/2024	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Schley	05/06/2024	0	25.49

5660-50-5663-65410	MUSCATINE POWER & WATER	April Water - Canon	05/13/2024	0	42.54
5660-50-5663-65410	MUSCATINE POWER & WATER	April Water - Houser	05/13/2024	0	21.28
Vendor Subtotal:					205.04
5660-50-5665-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	25.89
Vendor Subtotal:					25.89
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	31.20
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	22.56
Vendor Subtotal:					53.76
5660-50-5665-51300	AMAZON.COM	Toner	05/13/2024	0	249.57 00027403
Vendor Subtotal:					249.57
5660-50-5665-52210	AIRGAS USA LLC	Argon	05/06/2024	0	434.89 00027163
Vendor Subtotal:					434.89
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	05/06/2024	0	405.17 00027304
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	05/06/2024	0	331.38
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Label Tape Orange Write On	05/13/2024	0	62.26
Vendor Subtotal:					798.81
5660-50-5665-52210	ULINE	100 s-440 White Mailers 100/Bundle	05/13/2024	0	111.95 00027303
Vendor Subtotal:					111.95
5660-50-5665-52210	USA BLUE BOOK	Lab Supplies	05/13/2024	0	224.35 00027217
Vendor Subtotal:					224.35
5660-50-5665-52210	AMAZON.COM	Aquaboon 5 Micro Water Filters	05/06/2024	0	31.30 00027305
5660-50-5665-52210	AMAZON.COM	Omicron Nylon Membrane Filter	05/06/2024	0	154.85 00027305

			Vendor Subtotal:		186.15
5660-50-5665-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - C Randall	05/06/2024	0	121.78
			Vendor Subtotal:		121.78
5660-50-5665-62370	AMAZON.COM	Labels	05/13/2024	0	37.90
			Vendor Subtotal:		37.90
5660-50-5665-62510	ENVIRONMENTAL RESOURCE ASS	Testing	05/06/2024	0	934.99
			Vendor Subtotal:		934.99
5660-50-5665-62530	STATE HYGIENIC LABORATORY A	Testing	05/13/2024	0	16.00
			Vendor Subtotal:		16.00
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	05/06/2024	0	28.40
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	05/13/2024	0	28.40
			Vendor Subtotal:		56.80
5660-50-5665-67320	THERMO ELECTRON NORTH AMER	701-055854 Coverage for Unity Essentia	05/06/2024	0	13,140.00 00027193
			Vendor Subtotal:		13,140.00
5660-50-5666-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	9.39
			Vendor Subtotal:		9.39
5660-50-5666-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	51.63
			Vendor Subtotal:		51.63
5660-50-5666-52830	MENARDS (MUSC)	Tools	05/13/2024	0	171.88 00027362

		Vendor Subtotal:			171.88
5660-50-5666-52840	MENARDS (MUSC)	Gloves	05/13/2024	0	63.94
		Vendor Subtotal:			63.94
5660-50-5666-52890	AMAZON.COM	Lagoon De-watering Pump	05/06/2024	0	447.96 00027248
		Vendor Subtotal:			447.96
5660-50-5666-53140	MENARDS (MUSC)	Paint	05/06/2024	0	68.88
5660-50-5666-53140	MENARDS (MUSC)	Paint	05/13/2024	0	27.92
		Vendor Subtotal:			96.80
5660-50-5666-53210	MENARDS (MUSC)	Lock Pin	05/06/2024	0	13.16
5660-50-5666-53210	MENARDS (MUSC)	Hex Bolt/Lock Nut	05/06/2024	0	17.72
		Vendor Subtotal:			30.88
5660-50-5666-53220	AMAZON.COM	Keyboard Cover	05/13/2024	0	6.19
5660-50-5666-53220	AMAZON.COM	Baskets	05/13/2024	0	29.96
		Vendor Subtotal:			36.15
5660-50-5666-65320	EASTERN IOWA LIGHT & POWER C April Power - Musser		05/13/2024	0	204.60
		Vendor Subtotal:			204.60
5660-50-5666-67150	SINCLAIR	Bolt	05/13/2024	0	96.66
		Vendor Subtotal:			96.66
5660-50-5668-46200	RELIANCE STANDARD LIFE INS CO Life Ins May		05/14/2024	0	6.26
		Vendor Subtotal:			6.26

5660-50-5668-46600	RELIANCE STANDARD LIFE INS COBW LTD May		05/14/2024	0	32.09
		Vendor Subtotal:			32.09
5660-50-5668-52750	MENARDS (MUSC)	Penetrant	05/13/2024	0	6.99 00027359
		Vendor Subtotal:			6.99
5660-50-5668-52830	MENARDS (MUSC)	Edger	05/06/2024	0	41.76
5660-50-5668-52830	MENARDS (MUSC)	Hole Saw Kit	05/13/2024	0	315.45 00027359
5660-50-5668-52830	MENARDS (MUSC)	Tools	05/13/2024	0	31.96 00027431
		Vendor Subtotal:			389.17
5660-50-5668-52890	MENARDS (MUSC)	Op Supplies	05/13/2024	0	97.42 00027431
5660-50-5668-52890	MENARDS (MUSC)	Screen/Tinner/Cleaner	05/13/2024	0	76.15
		Vendor Subtotal:			173.57
5660-50-5668-52890	AMAZON.COM	4 Gallon Backpack Sprayer	05/06/2024	0	161.19 00027266
		Vendor Subtotal:			161.19
5660-50-5668-53220	MENARDS (MUSC)	Cable Ties	05/06/2024	0	80.50
5660-50-5668-53220	MENARDS (MUSC)	Spring Water	05/13/2024	0	3.48 00027359
		Vendor Subtotal:			83.98
5660-50-5668-53220	PLUMB SUPPLY COMPANY	Nipples	05/06/2024	0	12.89
		Vendor Subtotal:			12.89
5660-50-5668-67150	MIDWEST WHEEL CO	Dryer Cartridge	05/06/2024	0	21.20
		Vendor Subtotal:			21.20
5660-50-5668-67320	SINCLAIR	Transmission Sensor Repair on Airport B	05/13/2024	0	621.64 00027297

			Vendor Subtotal:		621.64
			Subtotal for FUND: 5660		65,992.10
5664-00-0000-23550	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Life Insurance	04/26/2024	0		0.22
			Vendor Subtotal:		0.22
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Optional Life	04/26/2024	0		3.29
5664-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.04.2024 Optional Life	04/12/2024	0		3.31
			Vendor Subtotal:		6.60
5664-40-5664-46200	RELIANCE STANDARD LIFE INS COLife Ins May	05/14/2024	0		34.30
			Vendor Subtotal:		34.30
5664-40-5664-46600	RELIANCE STANDARD LIFE INS COBW LTD May	05/14/2024	0		67.41
5664-40-5664-46600	RELIANCE STANDARD LIFE INS COLTD May 24	05/14/2024	0		28.12
			Vendor Subtotal:		95.53
5664-40-5664-46700	MISSION SQUARE	RHS Retirement C Mann	05/14/2024	0	4,765.22
			Vendor Subtotal:		4,765.22
5664-40-5664-51300	SYCAMORE PRINTING INC	MPW Insert (Sewer portion)	05/06/2024	0	89.26 00027241
			Vendor Subtotal:		89.26
5664-40-5664-52830	T&T TOOLS INC	Handy Hook - 3/8" Steel / Single / 30" P	05/06/2024	0	78.00 00026954
5664-40-5664-52830	T&T TOOLS INC	Manhole Hook - 30" Part #MH30	05/06/2024	0	113.00 00026954
			Vendor Subtotal:		191.00
5664-40-5664-65275	VERIZON WIRELESS	April Cell Phones	05/13/2024	0	40.01

			Vendor Subtotal:		40.01
5664-40-5664-65275	VERIZON	April GPS	05/06/2024	0	10.95
			Vendor Subtotal:		10.95
5664-50-5667-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	7.31
			Vendor Subtotal:		7.31
5664-50-5667-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	10.01
			Vendor Subtotal:		10.01
5664-50-5667-52100	TCM BANK NA VISA	Plants	05/14/2024	0	461.40
5664-50-5667-52100	TCM BANK NA VISA	Monarch - Plant	05/14/2024	0	62.29
5664-50-5667-52100	TCM BANK NA VISA	Prairie Nursery - Plants	05/14/2024	0	48.95
			Vendor Subtotal:		572.64
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	05/06/2024	0	170.00
			Vendor Subtotal:		170.00
			Subtotal for FUND: 5664		5,993.05
5711-10-5711-37220	NATHAN HACKETT	Refund - Airport Hanger Rental	05/13/2024	0	244.00
			Vendor Subtotal:		244.00
5711-10-5711-52710	CARVER AERO INC	Fuel	05/06/2024	0	37.30
5711-10-5711-52710	CARVER AERO INC	Fuel	05/13/2024	0	38.14
			Vendor Subtotal:		75.44
5711-10-5711-65310	ALLIANT ENERGY	April Gas - Airport	05/06/2024	0	126.06

			Vendor Subtotal:		126.06
			Subtotal for FUND: 5711		445.50
5811-00-0000-11550	MUNICIPAL COLLECTIONS OF AME	Agent Fees - April	05/14/2024	0	1,082.63
			Vendor Subtotal:		1,082.63
5811-00-0000-23550	RELIANCE STANDARD LIFE INS	COPR Batch 00002.04.2024 Life Insurance	04/26/2024	0	0.40
			Vendor Subtotal:		0.40
5811-20-5811-35150	IOWA MEDICAID ENTERPRISE (IME)	April/May State Share & Jul-Mar Adjustr	05/06/2024	0	23,666.17
			Vendor Subtotal:		23,666.17
5811-20-5811-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	17.74
			Vendor Subtotal:		17.74
5811-20-5811-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	23.42
			Vendor Subtotal:		23.42
5811-20-5811-51200	TCM BANK NA VISA	Amazon - Books	05/14/2024	0	92.19
5811-20-5811-51200	TCM BANK NA VISA	Amazon - Books	05/14/2024	0	116.51
			Vendor Subtotal:		208.70
5811-20-5811-52720	TCM BANK NA VISA	Casey's - Fuel 24-013733	05/14/2024	0	30.20
5811-20-5811-52720	TCM BANK NA VISA	Flying J - Fuel 24-014107	05/14/2024	0	69.84
			Vendor Subtotal:		100.04
5811-20-5811-52730	TCM BANK NA VISA	Kum & Go - Fuel	05/14/2024	0	68.62
5811-20-5811-52730	TCM BANK NA VISA	Kum & Go - Fuel	05/14/2024	0	70.04

Vendor Subtotal:					138.66
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#C944304 Standard IV Extension Set w/	05/06/2024	0	538.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30050 Curaplex Nasal Cannula Green A	05/06/2024	0	28.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#020500 Thomas ET Tube Holder Adult I	05/06/2024	0	59.60 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#E6254 SurgiLance Fixed Depth Safety I	05/06/2024	0	299.85 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14640 Curaplex Select Nasophary	05/06/2024	0	29.90 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#132-305180BX Blunt Fill Needle 18ga :	05/06/2024	0	26.79 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#065-520-611-010 SPUR II BVM with E	05/06/2024	0	395.97 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#625211 BD Blunt Fill Needle and Blunt	05/06/2024	0	41.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#17202 AeroEclipse Aerosol Mask Medi	05/06/2024	0	97.50 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16104 Rigid Yankauer Kit 1/4in ID x 6l	05/06/2024	0	134.50 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84230 Curaplex CuraSlide XC Sa	05/06/2024	0	89.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#0010 Straight Kelly Forceps 5.5in	05/06/2024	0	8.22 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#0129 Magill Forceps Adult	05/06/2024	0	55.90 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sa	05/06/2024	0	178.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1121-03614 Co-Flex NL Cohesive Band	05/06/2024	0	96.12 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-TT1BX Perforated Plastic Trar	05/06/2024	0	197.88 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#230005 Ambu BlueSensor SP Adult 10	05/06/2024	0	458.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1061-17517 PDI Super Sani-Cloth Alcc	05/06/2024	0	82.56 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex IV Admin Set 15	05/06/2024	0	319.00 00027239
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#42-BE169 Oxygen Tank Wrench with I	05/06/2024	0	74.37 00027194
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-25010 Masimo M-LNCS DC-I SpO	05/13/2024	0	491.98 00027412
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Saf	05/13/2024	0	89.00 00027430
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1633-30303 Omnifix Luer Lock Tip Syr	05/13/2024	0	8.00 00027430
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#952050 Rapid Heat Disposable Hot Pac	05/13/2024	0	39.16 00027430
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2763-53050 Assure Prism Multi Blood	05/13/2024	0	135.48 00027430
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evident	05/13/2024	0	149.05 00027430
Vendor Subtotal:					4,122.83
5811-20-5811-52840	FELD FIRE	Software for CompX Locks	05/06/2024	0	395.00 00025693
5811-20-5811-52840	FELD FIRE	CompX Series 150 HID iCLASS/Numeri	05/06/2024	0	2,496.00 00025693
Vendor Subtotal:					2,891.00
5811-20-5811-52840	S.J. SMITH CO.	Pull Over Seal for Medical Post	05/06/2024	0	56.78
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	05/13/2024	0	77.40
Vendor Subtotal:					134.18

5811-20-5811-52840	WESTER DRUG	April	05/06/2024	0	60.00
		Vendor Subtotal:			60.00
5811-20-5811-52840	VYAIRE	M2M Assy Pat Circ w/o PEEP ADT SPU	05/06/2024	0	170.21 00027223
5811-20-5811-52840	VYAIRE	Shipping	05/06/2024	0	32.01
5811-20-5811-52840	VYAIRE	M2M Circ SPU w/o PEEP Elbow Adult -	05/06/2024	0	442.68 00027219
5811-20-5811-52840	VYAIRE	Shipping	05/06/2024	0	96.03
		Vendor Subtotal:			740.93
5811-20-5811-52840	MASIMO	Freight	05/06/2024	0	9.00
5811-20-5811-52840	MASIMO	#4454 NomoLine-O LH Adult/Pediatric .	05/06/2024	0	359.00 00027242
5811-20-5811-52840	MASIMO	#2512 M-LNCS InfAdh Sens 20/box	05/06/2024	0	270.00 00027242
5811-20-5811-52840	MASIMO	#2919 M-LNCS E1 Ear Adh Sens 10/box	05/13/2024	0	240.00 00027242
		Vendor Subtotal:			878.00
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Supplies for Ambulance #352 Oil Change	05/06/2024	0	144.33 00026459
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Filters	05/06/2024	0	17.61
		Vendor Subtotal:			161.94
5811-20-5811-53220	FELD FIRE	Thermostat for Ambulance #351	05/06/2024	0	119.75 00027004
5811-20-5811-53220	FELD FIRE	Thermostat for Ambulance #351	05/06/2024	0	7.00
		Vendor Subtotal:			126.75
5811-20-5811-53220	MENARDS (MUSC)	Marking Paint/Fix-A-Flat	05/13/2024	0	96.96
		Vendor Subtotal:			96.96
5811-20-5811-61140	TCM BANK NA VISA	Medicare Re-Validation Fee (every 5yrs)	05/14/2024	0	709.00 00027270
		Vendor Subtotal:			709.00
5811-20-5811-62220	STERICYCLE INC	Medical Waste Hauling	05/06/2024	0	235.36

			Vendor Subtotal:		235.36
5811-20-5811-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	05/13/2024	0	75.00
			Vendor Subtotal:		75.00
5811-20-5811-62290	STERICYCLE INC	Shredding	05/06/2024	0	38.19
			Vendor Subtotal:		38.19
5811-20-5811-62370	LUPTON & TOYNE PRINTERS	Business Cards - R Rock	05/06/2024	0	30.00
			Vendor Subtotal:		30.00
5811-20-5811-62370	SIGN PRO	1"x2" Reflective Decals - Property of MF	05/06/2024	0	77.00 00027273
5811-20-5811-62370	SIGN PRO	2"x4" Reflective Decals - Property of MF	05/06/2024	0	184.00 00027273
			Vendor Subtotal:		261.00
5811-20-5811-64200	EASTERN IA COMMUNITY COLLEGE	BLS/PALS	05/06/2024	0	171.00
			Vendor Subtotal:		171.00
5811-20-5811-64200	EMS LEARNING RESOURCE CENTER	PALS Instructor Class	05/06/2024	0	200.00
			Vendor Subtotal:		200.00
5811-20-5811-64400	TCM BANK NA VISA	Flying J - Transfer Meal 24-014107	05/14/2024	0	18.15
5811-20-5811-64400	TCM BANK NA VISA	Raising Cane's - Transfer Meal 24-015520	05/14/2024	0	20.97
			Vendor Subtotal:		39.12
5811-20-5811-64600	EASTERN IA COMMUNITY COLLEGE	Paramedic Class - Duncan/Whitehall/Jans	05/06/2024	0	600.00
			Vendor Subtotal:		600.00
5811-20-5811-64600	TCM BANK NA VISA	Wyzant - Tutoring Fees C Hendrix	05/14/2024	0	54.50

5811-20-5811-64600	TCM BANK NA VISA	Wyzant - Tutoring Fees C Hendrix	05/14/2024	0	54.50
		Vendor Subtotal:			109.00
5811-20-5811-64600	BRANDON RHEINGANS	Reimb Paramedic Tutor 4/22/24	05/13/2024	0	54.50
5811-20-5811-64600	BRANDON RHEINGANS	Reimb Paramedic Tutor 4/29/24	05/13/2024	0	54.50
		Vendor Subtotal:			109.00
5811-20-5811-65240	MUSCATINE POWER & WATER	March Internet - Fire #2	05/06/2024	0	255.00
		Vendor Subtotal:			255.00
5811-20-5811-65260	AT&T MOBILITY	Cell Phones	05/06/2024	0	83.86
		Vendor Subtotal:			83.86
5811-20-5811-65260	T-MOBILE	April	05/06/2024	0	213.15
		Vendor Subtotal:			213.15
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	copier	05/06/2024	0	37.66
		Vendor Subtotal:			37.66
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC		05/13/2024	0	194.95
		Vendor Subtotal:			194.95
5811-20-5811-67320	TCM BANK NA VISA	Station Automation PSTrax - Monthly	05/14/2024	0	322.62
		Vendor Subtotal:			322.62
5811-20-5811-67320	LIFEMED SAFETY, INC	Carefusion ReVel 6-Year/30K Preventative	05/06/2024	0	2,079.80 00026543
5811-20-5811-67320	LIFEMED SAFETY, INC	ProTek Biomedical Services Bench Repair	05/06/2024	0	300.00 00025721
5811-20-5811-67320	LIFEMED SAFETY, INC	ProTek Re-Certification / Preventative Maintenance	05/06/2024	0	300.00 00025722
5811-20-5811-67320	LIFEMED SAFETY, INC	Vyaire Medical ReVel Replacement Lock	05/06/2024	0	90.50 00025721
5811-20-5811-67320	LIFEMED SAFETY, INC	Vyaire Medical ReVel Ventilator Replacement	05/06/2024	0	338.50 00025721
5811-20-5811-67320	LIFEMED SAFETY, INC	ProTek Re-Certification / Preventative Maintenance	05/06/2024	0	751.00

Vendor Subtotal:					3,859.80
5811-20-5811-69400	TCM BANK NA VISA	IL Dept of Public Health - IL Lic Renewa	05/14/2024	0	41.00
5811-20-5811-69400	TCM BANK NA VISA	IL Dept of Public Health - EMT Inital Lic	05/14/2024	0	97.14
5811-20-5811-69400	TCM BANK NA VISA	IL Dept of Public Health - EMT Inital Lic	05/14/2024	0	97.14
Vendor Subtotal:					235.28
Subtotal for FUND: 5811					42,229.34
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.04.2024 Optional Life	04/12/2024	0	47.00	
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.04.2024 Optional Life	04/26/2024	0	47.00	
Vendor Subtotal:					94.00
7625-40-7625-46200	RELIANCE STANDARD LIFE INS COLife Ins May	05/14/2024	0	23.77	
Vendor Subtotal:					23.77
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COBW LTD May	05/14/2024	0	50.61	
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COLTD May 24	05/14/2024	0	16.56	
Vendor Subtotal:					67.17
7625-40-7625-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - T Chapman	05/06/2024	0	66.87
Vendor Subtotal:					66.87
7625-40-7625-52400	AMAZON.COM	Blue Shop Rags for Shop	05/13/2024	0	268.88 00027397
Vendor Subtotal:					268.88
7625-40-7625-52720	BLICK & BLICK OIL INC	Pump and Store Fuel	05/06/2024	0	490.00 00027339
7625-40-7625-52720	BLICK & BLICK OIL INC	Pump and Store Fuel	05/06/2024	0	42.50
7625-40-7625-52720	BLICK & BLICK OIL INC	Gas for Bulk Tank	05/13/2024	0	22,584.30 00027406
7625-40-7625-52720	BLICK & BLICK OIL INC	Gas for Bulk Tank	05/13/2024	0	8.74

			Vendor Subtotal:		23,125.54
7625-40-7625-52730	BLICK & BLICK OIL INC	Diesel for Bulk Tank	05/13/2024	0	18,850.79 00027406
			Vendor Subtotal:		18,850.79
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Coupler	05/06/2024	0	26.37
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Lights	05/06/2024	0	96.05
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Lights	05/06/2024	0	49.99
			Vendor Subtotal:		172.41
7625-40-7625-53210	GRAINGER DEPT 802675066	Adhesive Numbers for Stock	05/06/2024	0	110.20 00027346
			Vendor Subtotal:		110.20
7625-40-7625-53210	NAPA OF MUSCATINE	Headlight/Cricuit Breaker	05/13/2024	0	78.51
			Vendor Subtotal:		78.51
7625-40-7625-53210	RDO TRUCK CENTERS	Lights	05/06/2024	0	27.82
			Vendor Subtotal:		27.82
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	05/06/2024	0	41.70
			Vendor Subtotal:		41.70
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	05/06/2024	0	-290.62
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Alternator	05/06/2024	0	290.62
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oil Dye	05/06/2024	0	44.64
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oxygen	05/06/2024	0	60.95
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Gasket Kit	05/06/2024	0	40.95
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fuel Cap	05/13/2024	0	14.00
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Control Cable Assembly	05/14/2024	0	85.62
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Treadlocker/Tune UP Grease	05/13/2024	0	38.88
			Vendor Subtotal:		285.04

7625-40-7625-53220	HENDERSON PRODUCTS INC.	Spinner Motor for Stock	05/13/2024	0	212.83 00027407
		Vendor Subtotal:			212.83
7625-40-7625-53220	MOTION INDUSTRIES INC	Belts for 17	05/13/2024	0	232.78 00027449
7625-40-7625-53220	MOTION INDUSTRIES INC	Belts for 17	05/13/2024	0	18.99
		Vendor Subtotal:			251.77
7625-40-7625-53220	SADLER POWER TRAIN INC	Rear Brake Drums for 440	05/13/2024	0	898.48 00027285
7625-40-7625-53220	SADLER POWER TRAIN INC	Cast Shoe Brake Hardware Kit	05/13/2024	0	195.94
7625-40-7625-53220	SADLER POWER TRAIN INC	Return	05/13/2024	0	-195.94
		Vendor Subtotal:			898.48
7625-40-7625-53220	THOMAS BUS SALES OF IOWA INC	Harness and Module for 257	05/06/2024	0	1,064.00 00026611
7625-40-7625-53220	THOMAS BUS SALES OF IOWA INC	Freight	05/06/2024	0	10.00
		Vendor Subtotal:			1,074.00
7625-40-7625-53220	TITAN MACHINERY INC	Cab Parts for 149	05/14/2024	0	264.30 00027348
		Vendor Subtotal:			264.30
7625-40-7625-53220	JASON SELL	New Engine for 745	05/06/2024	0	7,747.71 00027170
7625-40-7625-53220	JASON SELL	New Engine for 745	05/06/2024	0	487.24
		Vendor Subtotal:			8,234.95
7625-40-7625-53220	CARQUEST OF MUSCATINE	Valve for 439	05/06/2024	0	106.35 00027292
7625-40-7625-53220	CARQUEST OF MUSCATINE	Oil Seal	05/06/2024	0	9.40
7625-40-7625-53220	CARQUEST OF MUSCATINE	Return	05/06/2024	0	-106.35
		Vendor Subtotal:			9.40
7625-40-7625-53220	SHUR CO	Tarps for Transfer Trailers	05/06/2024	0	804.62 00027216
7625-40-7625-53220	SHUR CO	Tarps for Transfer Trailers	05/06/2024	0	805.59 00027251

			Vendor Subtotal:		1,610.21
7625-40-7625-62210	RANDY MOELLER	Reimb Uniforms - R Moeller	05/14/2024	0	100.00
			Vendor Subtotal:		100.00
7625-40-7625-62530	CENTRAL PETROLEUM EQUIP CO	Troubleshoot Pump #2	05/13/2024	0	126.00
			Vendor Subtotal:		126.00
7625-40-7625-62530	SAFETY-KLEEN, INC	Used Oil	05/06/2024	0	112.18
			Vendor Subtotal:		112.18
7625-40-7625-65275	VERIZON	April GPS	05/06/2024	0	17.45
			Vendor Subtotal:		17.45
7625-40-7625-67130	MARTIN EQUIPMENT OF IA-IL INC	Diagnose and Repair #20	05/06/2024	0	8,926.89 00027379
7625-40-7625-67130	MARTIN EQUIPMENT OF IA-IL INC	Warranty Replacement of DEF Header	05/13/2024	0	702.13 00027388
			Vendor Subtotal:		9,629.02
7625-40-7625-67130	DOUGLAS C REIST	Tow #136	05/06/2024	0	200.00
			Vendor Subtotal:		200.00
7625-40-7625-67130	TRUCKS UNLIMITED INC	Diagnose 440 Wrench Light	05/06/2024	0	119.00 00027367
7625-40-7625-67130	TRUCKS UNLIMITED INC	Diagnose and Repair 436	05/06/2024	0	351.99 00027395
			Vendor Subtotal:		470.99
7625-40-7625-67130	GARAGE 5SIX3	Alignment #1007	05/13/2024	0	97.20
			Vendor Subtotal:		97.20
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for RC14	05/06/2024	0	142.90 00027352

7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for RC15	05/06/2024	0	101.45 00027366
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	05/13/2024	0	88.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Front Tires for 913	05/13/2024	0	228.00 00027381
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Front Tires for 913	05/13/2024	0	30.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Police Car Tires for Stock	05/13/2024	0	608.00 00027382
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Police Car Tires for Stock	05/13/2024	0	84.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 937	05/13/2024	0	640.00 00027409
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 937	05/13/2024	0	24.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Trailer Tires for 127	05/13/2024	0	304.00 00027454
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Labor	05/13/2024	0	27.00
		Vendor Subtotal:			2,277.85
7625-40-7625-67140	EASTERN IOWA TIRE INC	Rear Tires for #18	05/13/2024	0	3,600.00 00027419
		Vendor Subtotal:			3,600.00
		Subtotal for FUND: 7625			72,399.33
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	April Health Admin	05/14/2024	0	51,674.70
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	April Health Claims	05/14/2024	0	343,221.43
		Vendor Subtotal:			394,896.13
7650-00-7650-46150	WELLMARK BLUE CROSS & BLUE	April Weekly Deposits	05/14/2024	0	-328,000.00
		Vendor Subtotal:			-328,000.00
		Subtotal for FUND: 7650			66,896.13
7655-00-7655-46300	WELLMARK BLUE CROSS & BLUE	April Dental Admin	05/14/2024	0	786.00
7655-00-7655-46300	WELLMARK BLUE CROSS & BLUE	April Dental Claims	05/14/2024	0	19,513.16
		Vendor Subtotal:			20,299.16
		Subtotal for FUND: 7655			20,299.16
7921-00-7921-69900	MERITAIN HEALTH	Refund Overpayment B Collins	05/14/2024	0	231.70

Vendor Subtotal:					231.70
7921-00-7921-69900	TCM BANK NA VISA	Amazon - Egg Hunt Prizes (Reimbursed)	05/14/2024	0	200.00
7921-00-7921-69900	TCM BANK NA VISA	Mi Mexico - APWA Meal Tip Overage	05/14/2024	0	1.12
7921-00-7921-69900	TCM BANK NA VISA	My Parking Permit Tax Charged	05/14/2024	0	17.37
7921-00-7921-69900	TCM BANK NA VISA	Hy-Vee - Food Rivershare AOW Meeting	05/14/2024	0	0.49
7921-00-7921-69900	TCM BANK NA VISA	TST Satori Ramen Bar - Meal Garrett Ov	05/14/2024	0	6.31
7921-00-7921-69900	TCM BANK NA VISA	Apple - I Cloud Storage Fee Tax	05/14/2024	0	0.21
7921-00-7921-69900	TCM BANK NA VISA	TST Mikey Late Night - Meal Garrett Ov	05/14/2024	0	1.53
7921-00-7921-69900	TCM BANK NA VISA	Local Cantina - Meal Garrett Overage	05/14/2024	0	0.21
7921-00-7921-69900	TCM BANK NA VISA	TST Mikey Late Night - Meal Garrett Ov	05/14/2024	0	0.26
7921-00-7921-69900	TCM BANK NA VISA	Canva - Annual Fee Tax	05/14/2024	0	17.34
7921-00-7921-69900	TCM BANK NA VISA	ACH Hotel - Meal Garrett Overage	05/14/2024	0	0.45
7921-00-7921-69900	TCM BANK NA VISA	TST Bareburger - Meal Garrett Overage	05/14/2024	0	10.34
Vendor Subtotal:					255.63
Subtotal for FUND: 7921					487.33
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	9.31
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	6.13
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	18.87
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	20.58
7940-00-7940-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	12.18
Vendor Subtotal:					67.07
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	13.02
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	10.46
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	10.32
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	24.44
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	LTD May 24	05/14/2024	0	32.93
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	3.19
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	1.60
7940-00-7940-46600	RELIANCE STANDARD LIFE INS CO	BW LTD May	05/14/2024	0	11.17
Vendor Subtotal:					107.13
7940-00-7940-62310	XEROX CORPORATION	December Copies	05/13/2024	0	6.35
7940-00-7940-62310	XEROX CORPORATION	December Copies	05/13/2024	0	0.91

7940-00-7940-62310	XEROX CORPORATION	December Copies	05/13/2024	0	0.91
7940-00-7940-62310	XEROX CORPORATION	December Copies	05/13/2024	0	7.25
7940-00-7940-62310	XEROX CORPORATION	March Copies	05/13/2024	0	3.26
7940-00-7940-62310	XEROX CORPORATION	March Copies	05/13/2024	0	0.47
7940-00-7940-62310	XEROX CORPORATION	March Copies	05/13/2024	0	0.47
7940-00-7940-62310	XEROX CORPORATION	March Copies	05/13/2024	0	3.73
7940-00-7940-62310	XEROX CORPORATION	February Copies	05/13/2024	0	8.35
7940-00-7940-62310	XEROX CORPORATION	February Copies	05/13/2024	0	1.19
7940-00-7940-62310	XEROX CORPORATION	February Copies	05/13/2024	0	1.19
7940-00-7940-62310	XEROX CORPORATION	February Copies	05/13/2024	0	9.55
7940-00-7940-62310	XEROX CORPORATION	January Copies	05/13/2024	0	2.71
7940-00-7940-62310	XEROX CORPORATION	January Copies	05/13/2024	0	0.39
7940-00-7940-62310	XEROX CORPORATION	January Copies	05/13/2024	0	0.39
7940-00-7940-62310	XEROX CORPORATION	January Copies	05/13/2024	0	3.09
7940-00-7940-62310	XEROX CORPORATION	April Copies	05/13/2024	0	4.34
7940-00-7940-62310	XEROX CORPORATION	April Copies	05/13/2024	0	0.62
7940-00-7940-62310	XEROX CORPORATION	April Copies	05/13/2024	0	0.62
7940-00-7940-62310	XEROX CORPORATION	April Copies	05/13/2024	0	4.96
		Vendor Subtotal:			60.75
7940-00-7940-65275	VERIZON	April GPS	05/06/2024	0	34.90
		Vendor Subtotal:			34.90
		Subtotal for FUND: 7940			269.85
7942-00-7942-46200	RELIANCE STANDARD LIFE INS CO	Life Ins May	05/14/2024	0	1.35
		Vendor Subtotal:			1.35
7942-00-7942-46600	RELIANCE STANDARD LIFE INS CO	LT May 24	05/14/2024	0	1.55
		Vendor Subtotal:			1.55
		Subtotal for FUND: 7942			2.90
8144-10-8144-61610	MARTIN GARDNER ARCHITECTURE	Downtown Facade Revitalization	05/14/2024	0	3,352.44

			Vendor Subtotal:		3,352.44
8144-10-8144-73700	CORNERSTONE COMMERCIAL CONDTR Payment #1		05/14/2024	0	97,224.58
			Vendor Subtotal:		97,224.58
			Subtotal for FUND: 8144		100,577.02
8148-10-8148-64120	TCM BANK NA VISA	Kwik Star - Fuel	05/14/2024	0	40.93
8148-10-8148-64120	TCM BANK NA VISA	Home Performance Coal - Lead Grant Tr	05/14/2024	0	1,095.00
8148-10-8148-64120	TCM BANK NA VISA	Reservations.com - Lodging Royal-Good	05/14/2024	0	49.73
8148-10-8148-64120	TCM BANK NA VISA	Reservations.com - Lodging Royal-Good	05/14/2024	0	577.79
8148-10-8148-64120	TCM BANK NA VISA	Exxon - Fuel	05/14/2024	0	51.37
8148-10-8148-64120	TCM BANK NA VISA	Home Performance - Registration Bell	05/14/2024	0	1,095.00
8148-10-8148-64120	TCM BANK NA VISA	MPLS Parking Ramp - Parking Fee	05/14/2024	0	9.00
8148-10-8148-64120	TCM BANK NA VISA	MPLS Parking Ramp - Parking Fee	05/14/2024	0	9.00
			Vendor Subtotal:		2,927.82
			Subtotal for FUND: 8148		2,927.82
8180-90-8180-46200	RELIANCE STANDARD LIFE INS COLife Ins May		05/14/2024	0	9.58
			Vendor Subtotal:		9.58
8180-90-8180-46600	RELIANCE STANDARD LIFE INS COLTD May 24		05/14/2024	0	14.54
			Vendor Subtotal:		14.54
			Subtotal for FUND: 8180		24.12
8451-30-8451-74250	DELL MARKETING L.P.	Latitude 5540	05/13/2024	0	1,151.84 00027373
			Vendor Subtotal:		1,151.84
			Subtotal for FUND: 8451		1,151.84

8711-01-8711-69300	Riverview Hotel Development	TIF Rebate FY24 Pmt #3	05/14/2024	0	25,305.09
		Vendor Subtotal:			25,305.09
		Subtotal for FUND: 8711			25,305.09
8715-01-8715-69300	HERSHEY PROPERTY, LLC	TIF Rebate FY 24 Pmt #2	05/14/2024	0	33,318.40
		Vendor Subtotal:			33,318.40
		Subtotal for FUND: 8715			33,318.40
9002-00-0000-21140	GEORGE WOODWARD	Security Deposit Refund	05/13/2024	0	250.00
		Vendor Subtotal:			250.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 5/10/24	05/13/2024	0	2,710.23
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 5/10/24	05/13/2024	0	94.34
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 5/10/24	05/13/2024	0	2.28
		Vendor Subtotal:			2,806.85
9002-90-9020-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	05/13/2024	0	37.50
		Vendor Subtotal:			37.50
9002-90-9020-41500	MELISSA RINNERT	Reimb Travel 4/22/24 - 4/23/24	05/13/2024	0	117.44
		Vendor Subtotal:			117.44
9002-90-9020-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	284.48
9002-90-9020-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	142.24
		Vendor Subtotal:			426.72
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	MPW April Base PRI	05/13/2024	0	10.00

			Vendor Subtotal:		10.00
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE'	Postage	05/13/2024	0	3.65
			Vendor Subtotal:		3.65
9002-90-9020-41910	TENANT REPORTS.COM LLC	Background Reports	05/13/2024	0	21.00
9002-90-9020-41910	TENANT REPORTS.COM LLC	Background Checks	05/14/2024	0	21.00
			Vendor Subtotal:		42.00
9002-90-9020-41911	AMAZON.COM	Mutt Mitt Singles	05/14/2024	0	92.99
			Vendor Subtotal:		92.99
9002-90-9020-41914	CITY OF MUSCATINE HOUSING RE'	MPW March - April Machlink	05/13/2024	0	23.56
			Vendor Subtotal:		23.56
9002-90-9020-43700	ALLIANT ENERGY	April Gas - Clark House	05/13/2024	0	2,497.36
			Vendor Subtotal:		2,497.36
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 5/10/24	05/13/2024	0	1,895.73
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 5/10/24	05/13/2024	0	1,528.63
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 5/10/24	05/13/2024	0	7.80
			Vendor Subtotal:		3,432.16
9002-90-9020-44201	MENARDS (MUSC)	Screen/Tubing/Black Tape	05/13/2024	0	45.18
			Vendor Subtotal:		45.18
9002-90-9020-44201	AMAZON.COM	Sensor	05/13/2024	0	9.99
			Vendor Subtotal:		9.99

9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE'	April Fuel	05/13/2024	0	77.33
		Vendor Subtotal:			77.33
9002-90-9020-44203	AMAZON.COM	CH Jobsite/Rehab Camera Replacement:	05/13/2024	0	249.95 00026884
9002-90-9020-44203	AMAZON.COM	CH Jobsite/Rehab Camera Replacement:	05/13/2024	0	7.38
		Vendor Subtotal:			257.33
9002-90-9020-44204	MARK A DIERCKS	Duplicate Keys	05/13/2024	0	16.00
		Vendor Subtotal:			16.00
9002-90-9020-44204	AMAZON.COM	Screen Retainer Spline	05/13/2024	0	10.46
		Vendor Subtotal:			10.46
9002-90-9020-44208	AMAZON.COM	Thermostat	05/13/2024	0	76.80
		Vendor Subtotal:			76.80
9002-90-9020-44301	CITY OF MUSCATINE HOUSING RE'	April Refuse	05/13/2024	0	38.20
		Vendor Subtotal:			38.20
9002-90-9020-44301	GEORGE WOODWARD	Disposal	05/13/2024	0	-7.00
		Vendor Subtotal:			-7.00
9002-90-9020-44302	PHELPS CLEANING SERVICE INC	CH 407 Bio Waste Cleanup and Restorart	05/13/2024	0	875.00 00027302
		Vendor Subtotal:			875.00
9002-90-9020-44302	GEORGE WOODWARD	Cleaning	05/13/2024	0	-119.35
		Vendor Subtotal:			-119.35
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Garage	05/13/2024	0	20.00

9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-11-24 CH 1002 Bed Bug Initial	05/13/2024	0	428.00 00027174
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-11-24 CH 1103 Bed Bug Initial	05/13/2024	0	428.00 00027174
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-11-24 CH 1103 Bed Bug Initial	05/13/2024	0	10.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #204	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-11-2024 (additons to calendar) CF	05/13/2024	0	200.00 00027206
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #504	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #404	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-18-24 Bed Bug Initial Treatments	05/13/2024	0	422.00 00027260
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #404	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-25-24 BBTreatment 1103, 1002, 7	05/13/2024	0	700.00 00027262
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #204	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #504	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #505	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #204	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 3-28-24 CH 700, 407, 405, 302, 301	05/13/2024	0	500.00 00027033
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #603	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #1103	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #1105	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #801	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 3-28-24 CH 205 Bed Bug Initial	05/13/2024	0	250.00 00027033
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #300	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #510	05/13/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Common Areas	05/13/2024	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 4-11-24 CH Bed Bug Treatments 70	05/13/2024	0	400.00 00027174
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control QTRLY Bedbug Inspection	05/13/2024	0	600.00
Vendor Subtotal:					4,338.00
9002-90-9020-44311	KELLY HEATING COOLING & PLBGClark House Commercial Toilet Repair,(r	05/06/2024	0	85.00 00027376	
9002-90-9020-44311	KELLY HEATING COOLING & PLBGClark House Commercial Toilet Repair,(r	05/06/2024	0	6.17 00027376	
9002-90-9020-44311	KELLY HEATING COOLING & PLBGClark House Commercial Toilet Repair,(r	05/06/2024	0	110.14 00027376	
Vendor Subtotal:					201.31
9002-90-9020-44312	NELSON ELECTRIC INC	CH Closet Heater Thermostat Replaceme:	05/13/2024	0	105.00 00027391
9002-90-9020-44312	NELSON ELECTRIC INC	CH Closet Heater Thermostat, Line Volta	05/13/2024	0	65.22 00027391
Vendor Subtotal:					170.22
9002-90-9020-44313	ZACK STUMBO	CH Weekly Lawn Mowing April	05/13/2024	0	120.00 00027134

			Vendor Subtotal:		120.00
9002-90-9020-44315	GEORGE WOODWARD	Damages	05/13/2024	0	-47.74
			Vendor Subtotal:		-47.74
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	CH 4th Floor Washer Service, Service La	05/13/2024	0	36.00 00027369
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	CH 4th Floor Washer Service, Service Ca	05/13/2024	0	79.00 00027369
			Vendor Subtotal:		115.00
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 5/10/24	05/13/2024	0	11.09
			Vendor Subtotal:		11.09
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 5/10/24	05/13/2024	0	468.32
			Vendor Subtotal:		468.32
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 5/10/24	05/13/2024	0	588.98
			Vendor Subtotal:		588.98
			Subtotal for FUND: 9002		16,985.35
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 5/10/24	05/13/2024	0	1,432.13
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 5/10/24	05/13/2024	0	5.20
			Vendor Subtotal:		1,437.33
9004-90-9040-41904	CITY OF MUSCATINE HOUSING RE'	MPW April Base PRI	05/13/2024	0	4.74
			Vendor Subtotal:		4.74
9004-90-9040-41910	TENANT REPORTS.COM LLC	Background Reports	05/13/2024	0	7.00
9004-90-9040-41910	TENANT REPORTS.COM LLC	Background Checks	05/14/2024	0	7.00

			Vendor Subtotal:		14.00
9004-90-9040-41914	CITY OF MUSCATINE HOUSING RE'MPW March - April	Machlink	05/13/2024	0	11.16
			Vendor Subtotal:		11.16
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'Maint Full-Time Wages	5/10/24	05/13/2024	0	947.86
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'Maint Part-Time Wages	5/10/24	05/13/2024	0	1,262.19
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'Maint Longevity	5/10/24	05/13/2024	0	13.65
			Vendor Subtotal:		2,223.70
9004-90-9040-44202	CITY OF MUSCATINE HOUSING RE'April	Fuel	05/13/2024	0	38.67
			Vendor Subtotal:		38.67
9004-90-9040-44204	TCM BANK NA VISA	HM Bath Fan Parts: Broan blower Wheel	05/14/2024	0	42.69 00027234
9004-90-9040-44204	TCM BANK NA VISA	HM Bath Fan Parts: Broan Blower Motor	05/14/2024	0	114.99 00027234
			Vendor Subtotal:		157.68
9004-90-9040-44206	PLUMB SUPPLY COMPANY	Drain Cleaner/Floor Outlet	05/14/2024	0	63.58
			Vendor Subtotal:		63.58
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #110	05/13/2024	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	DOS 3-28-24 HM 108 BB Treatment	05/13/2024	0	100.00 00027033
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control Kitchen	05/13/2024	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #112	05/13/2024	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control	05/13/2024	0	300.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control	05/13/2024	0	50.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #112	05/13/2024	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control #110	05/13/2024	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	DOS 4-11-24 HM108 Bed Bug Treatmen	05/13/2024	0	100.00 00027174
			Vendor Subtotal:		650.00
9004-90-9040-44313	ZACK STUMBO	HM Lawn Mowing Service April	05/13/2024	0	390.00 00027136

			Vendor Subtotal:		390.00
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 5/10/24	05/13/2024	0	7.32
			Vendor Subtotal:		7.32
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'	FICA 5/10/24	05/13/2024	0	273.32
			Vendor Subtotal:		273.32
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 5/10/24	05/13/2024	0	345.59
			Vendor Subtotal:		345.59
9004-90-9040-75500	JL BRADY CO LLC	HVAC Pay App #11	05/13/2024	0	106,619.30
9004-90-9040-75500	JL BRADY CO LLC	Interest on Late Payments	05/14/2024	0	5,514.91
			Vendor Subtotal:		112,134.21
			Subtotal for FUND: 9004		117,751.30
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit J Fisher 2708 C Bloon	05/06/2024	0	140.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit A Carter 2800 A Bloon	05/06/2024	0	112.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit A Titus 2808 B Bloon	05/06/2024	0	146.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit R Piaga 2808 C Bloon	05/06/2024	0	146.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit G Perez 2812 B Bloon	05/06/2024	0	66.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit A Garren 2812 C Bloon	05/06/2024	0	73.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit A Huscko 2812 D Bloon	05/06/2024	0	1.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit B Swanson 2812 E Bloon	05/06/2024	0	78.00
9006-90-9060-31100	MUSCATINE POWER & WATER	May Utility Credit I Sherrill 2908 C Bloon	05/06/2024	0	75.00
			Vendor Subtotal:		837.00
9006-90-9060-36920	MUNICIPAL COLLECTIONS OF AME	Agent Fees - April Dyer Collections	05/14/2024	0	8.97
			Vendor Subtotal:		8.97
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 5/10/24	05/13/2024	0	1,556.08

9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 5/10/24	05/13/2024	0	94.36
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 5/10/24	05/13/2024	0	1.95
		Vendor Subtotal:			1,652.39
9006-90-9060-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	05/13/2024	0	25.00
		Vendor Subtotal:			25.00
9006-90-9060-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	284.48
		Vendor Subtotal:			284.48
9006-90-9060-41500	KEEYANA LANZ	Reimb Meals 4/22/24 - 4/24/24	05/14/2024	0	20.34
		Vendor Subtotal:			20.34
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE'	MPW April Base PRI	05/13/2024	0	4.73
		Vendor Subtotal:			4.73
9006-90-9060-41910	TENANT REPORTS.COM LLC	Background Checks	05/14/2024	0	14.00
9006-90-9060-41910	TENANT REPORTS.COM LLC	Background Reports	05/13/2024	0	14.00
		Vendor Subtotal:			28.00
9006-90-9060-41914	CITY OF MUSCATINE HOUSING RE'	MPW March - April Machlink	05/13/2024	0	11.15
		Vendor Subtotal:			11.15
9006-90-9060-43100	MUSCATINE POWER & WATER	April Water - Sunset	05/13/2024	0	11.20
		Vendor Subtotal:			11.20
9006-90-9060-43200	MUSCATINE POWER & WATER	April Electric - Sunset	05/13/2024	0	22.25
		Vendor Subtotal:			22.25

9006-90-9060-43700	ALLIANT ENERGY	April Gas - 2800 Apt A	05/13/2024	0	34.18
		Vendor Subtotal:			34.18
9006-90-9060-43900	MUSCATINE POWER & WATER	April Sewer - Sunset	05/13/2024	0	23.30
		Vendor Subtotal:			23.30
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 5/10/24	05/13/2024	0	2,247.22
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 5/10/24	05/13/2024	0	162.93
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 5/10/24	05/13/2024	0	7.80
		Vendor Subtotal:			2,417.95
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE'	April Fuel	05/13/2024	0	38.66
		Vendor Subtotal:			38.66
9006-90-9060-44202	SMITH SALES & SERVICE	Fuel Can/Oil	05/14/2024	0	49.45
		Vendor Subtotal:			49.45
9006-90-9060-44204	MENARDS (MUSC)	SS 2800A Rear Door Replacement: Mast	05/13/2024	0	320.21 00027368
		Vendor Subtotal:			320.21
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Kitchen Faucet Stock: Delta Model DI	05/13/2024	0	372.40 00027153
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Faucet	05/14/2024	0	69.16
		Vendor Subtotal:			441.56
9006-90-9060-44206	AMAZON.COM	Valve Stem Assembly	05/13/2024	0	91.08
		Vendor Subtotal:			91.08
9006-90-9060-44206	TCM BANK NA VISA	Zoro - Faucet Parts	05/14/2024	0	74.75
		Vendor Subtotal:			74.75

9006-90-9060-44208	PLUMB SUPPLY COMPANY	SS HVAC Pleated Filter Size: 16 x 25 x 1	05/13/2024	0	205.43 00027151
9006-90-9060-44208	PLUMB SUPPLY COMPANY	SS HVAC Pleated Filter Size: 16 x 20 x 1	05/13/2024	0	124.74 00027151
9006-90-9060-44208	PLUMB SUPPLY COMPANY	Diff Shoemaker	05/14/2024	0	55.80
Vendor Subtotal:					385.97
9006-90-9060-44218	PDQ SUPPLY INC	Surface Element	05/13/2024	0	96.75
9006-90-9060-44218	PDQ SUPPLY INC	Credit On Account	05/13/2024	0	-26.25
Vendor Subtotal:					70.50
9006-90-9060-44301	CITY OF MUSCATINE HOUSING RE	April Refuse	05/13/2024	0	7.00
Vendor Subtotal:					7.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control Common Areas	05/13/2024	0	50.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control	05/13/2024	0	500.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control #2900E	05/13/2024	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control	05/13/2024	0	500.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control	05/13/2024	0	50.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2900E	05/13/2024	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control #2900E	05/13/2024	0	20.00
Vendor Subtotal:					1,160.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 5/10/24	05/13/2024	0	7.19
Vendor Subtotal:					7.19
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE	FICA 5/10/24	05/13/2024	0	306.59
Vendor Subtotal:					306.59
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE	IPERS 5/10/24	05/13/2024	0	384.22
Vendor Subtotal:					384.22
9006-90-9060-75400	BURNS & SON'S DIRECT APPLIANC	SS 2800A Refrigerator Replacement Mod	05/14/2024	0	640.00 00027428

			Vendor Subtotal:		640.00
			Subtotal for FUND: 9006		9,358.12
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 5/10/24	05/13/2024	0	4,687.33
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 5/10/24	05/13/2024	0	754.81
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 5/10/24	05/13/2024	0	10.73
			Vendor Subtotal:		5,452.87
9007-90-9070-41500	CITY OF MUSCATINE HOUSING RE'	Auto Allowance	05/13/2024	0	12.50
			Vendor Subtotal:		12.50
9007-90-9070-41500	MELISSA RINNERT	Reimb Travel 4/22/24 - 4/23/24	05/13/2024	0	117.45
			Vendor Subtotal:		117.45
9007-90-9070-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	284.48
9007-90-9070-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	284.48
9007-90-9070-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	142.24
9007-90-9070-41500	TCM BANK NA VISA	Marriott - Lodging NAHRO Conference	05/14/2024	0	284.48
			Vendor Subtotal:		995.68
9007-90-9070-41500	STEPHANIE DIETRICH	Reimb Meal 4/22/24 - 4/23/24	05/13/2024	0	25.00
			Vendor Subtotal:		25.00
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'	MPW April Base PRI	05/13/2024	0	33.14
			Vendor Subtotal:		33.14
9007-90-9070-41904	TCM BANK NA VISA	Google - Google Voice	05/14/2024	0	13.89
			Vendor Subtotal:		13.89

9007-90-9070-41905	CITY OF MUSCATINE HOUSING RE'	Postage	05/13/2024	0	234.03
		Vendor Subtotal:			234.03
9007-90-9070-41910	AMAZON.COM	File Folders	05/13/2024	0	37.88
		Vendor Subtotal:			37.88
9007-90-9070-41910	CROSSROADS INC.	Shredding	05/14/2024	0	22.00
		Vendor Subtotal:			22.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Reports	05/13/2024	0	91.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Checks	05/14/2024	0	77.00
		Vendor Subtotal:			168.00
9007-90-9070-41914	CITY OF MUSCATINE HOUSING RE'	MPW March - April Machlink	05/13/2024	0	78.11
		Vendor Subtotal:			78.11
9007-90-9070-44301	CITY OF MUSCATINE	Quarter 3 Inspections	05/13/2024	0	2,520.00
9007-90-9070-44301	CITY OF MUSCATINE	Quarter 3 Re-Inspections	05/13/2024	0	775.00
		Vendor Subtotal:			3,295.00
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 5/10/24	05/13/2024	0	10.43
		Vendor Subtotal:			10.43
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'	FICA 5/10/24	05/13/2024	0	400.73
		Vendor Subtotal:			400.73
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 5/10/24	05/13/2024	0	514.77
		Vendor Subtotal:			514.77

9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Credit J Valencia	05/14/2024	0	150.00
		Vendor Subtotal:			150.00
9007-90-9070-47150	TICO INVESTMENTS	New HAP W Luebbert 5 of 30 Days Apri	05/14/2024	0	70.00
		Vendor Subtotal:			70.00
9007-90-9070-47150	JNB OAK PARK LP	New HAP K Clark 30 of 31 Days May	05/14/2024	0	24.00
		Vendor Subtotal:			24.00
9007-90-9070-47155	MUSCATINE POWER & WATER	Utility Credit J Brinson	05/14/2024	0	128.00
		Vendor Subtotal:			128.00
9007-90-9070-47155	KEMPEN REAL ESTATE LLC	New HAP J Brinson 21 of 30 Days April	05/14/2024	0	553.00
		Vendor Subtotal:			553.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 5/10/24	05/13/2024	0	1,834.08
		Vendor Subtotal:			1,834.08
9007-90-9071-41500	TCM BANK NA VISA	United - Airfare Royal-Goodwin NAHRC	05/14/2024	0	654.69
		Vendor Subtotal:			654.69
9007-90-9071-41500	CHELSEA GELDENHUYS	Reimb Meals 4/22/24 - 4/23/24	05/13/2024	0	19.68
		Vendor Subtotal:			19.68
9007-90-9071-41904	TCM BANK NA VISA	Google - Google Voice	05/14/2024	0	27.78
		Vendor Subtotal:			27.78
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment	05/13/2024	0	3.66

		Vendor Subtotal:		3.66
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'FICA 5/10/24	05/13/2024	0	133.10
		Vendor Subtotal:		133.10
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'IPERS 5/10/24	05/13/2024	0	173.15
		Vendor Subtotal:		173.15
		Subtotal for FUND: 9007		15,182.62
		Report Total:		1,548,293.82

5/10/2024 ACH Payroll	Mission Square ICMA Retire	11,430.22
5/10/2024 ACH Payroll	Mission Square ICMA RC	1,339.53
5/10/2024 ACH Payroll	Municipal Fire & Police	79,221.53
5/10/2024 ACH Payroll	Nationwide	5,936.00
5/10/2024 Payroll Checks	AFA Flex Billing	5,224.21
5/10/2024 Payroll Checks	AFLAC	560.98
5/10/2024 Payroll Checks	Allstate	14.94
5/10/2024 Payroll Checks	American Fidelity	3,256.69
5/10/2024 Payroll Checks	City of Muscatine	7,375.32
5/10/2024 Payroll Checks	Clerk of Court	70.00
5/10/2024 Payroll Checks	Police & Fire Ins	194.94
5/10/2024 Payroll Checks	Polk Co Sheriff	278.54
5/10/2024 Payroll Checks	State Of IL	198.40
5/10/2024 Payroll Checks	United Way	93.00
5/7/2024 Special Check	Maria Garcia	280.00

City of Muscatine
FY 2023/2024 Proposed Budget Amendments
(Budget Amendment #2)
May 16, 2023 (Set Public Hearing at May 2, 2024 Meeting)

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
General Fund				
Human Resources				
Legal Services	1000-01-1132-61220	\$ 15,000	Based on actual to date and estimated through 6/30/24	\$ -
Finance:				
Legal Notices	1000-01-1141-65100	\$ 5,500	Based on actual to date and estimated through 6/30/24	-
Fire:				
Outside Services-Vehicles/Equipment	1000-20-1321-67130	\$ 20,000	Fire engine repair services	-
Medical Services (current employee)	1000-20-1321-61560	50,000	Based on actual to date and estimated through 6/30/24	-
Disability Retiree Medical Costs	1000-20-1321-61560	50,000	Disability-related medical costs for retired firefighters	-
			Transfer from Employee Benefits Fund 1000-20-1321-39400	50,000
Cemetery:				
Building Improvements	1000-25-1411-73700	4,500	Air conditioning replacement	-
Park Maintenance:				
Fulltime Wages	1000-25-1423-41100	\$ 54,900	Correction of budgeting error	-
IPERS	1000-25-1423-45200	4,800	Correction of budgeting error	-
Health Insurance	1000-25-1423-46100	(4,200)	Correction of budgeting error	-
Life Insurance	1000-25-1423-46200	150	Correction of budgeting error	-
Dental Insurance	1000-25-1423-46300	200	Correction of budgeting error	-
Unemployment Insurance	1000-25-1423-46500	200	Correction of budgeting error	-
Long-term Disability Insurance	1000-25-1423-46600	150	Correction of budgeting error	-
Ag Materials (Trees)	1000-25-1423-42100	12,000	Trees; grant funded	12,000
Total - General Fund		\$ 213,200		\$ 62,000
Enterprise/Internal Service Funds				
Parking:				
Operating Equipment Services	5311-05-5311-67320	\$ 4,600	Power upgrade for Parking Lot #7; partially reimbursed by	1,500
		<u>\$ 4,600</u>	Farmers Market	<u>\$ 1,500</u>
Golf Clubhouse Operations:				
Merchandise for Resale	5451-25-5452-52830	\$ 5,000	Based on actual to date and estimated through 6-30-24 (increased revenues will offset these costs)	
			5451-25-5452-38363	\$ 5,000
Subtotal		<u>\$ 5,000</u>		<u>\$ 5,000</u>
Marina:				
Operating Equipment Services	5466-25-5466-53220	<u>\$ 1,500</u>	Overfill alarm box (safety item)	-
Refuse Collection:				
Inside Services	5642-45-5642-67110	\$ 20,000	Based on actual to date and estimated through 6-30-24	\$ -
Inventory Materials	5642-45-5642-67120	10,000	Based on actual to date and estimated through 6-30-24	-
Outside Service	5642-45-5642-67130	20,000	Based on actual to date and estimated through 6-30-24	-
Outside Parts	5642-45-5642-67150	10,000	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 60,000</u>		<u>\$ -</u>
Transfer Station:				
Inside Services	5658-45-5658-67110	\$ 3,000	Based on actual to date and estimated through 6-30-24	\$ -
Tires/Repairs	5658-45-5658-67140	20,000	Based on actual to date and estimated through 6-30-24	-
Outside Parts	5658-45-5658-67150	10,000	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 33,000</u>		<u>\$ -</u>

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
WPCP Operations:				
Sewage Treatment Chemicals	5660-50-5662-52220	\$ 30,000	Based on actual and estimated through 6-30-24 (Heinz related)	\$ -
Software Maintenance Fees	5660-50-5662-61340	20,000	Support fees for software (omitted in Rev. Est.)	-
Gas	5660-50-5662-65310	40,000	Based on actual to date and estimated through 6-30-24 (Heinz)	-
Power	5660-50-5662-65320	30,000	Based on actual to date and estimated through 6-30-24 (Heinz)	-
Roof Replacement	5660-50-5662-73900	115,000	Emergency roof replacement DAF building	-
Roof Replacement	5660-50-5662-73900	29,900	Emergency roof replacement Digester Control Building	-
Subtotal		<u>\$ 264,900</u>		<u>\$ -</u>
WPCP Pumping Stations:				
Gas	5660-50-5663-65310	\$ 5,000	Based on actual to date and estimated through 6-30-24	\$ -
Subtotal		<u>\$ 5,000</u>		<u>\$ -</u>
WPCP Lab Operations:				
Lab Supplies	5660-50-5665-52210	\$ 5,000	Based on actual to date and estimated through 6-30-24	\$ -
Operating Equipment Repair Service	5660-50-5663-67320	10,000	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 15,000</u>		<u>\$ -</u>
WPCP Biosolids Operations:				
Electrical Supplies	5660-50-5666-53120	10,000	Based on actual to date and estimated through 6-30-24	\$ -
Outside Services	5660-50-5666-67130	35,000	Dredge repair services	-
Subtotal		<u>\$ 45,000</u>		<u>\$ -</u>
Total Enterprise Funds		<u>\$ 434,000</u>		<u>\$ 6,500</u>
Special Revenue Funds				
Employee Benefit Fund:				
Transfer to General Fund	8350-00-8354-90400	\$ 50,000	Transfer for Fire disability retiree medical costs	\$ -
Library Computer Replacement Fund:				
Computer Equipment	8451-30-8451-74250	\$ 2,900	Based on actual to date and estimated through 6/30/24	\$ -
Library General Trust:				
Registrations	3981-30-3981-64200	\$ 1,500	Based on actual to date and estimated through 6-30-24	\$ -
Software Services	3981-30-3982-61340	6,100	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 7,600</u>		<u>\$ -</u>
Section 8 Voucher Program:				
Inspection Services	9007-90-9070-44301	\$ 5,000	Based on actual to date and estimated through 6-30-24	\$ -
Housing Assistance Payments	9007-90-9070-47150	45,000	Based on actual to date and estimated through 6-30-24	45,000
HAPS - Portability	9007-90-9070-47151	10,300	Based on actual to date and estimated through 6-30-24	10,300
HAPS - Stability Vouchers	9007-90-9070-47155	14,800	Based on actual to date and estimated through 6-30-24	14,800
			HUD HAPS funding 9007-90-9070-36903	\$ 70,100
Subtotal - Section 8 Voucher Program		<u>\$ 75,100</u>		<u>\$ 70,100</u>
Total Special Revenue Funds		<u>\$ 135,600</u>		<u>\$ 70,100</u>
Total Budgeted Funds (Including Transfers Out)				
		<u>\$ 782,800</u>		<u>\$ 138,600</u>
Expenditure Breakout:			Revenue Breakout:	
Expenditure Increase		\$ 732,800	Increased Revenues	\$ 88,600
Funding Transfer Increase		50,000	Increased Transfers In	50,000
Total		<u>\$ 782,800</u>		<u>\$ 138,600</u>
Total to Enter in Ledger (Exclude Capital Projects, if any)		<u>\$ 782,800</u>		<u>\$ 138,600</u>



City of Muscatine

ITEM NUMBER 2024-0210

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Approving the Plans and Specifications, Form of Contract, and Cost Estimate for the Muscatine Airport Fuel System Relocation Project

EXECUTIVE SUMMARY

Resolution Approving the Plans and Specifications for the Muscatine Airport Fuel System Relocation Project

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

The City has previously contracted with Bolton & Menk to design the Jet Fuel and AvGas relocation projects. These projects are funded 80% by the Iowa Department of Transportation (IDOT). The city is responsible for the remaining 20% match. These projects are funded separately by the DOT but have been allowed to be combined for ease of bidding, construction, and construction management. Together, the projects will upgrade and relocate the fueling facilities at the Muscatine Municipal Airport.

CITY FINANCIAL IMPACT

The City is responsible for the 20% local match for this project, which has been allocated in future bond proceeds.

ATTACHMENTS

1. Resolution Approving Plans and Specs airport fuel relocation
2. 2024-05-14 - Project Manual
3. 2024-05-14 - Plan Set
4. 2024-05-14 - MUSCATINE FUELING - OPC

RESOLUTION NO. 2024-0195

**APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST
ESTIMATE FOR THE MUSCATINE
AIRPORT FUEL RELOCATION PROJECT**

WHEREAS, there is on file in the Public Works Department a copy of the plans, specifications, form of contract, and notice to bidders for the proposed Muscatine Airport Fuel Relocation Project; and

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

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

1. All objections to the foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are overruled.
2. The foregoing plans, specifications, form of contract, and cost estimate are finally approved.
3. Date for Receipt of Bids is set for June 7, 2024 at 3:00PM

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF MAY, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

PROJECT MANUAL

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100



Real People. Real Solutions.

Bolton-Menk.com

SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	Carl L. Byers, P.E. License No. 12845 My renewal date is December 31, 2025 Pages or sheets covered by this seal: ENTIRE SPECIFICATION Date:

SECTION 00010 - TABLE OF CONTENTS

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

CONTRACT DOCUMENTS: PROJECT MANUAL:

INTRODUCTORY INFORMATION, BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF CONTRACT

00005 – CERTIFICATION PAGE
00010 – TABLE OF CONTENTS
00100 – NOTICE TO BIDDERS
00105 – NOTICE OF PUBLIC HEARING
00200 – INSTRUCTIONS TO BIDDERS

ITEMS TO BE SUBMITTED WITH THE BID:

00410 – PROPOSAL
00410 - C – PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES
00411 – BIDDER STATUS FORM
00411 – WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS
00414 – TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION
00420 – BID BOND

ITEMS TO BE EXECUTED AFTER AWARD OF CONTRACT:

00500 – CONTRACT
00600 – PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00650 – INSURANCE REQUIREMENTS

IDOT GRANT PROVISIONS

TSB - TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION RESPONSIBILITIES

SPECIAL PROVISIONS OF THE CONTRACT

SP – SPECIAL PROVISIONS

SUPPLEMENTAL SPECIFICATIONS

11140 – FUEL STORAGE AND DISPENSING SYSTEM
11150 – FUEL SYSTEM, COMPLETE, IN PLACE

DRAWINGS (UNDER SEPARATE COVER):

15 Sheets numbered A.01 through J.01, inclusive, dated May 2024, and with each sheet bearing the following general title:

**Fuel System Improvements
Muscatine Municipal Airport**

APPENDICES

- None

****END OF SECTION****

SECTION 00100 - NOTICE TO BIDDERS

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair and improvement as stated below must be filed before **3:00 p.m. CDST on June 7, 2024**, in the office of the City Clerk, City Hall, 215 Sycamore Street, Muscatine, Iowa 52761.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **3:00 p.m. CDST on June 7, 2024**, in the office of the City Clerk, City Hall, 215 Sycamore Street, Muscatine, Iowa 52761 for consideration by the City of Muscatine at its meeting at **6:00 p.m. CDST on June 20, 2024**, City Hall, 215 Sycamore Street, Muscatine, Iowa 52761. The City of Muscatine reserves the right to reject any and all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Muscatine.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before **December 15, 2024**. Liquidated damages as set forth in Section 00500 – Contract.

Pre-Bid Meeting. A pre-bid meeting will be held at **11:00 a.m. local time on Wednesday, May 29, 2024**, in the **conference room at the Muscatine Municipal Airport** in Muscatine, Iowa, Iowa. Attendance of the pre-bid meeting is not mandatory; however, attendance of the pre-bid meeting is recommended.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5% percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City of Muscatine, the bid security may be forfeited or cashed by the City of Muscatine as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please contact Bolton & Menk, Inc at cedarrapids@bolton-menk.com to obtain a hard set of project documents. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering **Quest project #9131737** on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

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

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

Award of Contract. All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the City of Muscatine for a period not to exceed **Sixty (60) days** from the date of the bid opening for the purpose of conducting the bid evaluation.

The Owner will base the award of contract upon the lowest aggregate sum proposal submitted from those bidders the Owner confirms as being responsive and responsible. The right is reserved, as the City of Muscatine may require, to reject any and all bids and to waive any informality in the bids received.

Prospective Bidders are hereby advised that award of contract is contingent upon the owner receiving State funding assistance under the Capital Improvement Program.

PROJECT DESCRIPTION: Installation of New Jet A and AvGas Fueling System

This Notice is given by authority of the City of Muscatine

Carol Webb, City Administrator

SECTION 00105 - NOTICE OF PUBLIC HEARING

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Muscatine on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at **6:00 p.m. CDST on May 16, 2024**, at City Hall, 215 Sycamore Street, Muscatine, Iowa 52761.

PROJECT DESCRIPTION: Installation of New Jet A and AvGas Fueling System

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, 215 Sycamore Street, Muscatine, Iowa 52761, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said City Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

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

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, or a certified check drawn on a FDIC insured bank in Iowa; or a certified check drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn **ON A CREDIT UNION IN IOWA OR CHARTERED UNDER THE LAWS OF THE UNITED STATES; OR A BID BOND EXECUTED BY** a corporation authorized to contract as a surety in Iowa or satisfactory to the City Of Muscatine, hereinafter called the "Jurisdiction".
- 1.02 The bid bond must be submitted on the **enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink**; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.
- 1.03 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - PART B – ACKNOWLEDGMENT OF ADDENDA, IF ANY HAVE BEEN ISSUED;
 - PART C – BID ITEMS, QUANTITIES AND PRICES;
 - PART F – ADDITIONAL REQUIREMENTS;
 - PART G – IDENTITY OF BIDDER;

- B. The following documents which are part of the proposal documents must be completed and attached:
1. Bidder Status Form
 2. Worksheet: Authorization To Transact Business
 3. Targeted Small Business (TSB) Pre-Bid Contact Information
 4. Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.
 5. Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located at the Muscatine Municipal Airport.

Work on the improvement shall commence upon approval of the contract by the City of Muscatine and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500-Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's **requirements for the following list of events:**

None

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Muscatine and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Muscatine from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after acceptance of the work.
- 3.04 The City of Muscatine, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

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

preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

ARTICLE 5 - TAXES

- 5.01 The City of Muscatine will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City of Muscatine identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction materials.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

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

ITEMS TO BE SUBMITTED WITH THE BID

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100

SECTION 00410 - PROPOSAL

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

PROPOSAL: PART A – SCOPE

The City of Muscatine, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, 215 Sycamore Street, Muscatine, Iowa 52761, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: Installation of New Jet A and AvGas Fueling System

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____	ADDENDUM NUMBER _____
ADDENDUM NUMBER _____	ADDENDUM NUMBER _____

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

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the **Unit Bid Price governs**. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. **The Total Base Bid plus all bid alternates shall be used for comparison of bids.** The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

SEE INCLUDED PROPOSAL ATTACHMENT

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of a completed Bid Bond in the amount of 5% (five percent) of the amount bid.
2. Completed "Bidder Status Form," signed and dated. The Worksheet: Authorization to Transact Business is not required to be submitted with the Bid. It is intended to be used to assist the bidder in completing the Bidder Status Form.
3. Completed DBE forms "Targeted Small Business (TSB) Pre-Bid Contact Information"
4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
5. Any sponsor required bid forms listed in Section 00430 (none known at this time).

PROPOSAL: PART G - IDENTITY OF BIDDER

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

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

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

Street Address

☐ Other

City, State, Zip Code

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

Telephone Number

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

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

Name

Title

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

SECTION 00410 – C - PROPOSAL

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids. **The Jurisdiction shall use the Total Base Bid plus all bid alternate amounts for comparison of bids.**

SEE SCHEDULE OF PRICES ON NEXT PAGE

BASE BID

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	\$	\$
2	TRAFFIC CONTROL	LS	1	\$	\$
3	CONSTRUCTION SURVEY	LS	1	\$	\$
4	PCC PAVEMENT REMOVAL	SY	145	\$	\$
5	EXCAVATION, GRADING AND SUBGRADE PREPARATION	SY	160	\$	\$
6	PCC TANK/EQUIPMENT SLAB, 12" THICK, W/ GRANULAR BASE	SY	145	\$	\$
7	PCC SIDEWALK PAVEMENT, 6" THICK, W/ GRANULAR BASE	SY	45	\$	\$
8	BOLLARDS	EA	40	\$	\$
9	12,000 GALLON FLAMESHIELD JET FUEL TANK, COMPLETE, IN PLACE	EA	1	\$	\$
10	10,000 GALLON FLAMESHIELD AVGAS FUEL TANK, COMPLETE, IN PLACE	EA	1	\$	\$
11	JET FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$	\$
12	AVGAS FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$	\$
13	JET FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$	\$
14	REMOTE FILL CABINET	EA	2	\$	\$
15	FUEL RECOVERY SYSTEM - JET FUEL	EA	1	\$	\$
16	FUEL RECOVERY SYSTEM - AVGAS	EA	1	\$	\$
17	FUELING ELECTRICAL, INCLUDING EMERGENCY STOP	LS	1	\$	\$
18	CREDIT CARD READER SYSTEM WITH 3-LINE DISPLAY	LS	1	\$	\$
19	LIGHT POLE AND LIGHT WITH 2 HEADS, INCLUDING FOUNDATION	EA	1	\$	\$
20	SYSTEM TESTING AND STARTUP	LS	1	\$	\$
TOTAL –BASE BID				\$	

TOTAL – BASE BID (Written Format): _____

BID ALTERNATE A

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A1	PCC CURB, COMPLETE, IN PLACE, AS SHOWN ON PLANS	EA	80	\$	\$
A2	CONTAINMENT DRAIN VALVE AND PCC SIDEWALK PAD	LS	1	\$	\$
A3	CONTAINMENT DRAIN PIPING	LF	130	\$	\$
TOTAL – BID ALTERNATE A				\$	

TOTAL – BID ALTERNATE A (Written Format): _____

BID ALTERNATE B

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B1	TANK MONITORING SYSTEM, COMPLETE, IN PLACE, INCLUDING TANK PROBES	LS	1	\$	\$
TOTAL – BID ALTERNATE B				\$	

TOTAL – BID ALTERNATE B (Written Format): _____

BID ALTERNATE C

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
C1	CANOPY OVER FUEL DISPENSERS AND CARD READER	LS	1	\$	\$
TOTAL – BID ALTERNATE C				\$	

TOTAL – BID ALTERNATE C (Written Format): _____

TOTAL – BASE BID & BID ALTERNATES A, B & C	\$
--	----

TOTAL – BASE BID & BID ALTERNATES A, B & C (Written Format): _____

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

Section 00411 - Bidder Status Form

To be completed by all bidders

Part A

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

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

To be completed by resident bidders

Part B

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

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

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

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

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

SECTION 00411 - WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

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

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

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

Form 730007WP 7-97

Contractor _____

Page # _____

Project# _____

SECTION 00414 - TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

**TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS**

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$_____

List items by name to be subcontracted:

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

SECTION 00420 - BID BOND

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

KNOW ALL BY THESE PRESENTS:

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

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

Installation of New Jet A and AvGas Fueling System

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

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

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

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

Signed and sealed this _____ day of _____, 2024.

SURETY:	PRINCIPAL:
_____ Surety Company	_____ Bidder
By _____	By _____
_____ Signature Attorney-in-Fact/Officer	_____ Signature
_____ Name of Attorney-in-Fact/Officer	_____ Name (Print/Type)
_____ Company Name	_____ Title
_____ Company Address	_____ Address
_____ City, State, Zip Code	_____ City, State, Zip Code
_____ Company Telephone Number	_____ Telephone Number

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

ITEMS TO BE EXECUTED AFTER AWARD OF CONTRACT

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100

SECTION 00500 - CONTRACT

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Fuel System Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, 215 Sycamore Street, Muscatine, Iowa 52761. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, Current Edition and as further modified by the Supplemental Specifications and Special Provisions included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Installation of New Jet A and AvGas Fueling System

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____), which amount shall constitute the required amount of the performance bond, maintenance bond, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

A. Completion of Work

1. All work under the Contract must be substantially complete as noted in the Notice to Bidders and the Notice of Public Hearing.

B. Liquidated Damage

1. Pay liquidated damages for noncompliance with said completion provisions in the amount of **\$200 (Two Hundred dollars) for each Calendar Day** the work remains incomplete.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract with the **City of Muscatine**, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after acceptance of the work.

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

D. Bid Quantity Revisions

- 1. All quantities are estimates and subject to revision by the Jurisdiction.
- 2. Quantity changes are subject to the requirements of SUDAS Section 1020, paragraph 1.03 and SUDAS Section 1040, paragraph 1.06.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Muscatine

CONTRACTOR:

By

Brad Bark, Mayor, City of Muscatine

Company Name:

By

ATTEST:

Name:

Carol Webb, City Administrator

Title:

Street Address

City, State, Zip Code

Telephone

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

CONTRACTOR PUBLIC REGISTRATION INFORMATION TO BE PROVIDED BY:

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

Bond No. _____

Name of Surety _____

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

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Signature _____

Notary Public in and for the State of _____

My commission expires _____ 20, _____

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed

Signature _____

Notary Public in and for the State of _____

My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Signature _____

Notary Public in and for the State of _____

My commission expires _____ 20, _____

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 2024, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Signature _____

Notary Public in and for the State of _____

My commission expires _____ 20, _____

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

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

SECTION 00600 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Fuel System Improvements
Muscatine Municipal Airport
Muscatine, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

Installation of New Jet A and AvGas Fueling System

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one (1) year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract within the two (2) year period from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

PRINCIPAL:

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

By

Contractor

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

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

SECTION 00650 - INSURANCE REQUIREMENTS

- A. The Contractor shall provide a Certificate of Liability Insurance (Acord Form 25 or equal) in accordance with "Section 1070, Part 3 - Bonds and Insurance" of the SUDAS Standard Specifications, Current Edition. The City Of Muscatine and Bolton & Menk, Inc. shall be named as additional insured on the Certificate of Liability Insurance for all insurances required by "Section 1070, Part 3 - Bonds and Insurance" of the SUDAS Standard Specifications, Current Edition, except for workers compensation insurance.
- B. The Vendor/Contractor shall obtain and maintain through the term of this Subcontract and **two years** beyond, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Project, but in no event are such terms and limits to be less than those set forth in "Section 1070, Part 3 - Bonds and Insurance" of the SUDAS Standard Specifications, Current Edition."
- C. All responsibility for maintenance of property and insurance on the work (including but not limited to Builders Risk and Installation Floater) remains solely with the Contractor who may at his option insure against any or all perils, and such responsibility shall remain with the Contractor until such time as the work is complete and accepted in writing by the Owner. It is a condition of the Contract that the Owner and Engineer and all Contractors, subcontractors and sub-subcontractors waive all rights of recovery against each other for damages caused by fire or other perils to the extent covered by any valid and collectible insurance, and further, that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph.

IDOT GRANT PROVISIONS

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100

SECTION TSB

EXHIBIT A

Contract Provision

Targeted Small Business (TSB)

Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

September 2020

CONTRACT PROVISIONS

Targeted Small Business (TSB) Affirmative Action Responsibilities on non-Federal-aid Projects (Third-party State-Assisted Projects)

1. (TSB) DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program
1963 Bell Avenue, Suite 200
Des Moines, IA 50309
Phone: 515-348-6159
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPURTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material supplies to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/ CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.

(4) Whether or not the TSB's bid/quotation was used.

(5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor _____

Page # _____

Project# _____

TARGETED SMALL BUSINESS (TSB)

County _____

PRE-BID CONTACT INFORMATION

City _____

(To Be Completed By All Bidders)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

**TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS**

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work to be covered by this agreement.

The Recipient's "positive efforts" should include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at <https://www.iowa.gov/tsb/index.php/search>.
2. Notifying qualified TSBs of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For Construction Contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:
http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For Consultant Contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has not been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firms from that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firm. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION
FOR THE UTILIZATION OF TARGETED SMALL BUSINESS (TSB)
ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)**

RECIPIENT: _____

PROJECT NUMBER: _____

COUNTY: _____

AGREEMENT NUMBER: _____

1. Were the names of qualified TSB firms obtained from the Department of Inspections and Appeals?
YES _____ NO _____
If no, explain _____
2. Were qualified TSBs notified of project? YES _____ NO _____
If yes, by letter _____, telephone _____, personal contact _____, other (specify) _____
If no, explain _____
3. Were bids or proposals solicited from qualified TSB firms? YES _____ NO _____
If no, explain _____
4. Was a goal or percentage established for TSB participation? YES _____ NO _____
If yes, what was the goal or percentage? _____
If no, explain why not: _____
5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts?
YES _____ NO _____
If no, what action was taken by Recipient? _____
Is documentation in files? YES _____ NO _____
6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation? \$ _____
What was the final project cost? \$ _____
What was the dollar amount performed by TSB firms? \$ _____
Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheet if necessary)
Was the goal or percentage achieved? YES _____ NO _____
If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

SPECIAL PROVISIONS OF THE CONTRACT

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100

SECTION SP - SPECIAL PROVISIONS OF THE CONTRACT

1. DEFINITION AND INTENT
2. GENERAL PROVISIONS AND COVENANTS
3. WORK REQUIRED
4. SALVAGE OF MATERIALS AND EQUIPMENT
5. PLANS AND SPECIFICATIONS
6. CONSTRUCTION FACILITIES
7. SUBMITTALS
8. STANDARDS AND CODES
9. SOIL BORINGS
10. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS
11. EMPLOYMENT PRACTICES
12. WORK HOURS/COMMUNITY EVENTS
13. DUST ABATEMENT
14. QUANTITIES
15. MAINTENANCE BOND AND WARRANTY PERIODS
16. MATERIALS TESTS
17. FIELD TESTS
18. MEASUREMENT AND PAYMENT
19. INCIDENTAL CONTRACT ITEMS
20. UTILITY COORDINATION
21. SUBSTANTIAL COMPLETION
22. PERMITS AND SPECIAL INSPECTIONS

DEFINITION AND INTENT

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

Current Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.

Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.

“Owner”, and “Commission” shall mean the City of Muscatine, Iowa, acting through the City of Muscatine.

“Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.

“Engineer” shall mean the Bolton & Menk Representative or designated agent.

The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.

“Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.

“Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.

"Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.

Engineer: Bolton & Menk, Inc., 401 1st Street SE, Cedar Rapids, IA 52401, (319)362-3219.

GENERAL PROVISIONS AND COVENANTS

The general provisions and covenants, Division 1 of the SUDAS Standard Specifications, Current Edition are modified as follows:

Section 1020.1.09B, Unit Price Attachment.

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

Section 1050.1.05 Shop Drawings, Certificates and Equipment Lists.

The Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

WORK REQUIRED

Work under this contract includes all materials, equipment, transportation, traffic control and associated work for the construction of the OT5.128915 project as described in the Official Publication.

This project consists of one contract for all work described.

The construction work will need to be phased to facilitate timely construction of the improvements.

SALVAGE OF MATERIALS AND EQUIPMENT

The City of Muscatine retains first right of refusal for retaining any existing materials removed by the construction.

The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.

Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

PLANS AND SPECIFICATIONS

The Engineer will furnish three (3) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Commission for printing costs for additional copies required.

CONSTRUCTION FACILITIES

Provide telephone numbers where Contractor's representative can be reached during workdays and on nights and weekends in event of emergency.

Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractors is subject to approval of Engineer.

The contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.

The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

SUBMITTALS

Provide construction schedule showing dates of starting and completing various portions of work.

Submit the following information for Engineer's review. Provide 3 copies plus copies required by Contractor. This information shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project:

- Testing reports.

- Manufacturer's data for materials that are to be permanently incorporated into the project.

- Details of proposed methods of any special construction required.

- Submit purchase orders and subcontracts without prices.

- Such other information as the Engineer may request to ensure compliance with contract documents.

- Provide Traffic Control and staging plan (3 copies)

STANDARDS AND CODES

Construct improvements with best present day construction practices and equipment.

Conform with and test in accordance with applicable sections of the following standards and codes.

- American Association of State Highway and Transportation Officials (AASHTO).

- American Society for Testing and Materials (ASTM).

- Iowa Department of Transportation Standard Specifications (Iowa DOT).

- American National Standards Institute (ANSI).

- American Water Works Association (AWWA).

- American Welding Society (AWS).

- Federal Specifications (FS).

- Iowa Occupational Safety and Health Act of 1972 (IOSHA).

- Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).

- Standards and Codes of the State of Iowa and the ordinances of the City of Muscatine, Iowa.

- Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

SOIL BORINGS

None on this project. Bidders are expected to examine the site and then decide for themselves the character of the material to be encountered. The Jurisdiction or Jurisdictional Engineer will not assume responsibility for variations of subsoil quality or conditions.

CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS

All work on this project will be within Right-of-Way, Easements or Public Property.

EMPLOYMENT PRACTICES

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

The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:

To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

WORK HOURS/COMMUNITY EVENTS

The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.

The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of adjacent public property.

None

DUST ABATEMENT

The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem.

MATERIALS TESTS

Material testing is as specified for construction and will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.

Coordinate all material testing with the Engineer.

Provide transportation of all samples to the laboratory.

Do not ship materials to the project site until laboratory tests have been furnished showing compliance of materials with specifications.

Provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregates are Iowa DOT approved.

Certify that materials and equipment are manufactured with applicable specifications.

FIELD TESTS

Testing shall meet the requirements of the SUDAS Standard Specifications. Owner/Contractor testing responsibility is as follows:

Testing Responsibility

Owner

None

Contractor

All Quality Control Testing

All Acceptance Testing

The contractor shall be responsible for testing that is required of the contractor by the SUDAS Standard Specifications including the following:

If test results do not meet those specified, the Contractor shall make necessary corrections and repeat testing to demonstrate compliance with the specifications. Contractor shall pay all costs for retesting.

MEASUREMENT AND PAYMENT

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

INCIDENTAL CONTRACT ITEMS

The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Concrete header removal
- Connections to existing storm sewer structures and pipes unless specified for separate payment
- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the Boone Airport Commission
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Grading for storm sewer outlets
- Granular backfill and bedding for storm and sanitary sewer installation
- Granular surfacing removal
- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Monitoring weather conditions
- Mowing
- Overhaul
- Pipe and structure bedding material
- Porous backfill for subdrain
- Proof rolling
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not shown as removals
- Protection of existing utilities and light poles
- Removing and reinstalling existing signs
- Reseeding
- Site cleanup/restoration
- Temporary safety closures
- Temporary sheeting and shoring
- Water valve removal
- Working backfill to reduce moisture content
- Working subgrade to achieve acceptable moisture content
- Wrapping of storm sewer pipe joints

UTILITY COORDINATION

The contractor shall be responsible for contacting the utility companies, whether public or private regarding movement or protection of those utilities. The contractor shall also be responsible for repair of any damage to any utility or structure whether public or private. Contractor shall be responsible for locating all public and private utilities.

SUBSTANTIAL COMPLETION

Substantial completion shall be defined as performance of all work on the contract including seeding, fertilizing and mulching. Final acceptance of the project will not occur until all work is completed on the contract, the seeding has been accepted in accordance with the contract documents and the project site has been cleaned up in accordance with the contract documents.

PERMITS AND SPECIAL INSPECTIONS

The contractor shall obtain all necessary permits for completion of the work. Permits and special inspections shall be obtained from the proper jurisdiction having authority. The cost of all permits and/or special inspections shall be borne by the contractor.

COORDINATION OF SPECIFICATIONS, PLANS AND SPECIAL PROVISIONS

In case of a discrepancy within the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:

1. Special Provisions of the Contract
2. Plans, including plan notes
3. Supplemental Specifications
4. Statewide Urban Design and Specifications (SUDAS)

END OF SECTION

SUPPLEMENTAL SPECIFICATIONS

Fuel System Improvements

Muscatine Municipal Airport

City of Muscatine

Muscatine, Iowa

OT5.128915

9I230MUT100 & 9I240MUT100

SECTION 11140 – FUEL STORAGE AND DISPENSING SYSTEM

PART 1 – GENERAL

1.01 SUMMARY

Provide a complete fueling system, including two (2) above-ground double-wall pre-assembled storage tanks (AST's), with one of the provided tanks being a 10,000 gallon tank for Aviation Gasoline (AvGas) and the other tank a 12,000 gallon tank for Jet Fuel (Jet A). Also provide remote filling capabilities for both AvGas and Jet A, and integrated fuel dispensing systems for AvGas and Jet A. This specification requires the detailed system design, equipment, installation, startup, and training to be the responsibility of a single specialized petroleum contractor. This specification section includes responsibility for mechanical systems. Provide complete system as indicated on the Drawings and specified herein.

1.02 WORK INCLUDED

This section shall consist of the supply, delivery, and installation of two (2) above-ground double-wall pre-assembled fuel storage tanks and dispensing systems (10,000 gallons for AvGas and 12,000 gallons for Jet Fuel). The fuel system shall be designed to allow fuel from a transport delivery truck to be pumped into the storage tanks at the rate of 240 GPM for the Jet-A system. The Avgas system shall be designed to allow fuel from a transport delivery truck to be pumped into the storage tanks at industry standard rates. Truck-mounted pumps may be used to meet this requirement. Jet fuel transfer from delivery trucks into the tank shall require filtering, but transfer of Avgas from delivery trucks may be directly from the truck to the tank, with all types of fuel using the truck-mounted pumps.

Design of system specifics shall be left largely up to the bidder, with alternative means of meeting system requirements accepted pending review and approval by the Engineer and Owner. Alternative methods may include, but are not limited to, self-contained fueling cabinet with separate tanks or a single-unit system containing both the tank and dispensing system. System requirements are spelled out as follows:

Both Jet Fuel and AvGas Systems

The Jet Fuel system shall be able to recirculate the fuel to provide high quality fuel. The Jet Fuel system shall be capable of a nominal flow rate of 30 GPM for fueling directly to the aircraft overwing and a nominal flow rate of 60 GPM dispensing directly to mobile refueler. The Avgas system shall be capable of a nominal flow rate of 22 GPM overwing.

For both types of fuel, each of these actions will be from the storage tank through the filter system.

References in this section to all NFPA and other codes shall be the most recent editions. Bidder shall confirm and comply with the Authority of Jurisdiction as to the most current issue in force for the applicable NFPA codes and other codes and conform to those respective editions in force and/or if other codes or equipment are mandated by the authority of jurisdiction. Work shall include, but is not limited to, the following items:

- A. Supply and installation of 12,000-gallon Jet A AST and accessories
- B. Supply and installation of 10,000-gallon AvGas AST and accessories
- C. Supply and installation of new fuel dispensing system and cabinet for each type of fuel
- D. Supply and installation of remote fueling capabilities for each type of fuel.
- E. Tank level and leak monitoring systems for each type of fuel
- F. Fuel filtration as described in this section
- G. New power supply and emergency shutoff
- H. Connect new fuel dispensing systems to new power supply and emergency shutoff
- I. Connect new fuel dispensing systems to new card reader system
- J. Construction of concrete pad and/or foundations for new fuel tanks and dispensers, including, but not limited to:
 - 1. If in an open area, removal of topsoil and fill as necessary to bring base to proper elevation (incidental to construction of PCC slab or foundations)
 - 2. If in paved area, removal of pavement (either PCC or ACC) and excavation of area to base elevation. Removal of PCC or ACC pavement will be measured separately, but bringing the base to the proper elevation and compaction is incidental to the PCC slab or foundations
 - 3. Compaction of subgrade below PCC pad as shown on project plans (incidental to PCC pad or foundations)
 - 4. Placement of 6" of granular base (incidental to PCC pad or foundations)
 - 5. Construction of concrete pad or foundations as shown on the project plans, including all reinforcing, water stops, and joint sealing as shown. All water stops and joint sealants shall be Jet Fuel Resistant (JFR). **All reinforcing steel shall be epoxy coated. PCC pad and/or foundations will be a bid item.**
- K. Installation of bollards as shown on the plans (bid and measured by each installed and accepted)
- L. Supply and installation of interconnecting piping, including pipe, valves, and fittings, to connect the jet fuel dispenser to the AST
- M. Obtain all required permits, certifications, and inspection
- N. Provide and install all signage as required by applicable codes
- O. Painting of newly installed piping if stainless steel piping is not provided
- P. Label all piping products and flow directions on the piping

- Q. References in this section to all NFPA and other codes shall be the most recent editions. Bidder shall confirm and comply with the Authority of Jurisdiction as to the most current issue in force for the applicable NFPA codes and other codes and conform to those respective editions in force and/or if other codes or equipment are mandated by the authority of jurisdiction.
- R. **All work on this project shall conform to PEI-RP1300, “Recommended Practices for the Design, Installation, Service, Repair and Maintenance of Aviation Fueling Systems” (most recent version).**
- S. All references to tanks in this section shall be as follows:
 - 1. Tanks called out as “Fireguard” shall meet all requirements of UL 2085 and have approved “Fireguard” and UL 2085 labels. All references to this type of tank shall use the term “Fireguard” for the remainder of this section. See Section 2.02 for more information regarding tank specified.
 - 2. Tanks called out as “Flameshield” shall meet all requirements of UL 142 and SwRi 97-04 and have approved Flameshield® and SwRi 97-04 labels. All references to this type of tank shall use the term “Flameshield” for the remainder of this section. See Section 2.02 for more information regarding tank specified.
- T. **Contractor shall provide and install an Emergency Fire Valve. An emergency fire valve shall be provided with a fusible device that in the event of a fire the valve shall automatically close.**

Jet Fuel System

- A. Supply and installation of a 12,000-gallon Jet A AST and accessories
 - 1. Jet Fuel tank shall be a Flameshield tank or Fireguard tank (either is acceptable). Tank must be installed a minimum of 40’ from any building to be a Flameshield tank.
- B. Supply and installation of a new fuel dispensing system
 - 1. System shall filter the fuel for each movement of fuel, including from the fuel delivery truck to the tank, for recirculation, from the tank to the mobile refueler, and from the tank to the dispenser for self-fueling.
 - 2. The system will also re-circulate fuel and dispense directly into mobile refuelers (through a 20’ long non-reel hose that is provided with a means of protection from the elements) at a nominal flow rate of 60 GPM. It shall also be capable of over-wing refueling directly into aircraft through the cabinet (through a hose reel system) at a rate of 30 GPM. For the jet fuel system, each of these actions will be from the storage tank through the filter system.

AvGas System

- A. Supply and installation of a 10,000-gallon partitioned AvGas AST and accessories
 - 1. AvGas tank shall be a Flameshield tank or Fireguard tank (either is acceptable). Tank must be installed a minimum of 40' from any building to be a Flameshield tank.
- B. Supply and installation of a new fuel dispensing system
 - 1. System shall filter the fuel from the tank to the dispenser for self-fueling
 - 2. System shall be capable of over-wing refueling directly into aircraft through the cabinet (through a hose reel system) at a rate of 22 GPM.

1.03 SYSTEM PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure Ratings: Except where otherwise indicated, the following are minimum pressure requirements:
 - 1. Aboveground Steel Fuel Piping: 150 psig (1035 kPa).
 - 2. Vent, Gauge, and Fill Piping: 100 psig (690 kPa).
- B. The primary and secondary tanks shall be tested for leaks at the manufacturing facility before the system is delivered. Manufacturer shall submit written documentation with approved signature of the successful test.

1.04 RELATED WORK SPECIFIED ELSEWHERE

- A. Not Used.

1.05 REFERENCES

- A. Equipment and installation necessary to accomplish the work specified herein shall comply with the latest revisions of the applicable federal, state, and local codes and regulations concerning underground or aboveground fuel storage and dispensing systems including, but not limited to, the following:
 - 1. National Fire Protection Association (NFPA) 1 – Uniform Fire Code.
 - 2. NFPA 10 - Standard for Portable Fire Extinguishers.
 - 3. NFPA 30 & 30A.
 - 4. NFPA 70 - National Electrical Code (NEC) (most current issue in force).
 - 5. NFPA 77 – Recommended Practice on Static Electricity (most current issue in force).
 - 6. NFPA 327, “Standard Procedures for Cleaning or Safeguarding Small Tanks and Containers”.
 - 7. NFPA 407 – Standard for Aircraft Fuel Servicing (most current issue in force), including Appendices for design and construction, installation, inspection and testing of fuel distribution system, tanks, piping, and other components related to installation of fuel storage and dispensing system.

8. Underwriter's Laboratories UL 2085 – Standard for Safety, Steel Aboveground Tanks for Flammable and Combustible Liquids.
9. STI Fireguard UL 2085 – Insulated Aboveground Tanks for Flammable and Combustible Liquids.
10. UL 842, "Standard for Valves for Flammable Fluids".
11. ANSI/UL 87, "Power Operated Dispensing Devices for Petroleum Products".
12. ANSI/UL 913, "Standard for Intrinsically Safe Apparatus and Associated Apparatus for Use in Class I, II and III Division 1 Hazardous (Classified) Locations".
13. American Society of Mechanical Engineers (ASME) – A13.1 – Scheme for the Identification of Piping Systems.
14. American Petroleum Institute (API) Standards. Regulations and Publications, including Appendices for design, cleaning, construction, installation of tanks, piping, and dispensing system.
15. API Bulletin 1529 Latest Edition, "Aviation Fueling Hose".
16. Petroleum Equipment Institute (PEI) Standards RP-200 "Recommended Practices for Installation of Aboveground Storage Systems for Motor Vehicle Fueling" and RP-100-90.
17. Applicable Local, State, and Federal Codes and Regulations.
18. FAA Advisory Circular 150/5230-4A Aircraft Fuel Storage, Handling, and Dispensing on Airports.
19. Occupational Safety & Health Administration (OSHA).
20. ATA 103: Standard for Jet Fuel Quality Control at Airports

1.06 SUBMITTALS

Bidder shall submit upon award, shop drawings and certifications. The Bidder shall prepare Shop Drawings for all parts of the work. Before commencing any work or providing any material, the Bidder shall submit for approval of the Engineer all Drawings relating to the construction, arrangement or disposition of the equipment entering into the Contract and show the complete equipment with manufacturer's Specifications of same. Shop Drawings shall be fully descriptive of all the materials and equipment to be incorporated into this project. The Bidder shall carefully check all submitted Shop Drawings, making sure they are complete in all details and cover the specific items as hereinafter specified. Bidder shall submit sufficient quantities of shop drawings for his needs plus three copies to be retained by the Engineer, (4 copies minimum). No material or equipment shall be allowed at the site until Shop Drawings have been reviewed by the Engineer/Owner's Representative and stamped "No Exceptions Taken" or "Furnish as Corrected." Shop drawings stamped "Revise and Resubmit," "Rejected" or "Submit Specified Item" will require re-submittal and approval by the Engineer/Owner's Representative. Shop drawings shall include the project name, project location, submittal number, date of submittal, submitting Bidder's name and approval stamp, and specification section corresponding to equipment or materials. Provide shop drawings and certifications for the following:

- A. All materials and components included with the fuel systems. Submit, for approval, shop drawings, generated by any commercially available CAD package, which indicate system layout, pipe sizes, supports locations, elevations, and equipment mounting details. For fuel tanks, indicate dimensions and location of all accessories.
- B. For each fuel storage tank include the following: drawing with general layout of tank and accessories, manufacturer's product data sheet, name and address of manufacturer, tank specifications, information on tank lining and protective coatings, UL listing, tank description, tank capacity in gallons, dimensions of the tank with drawing showing bung/openings/fittings and manhole layout, tank support system, grounding connection point, drawing showing tank elevation and plan views.
- C. Fuel storage tank accessories and specialties. Provide cut sheets and specs for the fuel tank components including the vents, pumps, motors, general duty valves, special duty valves, gauges, filter separator, static ground reel, fuel hose, nozzle, emergency shutoff stations, and motor control stations.
- D. Fuel storage tank foundations. The contractor shall provide and design footings underneath the tank saddles. Footings shall be as required by the tank manufactured or shall be from a structural design provided by a professional licensed engineer in the state of Iowa. The contractor shall bear the cost of the footing design. If Contractor's licensed engineer approves use of the reinforced slab without separate footings, that is acceptable when properly approved.
- E. Data, drawings, and specifications for each self-contained system with information on manufacturer, model number, pumps, motors, fuel hose, nozzle, hose reel with rewind system and control, lighting, accessories, and specialties. Provide information confirming dispensers are suitable for use with the respective fuel type, and electrical components are suitable for use in the respective classified hazardous locations. Submit manufacturer's certified pump test curves showing the characteristics over the entire operating range for the fuel used.
- F. Piping schematics.
- G. Electrical wiring diagrams and schematics. Provide wiring diagrams for each item of equipment with electric power supply. Include ladder-type wiring diagrams for interlock and control wiring required for final installation.
- H. Confirmation that all electrical components are explosion proof, UL Listed, ETL Listed, and/or FM approved suitable for use with the respective fuel system hazardous location (Class I, Division 1, Group D hazardous location).
- I. Submit, for review, a design and installation schedule.
- J. Record and submit, for record, actual location of all wiring and conduit runs that are not visible above ground.
- K. Submit, for record, copies of all permit applications.
- L. Submit for documentation, maintenance and inspection data, replacement part numbers and availability, and service depot location and telephone number.

- M. Provide (4) copies of Operations and Maintenance manuals for any equipment placed into service. One copy shall be attached to the cabinet in a clear PVC weather resistant document tube. The manuals shall be in 3-ring binders and developed into suitable sets of manageable size. The manual shall cover the fuel storage and dispensing system. The manuals should at a minimum Include the following:
1. Approved Shop Drawings on each piece of equipment and specialty items furnished.
 2. Maintenance operation and lubrication instruction, parts lists, and control and wiring diagrams on each piece of equipment furnished.
 3. Dispenser pump control diagram prepared by the manufacturer.
 4. A "one-line diagram" and troubleshooting guide to help the user to determine what steps must be taken to correct any problem that may exist in the system.
 5. Brief description of each system and components, starting and stopping procedures and emergency instructions and inspection, reporting and record keeping procedures, and forms.
 6. Manufacturer's warranties.

1.07 QUALITY ASSURANCE

- A. Design, construction, and installation shall be in compliance with the latest version of the PEI RP 200, NFPA-30, 30A, 31, ATA 103 and all manufacturers' current installation instructions.
- B. Comply with NFPA 70 "National Electric Code" for equipment, wiring, and conduit installed under this section.
- C. Provide listing/approval stamp, label, or other marking on equipment made to specified standards.
- D. With the exception of the tank, all installed equipment shall be warranted to be free from defects in manufacturing, workmanship, and materials for a period of a minimum of two (2) years. Tanks shall also include the manufacturer's standard warranty against leakage for thirty (30) years. Warranty period begins on date of system becoming operational and accepted by Owner.

1.08 QUALIFICATIONS

- A. Acceptable manufacturers or suppliers must be those specializing in aviation fuel storage and pumping systems and equipment.
- B. Company and/or company principal specializing in manufacturing and/or installation of the products specified in this section must have a minimum of five (5) years documented experience of producing no less than 5 units per year of similar aviation fueling systems.
- C. The Contractor must possess the capability to produce Shop Drawings of all equipment, either internally or through a third-party CAD contractor.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site.
- B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

1.09 METHOD OF MEASUREMENT AND PAYMENT

- A. The Work of this Section will be measured for payment as defined in the Proposal, Part C, "Bid Items and Quantities."

PART 2 -- PRODUCTS

2.01 MANUFACTURERS

Fuel storage and dispensing systems equipment, specialties, piping, and accessories are based on specific types, manufactures, and models indicated. Equipment and other components having equal performance characteristics by manufacturers other than first-named manufacturer may be considered, provided deviations in dimensions, operation, and other characteristics do not change design concept or intended performance as judged by the Owner. If the Bidder wishes to submit an equal product, it must meet all the regulatory codes and testing requirements as well as the criteria described in the Contract Documents. The equal product must also fit physically in the same location with the same dimensional tolerances as described herein including tank support system. **The burden of proof of equality of products is on the Bidder.**

All fuel storage system equipment shall be new and limited to products regularly produced and recommended for service ratings in accordance with Owner's representative data or other comprehensive literature made available and in effect at time of bidding. In all cases where device, or devices, or part of equipment is herein referred to in singular, reference shall apply to as many items as required to complete installation.

2.02 ABOVEGROUND FIRE RATED FUEL TANKS

A. General

1. Provide and install:

- One 12,000-gallon Jet A Tank complete with secondary containment, gauges, and other accessories specified herein as a complete assembled system.
- One 10,000-gallon AvGas Tank complete with secondary containment, gauges, and other accessories specified herein as a complete assembled system.

The primary tanks shall each have a volume as listed above, and shall be horizontal cylindrical tank with flat heads, butt weld, carbon steel, non-pressure, non-vacuum type, with secondary/containment structure Type II, and shall consist of a secondary tank encompassing the primary tank (double wall). **The tanks shall be saddle-mounted and have an exterior diameter of approximately 8.5'±.** Unit shall be furnished with factory-installed accessories, as specified herein and as indicated on the Drawings.

2. **Each tank system shall be designed and tested in strict accordance with UL 142 / SwRI 97-04 (Flameshield) or UL 2085 (Fireguard) approvals (either is acceptable for both tanks).** Numbered brass plaques issued by Underwriters Laboratories, Inc. confirming UL Subject 2085 or UL 142 / SwRI 97-04 approval shall be installed on each tank and be clearly visible to inspectors. Integral secondary containment shall provide secondary containment of the primary storage tank. A leak detection access tube shall be located in the interstitial space between the inner and outer tank.
 3. The primary tank and secondary containment tank shall be constructed in accordance with UL 2085 Specifications and Steel Tank Institute standard for double-walled tanks. In addition, the primary tank shall conform to the following:
 - a. The primary tank shall be fabricated consistent with Underwriters' Laboratories' UL 142 or UL 2085 specifications, and shall normally be suitable for storing the specified petroleum product at atmospheric pressure at ambient temperature, but shall be designed to withstand a pressure test. The tank shall be constructed of a minimum of ¼-inch thick steel, butt weld construction. The tank interior bottom welds at each seam shall be ground smooth 12 inches in each direction from the tank bottom to eliminate any potential collection points for water or debris.
 4. The fuel tank system shall be tested and listed under UL 142 (or UL 2085), secondarily contained (double wall) aboveground tank and shall bear the UL 142 (or UL 2085) label.
- B. Tank Construction: - Internal (Secondary) Steel Tank
1. Tank: Integral secondary containment shall provide, at minimum, 110% containment of the primary storage tank. The interstitial space shall allow liquid to migrate through it to a monitoring point. A 2" leak detection access tube shall be located in the interstitial space between the inner tank and the secondary barrier.
 2. Steel Tank shall meet either the UL 142 – "Steel Aboveground Tanks for Flammable and Combustible Liquids" or UL 2085 – "Stand for Protected Aboveground Tanks for Flammable and Combustible Liquids": Steel primary containment tank contained within a steel secondary containment shell forming an interstitial space which is capable of being monitored for leakage with **integral welded steel monitor column.**
 3. **The secondary containment structure shall be constructed of a minimum of 3/16-inch thick steel. It shall be designed to withstand a full hydro test with the primary tank installed in the saddles.**
 - a. **The primary tank and secondary containment structure shall be designed to maintain a 5-psi internal air pressure (UL 2085).**
 4. Tank shall comply with the normal and emergency venting requirements of NFPA 30.
 5. Tank shall carry standard written warranty including materials and workmanship.
 6. The secondary containment space shall be vented with an emergency vent complying with NFPA 30.
 7. The fuel tank interior shall be sandblasted in accordance with SSPC-SP10 and finished with an epoxy coating compatible with AvGas and/or Jet A fuel (fuel type as specified in bid documents). **Both tank interiors shall be epoxy-coated, meeting the requirements of**

this paragraph. The interior liner finish shall consist of a two-coat system applied to thickness of 5 mils dry per coat, final coat to be white to off-white in color. The tanks will be subject to a 10-day soak test as required by all major Aviation Fuel suppliers to verify the fuel and coating are compatible. The bidder is responsible for all costs associated with this test and the associated ASTM 1655 laboratory testing. In the event of a failure of this soak test, the contractor will be responsible for all cost associated with the removal and re-application of the tank interior coating as well as all costs associated with removal, disposal and replacement of the fuel used for the failed test. **In lieu of a “full tank” soak test, the Contractor may conduct an equivalent test on panels of the same materials (substrate, coating) applied at the same time as the tank coating. Such panels shall be delivered to the project site with the tanks, along with documentation of testing.** In lieu of coating the inner tank, a stainless-steel inner tank may be furnished, at the Contractor’s discretion. If the inner tank is stainless steel, not requiring a coating, the “soak test” will not be required.

- C. Tank Appurtenances: The tank manufacturer shall provide the following integral components.
 - 1. Tank Supports: Tank shall have UL Listed integral welded tank saddles designed to support the full load of tank and contents and meet 2-hour minimum fire resistance rating. Supports shall provide for a minimum 3” clearance between tank and pad for complete visual inspection. The tank support system shall be anchored to a concrete pad to protect it from floatation. Support design shall provide a minimum of 1/8” per foot longitudinal slope to facilitate water removal. **The slope of the support slab may provide tank slope, so manufacturer shall coordinate support slope with construction details for the PCC tank support slab.**
 - 2. 2-inch Floating Suction (minimum) fuel pickup tube for Jet Fueling tank. Piping shall be aluminum or stainless steel. Floating suction shall be installed in a position that allows for operations to check from an exterior opening. It all also shall be in a location where it can be readily accessible access point.
 - 3. 1-inch (minimum) Aluminum or Stainless-Steel pickup tube for water removal.
- D. Venting: Provide properly sized U.L. listed emergency and standard vents to satisfy code requirements. Standard vent shall terminate a minimum of 12’ above the adjacent ground level.
- E. Grounding: A grounding cable, clamp, and ground rod shall be provided by tank manufacturer and installed by contractor.
- F. The fuel tank and equipment surface shall be sandblasted in accordance with SSPC-SP6 and painted with a high solids epoxy primer. The exterior finish shall consist of two coats of a white finish, weather-resistant, acrylic enamel high gloss paint. Color of finish: White.
- G. Manway: The manway for the primary tank shall be a steel extension cylinder welded in the top of the tank with flange for cover, and shall be a minimum of 22-inch diameter and located in a position to allow access to the floating suction. Manways shall be provided with UL listed gaskets, bolts, and covers.

- H. Tank nozzles and connections: The fill and suction nozzles shall be 150# flanged and located on the tank head above the maximum liquid level of the tank. All other tank connections on the storage tank shall be forged steel, threaded pipe couplings, numbers, and locations per manufacturer.
- I. Jet Fuel Tank Accommodations for Additives: The tank shall be equipped with a means for adding additives or biocide into the system without losing suction or pump prime. Any additional equipment necessary for the airport to insert additives shall be provided by the contractor to the airport.

2.03 ABOVEGROUND STORAGE TANK ACCESSORY EQUIPMENT

- A. The following accessories for the storage tank shall be provided factory installed, as indicated on the Drawings and/or as indicated herein.
 - 1. Certification Plate: Underwriter's Laboratory label (either UL 2085 (Fireguard) or UL 142 / SwRI 97-04 (Flameshield) for both tanks) shall be permanently affixed to each tank.
 - 2. Liquid Level Gauge Assembly: External product level gauge with dial readout for ground level reading per the applicable sections of NFPA 30. Clock (dial) gauge with overfill alarm. Dial shall be readable from ground level and be housed in aluminum or stainless-steel housing. High-level warning alarm shall consist of a battery-powered, intrinsically safe, alarm, unit-mounted remote from the gauge. An alarm shall sound when the liquid level reaches 90% of capacity. Alarm shall be set for desired level during installation and can be reset at any time for a change in alarm level requirements. The alarm shall have 90 decibel, high pitched "Beep" cycle alarm, an on-off test switch, and powered by two 9-volt batteries, housed in plastic weather-proof housing. The gauge shall be adjustable to rotate 360 degrees after mounting. Provide necessary flat device, direct read face plate, decals for indicating overfill, and re-order levels. Provide conversion charts necessary to convert product reading to gallons.
 - 3. Ground Stud: Provide labeled ground stud for connection of static bonding cable during tank filling operations.
 - 4. Tank Fill: Tank shall be equipped with a means of transferring fuel through a bottom loading system from a fuel delivery transport truck into the tank at a rate of 240 GPM for the Jet Fuel tank and at industry standard rates for the AvGas tank. Welded, fill piping with over-fill protection to completely stop the flow of fuel at 95%.
 - 5. Tank Openings Other than Vents for Aboveground Tanks, and shall include the following:
 - a. Cam lock fill pipe (sized for standard for each type of fuel) with hose fitting and dust cap for tank truck hookup.
 - b. 3" Strainer – with removable baskets of Type 316 stainless steel, 100 wire mesh screen. Pressure drop for clean strainer shall not exceed 3 psig at design flow rates.
 - c. Manual tank valves, Fire Rated.
 - d. 150# ductile iron, emergency fire valve.
 - e. 150# ductile iron overfill/check valve.

- f. Offload Filter: Utilize filter listed in section 2.06, Jet Fuel Dispensing. Also used as a combined retail filter.
 - g. All piping shall be labeled with product type and flow direction.
- 6. Overfill Protection System: Tanks shall be equipped with a float activated diaphragm valve in conformance with NFPA 30 Article 4.6.1 Prevention of Overfilling of Tanks. An internal float shall activate the valve completely stopping the flow valve when tank is 95 percent full. The shutoff valve shall be closed when the tank is 90 percent full. This will allow for fuel expansion inside the tank. Overfill valve shall be rated for pressurized fuel delivery.
- 7. Explosion-Proof Solenoid Valve: The solenoid shall prevent the siphoning of product in the event of failure of connected piping or components in accordance with NFPA 30A Part 4.2.4. The solenoid valve shall not be energized, except when the fuel pump is on. All soft seal parts of the solenoid valve shall be of Viton®. If the solenoid valve were to fail, it shall fail in a position that will prevent the fuel in the tank from being siphoned OR pumped from the tank.
- 8. Emergency Fire Valve: An emergency fire valve shall be provided with a fusible device that in the event of a fire the valve shall automatic close.
- 9. Check Valve: Provide check valve in the suction piping.
- 10. Operating Vent: An operating vent shall be provided on the top of the aboveground fuel storage tank extending to 12 feet aboveground level. The vent shall conform to the requirements of NFPA 30 Article 4.2.5 Design of Tank Vents and suitable for the respective fuel type.
- 11. Emergency Vent: Provide on the top of the storage tank. The emergency vent shall relieve internal pressures in excess of 2.5 psi above the pressure/vacuum vent. The vent shall conform to the requirements of NFPA 30 Article 4.2.5.2 Emergency Relief Venting for Fire Exposure for Aboveground Tanks. The vent shall be sized for the respective tank, and shall have flow and pressure stamped on emergency vent.
- 12. Interstitial Emergency Vent: The vent shall conform to the requirements of NFPA 30 Article 4.2.5.2 Emergency Relief Venting for Fire Exposure for Aboveground Tanks. The vent shall be sized for the respective tank, and shall have flow and pressure stamped on emergency vent. Should the product tank rupture in a fire, the interstitial vent shall allow adequate venting of the secondary containment tank.
- 13. Tank Monitoring System Port: Include a spare tank port, four inch, to accommodate a tank monitoring system level probe. Even though visual monitoring is provided in other sections of this specification, an automated tank monitoring system will be bid as a bid alternate, so tanks shall be configured to accept the system if the bid alternate is awarded.

14. Interstitial Monitoring: Provide a gauge to monitor the interstitial. Should a leak occur in the primary tank, it shall be quickly noted in the sight gauge. Provide an interstitial vacuum test port located on the top of the tank, conforming to the applicable sections of NFPA 30.
15. Water Collecting Sump: A water collecting sump pumping and piping system with anti-siphon valve and a lockable ¾-inch valve ¾" aluminum "pick-up pipe" shall be installed in the tank and extend ¼" from the bottom of the tank through an outlet above the maximum fill level and down the rear of the tank. A hand operated sump pump shall be positioned to operate from ground level and be capable of pulling the fuel from the sump pipe bottom of the tank and discharging the sample into a sample bucket placed on the pavement at the tank rear.
16. Electric Wiring in Conduit: All electric wiring associated with the system shall be in galvanized rigid steel conduit in accordance with Chapter 5, Articles 500, 501, 514, and 515 of the NFPA 70, NEC.
17. Lifting Lugs: Provide for handling and installation.
18. Ladders and Catwalk: OSHA compliant, stair or ladder and platform system for access to both tanks and provide access to the tank manual gauge port and floating suction test mechanism. **This may be accomplished by individual ladders and platforms or by a single ladder leading to a "catwalk" spanning both tanks. The ladder (catwalk) system shall be painted either white or yellow, at the Owner's discretion.**
19. Tank Markings: The tanks shall be appropriately marked on all sides, according to the product stored in tank such as "JET-A" or "AVGAS", and marked with all safety decals, the marking shall comply with the State Fire Marshall's requirements and NFPA as they pertain to the system. Tank shall also be marked with an 1863 label signed indicated Jet Fuel is stored in tank.
20. Extinguishers: Provide a 20lb Class B:C fire extinguisher, providing a minimum rating of 40-B:C, to be accessible at the site within a maximum travel distance of not more than 100 feet from the dispensing location of either fuel cabinet or tank openings on either tank. Fire extinguishers shall be UL-listed with UL listing mark for type, rating, and classification of extinguisher. Fire extinguisher shall be installed in a heavy-duty cabinet similar or equal to Model A-HDOC-30 as manufactured by Ameraproducts. Location of the fire extinguisher shall be coordinated with the owner and engineer in the field. The cabinet shall be mounted to a treated wood post rated for ground contact or attached to an existing/proposed airport feature, as desired by the Owner.

2.04 REMOTE TANK FILL CABINET

- A. A 5-gallon (minimum) remote tank fill cabinet shall be supplied for each type of fuel. **Jet Fuel and AvGas shall each have its own fill cabinet with a single attachment point.** Each cabinet shall be designed to minimize and contain fuel spilled when disconnecting the delivery fitting during normal tank filling operations. Total leak containment shall be 5 U.S. gallons (minimum, each cabinet). Provide labeled ground stud for connection of static bonding cable during tank filling operations.

- B. The cabinet shall be weather-tight and have a 1" locking ball valve drain. Contractor shall supply appropriate lock and two keys to Owner.
- C. A swing check valve shall be supplied at the outlet of the cabinet. The check valve shall have an iron body and Viton seals. Size shall be as shown on the drawings.
- D. All piping used to connect the cabinet to the fuel storage tank shall be ASTM A53 Grade B, Schedule 40 weight with welded fittings. Connections to valves, equipment, and other accessories are permitted to have threaded or bolted flanges.
- E. The cabinet shall have an aluminum quick coupler assembly with dust cap for supply delivery connection. Size the quick coupler as shown on drawings.
- F. Provide a decal or placard affixed to the tank fill box that gives a detailed, step-by-step tank filling procedure. The decal or placard must be readily visible during tank filling operations and must be of a material that does not deteriorate when exposed to weather.

2.05 FUEL DISTRIBUTION PIPE AND PIPE FITTINGS, ABOVEGROUND

- A. **For this project, all pipe carrying fuel shall be stainless steel in the Base Bid. A bid alternate is included to use painted steel pipe for pipe carrying fuel as a potential cost-saving measure. In the Base Bid, pipe not carrying fuel (such as a vent pipe) may be painted steel. All fittings, vents, valves, or other connections in contact with stainless-steel piping shall be designed to work with stainless steel.**
- B. Steel pipe used inside the equipment shall be ASTM A53 or A120, or ASME B36.10, Schedule 10 304L Stainless Steel. All piping 2" and larger will be welded with flanges. Less than 2" can be threaded.
- C. Aboveground steel pipe used for connections to vents, dispensers, fill cabinet, and thief pump shall be ASTM A53 or Grade B, Schedule 40 weight with welded fittings. Connections to valves, equipment, and other accessories are permitted to have welded or bolted flanges. Threaded components or unions are permitted only in locations shown on Drawings.
- D. A 100-mesh screen shall be installed in the supply line with gaskets appropriate for 100LL AvGas.
- E. Prime and finish paint piping in a controlled atmosphere per manufacturer's recommendations and in accordance with the Specifications. Apply labels and stenciled symbols and lettering to new piping per ASME A13.1.
- H. All piping shall be bonded and grounded.
- I. All piping shall be labeled with product type and flow direction.
- J. All piping shall be properly supported to prevent settlement and movement of the pipes.
- K. All piping shall contain a sufficient number of valves to control the flow of liquids in normal operations and in the event of physical damage.

2.06 JET FUEL DISPENSING SYSTEM

A. Fuel: Jet A for both over-wing aircraft refueling and bottom loading of refueling trucks. This shall be accomplished by the following method:

1. The fueling cabinet shall be a single-reel cabinet, with an electrically operated reel for an over-the-wing hose, and a hose for bottom loading refueling of the aircraft refueling truck. The hose for the over-the-wing nozzle shall be a minimum of 1-1/4" x 125', and capable of refueling aircraft at a nominal flow rate of 30 GPM. The hose for the bottom loading refueling to the aircraft fueling truck shall be a minimum of 1-1/2" x 20', and capable of filling the fuel truck at a nominal flow rate of 60 GPM. The cabinet shall include a method of storing the bottom loading hose (head) under a cover for protection against the elements when not in use (either in the cabinet or on a covered tray adjacent to the fuel tank). The over-the-wing hose and grounding reel shall be completely enclosed in a cabinet for protection against the elements.
2. A fail-safe interlock system shall be installed allowing flow rates to be selected based on type of aircraft fueling being completed, allowing for a higher flow rate for single-point fueling of a refueler truck and a reduced flow rate for over-the-wing fueling. Fueling of the refueler truck (bottom loading) will be dead man controlled.
3. The Jet Fuel system shall be equipped with a Scully Intellicheck 3 Overfill system for transfer of fuel from the AST to the refueling truck. The system shall include furnishing and installing all hardware, sensors, cables, and items necessary to install the system for safe transfer of fuel.

B. General Requirements: As per NFPA 407, piping valves and fittings shall be of metal suitable for aviation fuel service, and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ANSI B31.3. Cast-iron, copper, copper alloy, and galvanized steel piping, valves, and fittings shall not be permitted. Fuel control/operating valves shall be ¼ turn butterfly style rated at 250 psi Valve bodies and lugs shall be constructed of ductile iron with stainless steel stems (ASTM A-582, Type 416), copper bushings, and Viton seals.

The system and components must meet standards previously listed and as required by the requirements of all major aviation fuel suppliers for the storage and dispensing of Aviation Fuel.

C. Flow Rate:

1. Pump fuel from the AST directly into aircraft at a flow rate of nominally 30 GPM for over-the-wing fueling.
2. The fuel system shall be designed to allow fuel from a transport delivery truck to be pumped into the storage tanks at the rate of no less than 240 GPM, using the remote fill cabinets. **Fuel delivery truck mounted pumps may be used to meet this 240 GPM requirement, but the filtering system shall be capable of supporting the higher flow rate for fuel delivery from the truck-mounted pumps. Delivery fuel shall require filtering into the tank.**
3. Re-circulate storage tank fuel via the pump and filter system at a (nominal) rate of 60 GPM.

4. Dispense fuel from the storage tank via the pump and filter system into mobile refuelers at a nominal flow rate of 60 GPM.
- D. Product Pump:
1. Pump(s) may be either centrifugal or positive displacement, sized as required to provide specified flow rates.
 2. Pump motors shall be:
 - a) Class I, Division I, Group D explosion-proof for location within a hazardous area as defined by the NEC, and capable of operating the pumps from zero (0) to 120 percent of design conditions with a combined pump and motor efficiency of not less than 60 percent.
 - b) Rated for 208/230 volts, **single-phase**, 60-hertz capable of operating under a ten (10) percent (%) variation in voltage.
 - c) Appropriately sized to ensure achievement of required flowage rates.
 - d) Shall contain a 5-gallon minimum sump.
- E. Filtration:
1. JET-A - A horizontal filter vessel shall be provided, and be capable of a flow rate of 240 GPM. Filter/Separator shall meet EI 1581 6th Edition Category M standards. The vessel shall be equipped with an air elimination device, automatic air vent, pressure relief valve, differential pressure gauge, upstream and downstream sampling connections and probes, sump heater, sign glass, pressure relief valve and EI Name plate meeting EI 1581 6th Edition.
 2. Filter vessel shall also include a high-water shutoff float that will activate a water slug valve on the outlet of the filter.
 3. Vessel piping connections shall be sized appropriately with 150-pound ANSI raised-face, weld-neck flanges.
 4. Provide a direct-reading differential pressure gauge assembly, mounted so it is clearly visible to the operator. Provide a full deflection test facility with spring return control, routed to the storage tank.
 5. A water detection probe shall be provided. A water detection probe shall include relays to shut off the flow fuel if water is detected. Relay enclosure shall be rated for hazardous areas.
- F. Meters and Registers:
1. The meters and registers shall have the ability to be calibrated and weight and measure sealed for fuel resale.
 2. The meter shall be a Positive Displacement Rotary meter. The meter shall be appropriately sized to ensure achievement of the required flowage rates.

3. Meter registers shall read in:

JET-A: 1/10th (US) gallons with totalizer.

Positive Displacement Rotary meter, or approved equal.

Meter shall be equipped with air elimination.

Equipped with a 100:1-gallon pulser for connection to relocated Card-reader or fuel management system.

G. Valves :

1. All valves shall be mounted between ANSI Class 150 flanges with rated working pressure of the valve to be not less than 275 PSI, or threaded with 2000# rating.
2. Butterfly valves shall have a ductile iron, full lug body, with drilled and tapped lugs, 316 ASTM stainless steel disc, stainless steel stem and 316 ASTM stainless steel trim.

H. Static Bonding Reel: Provide an static bonding reel (spring operated re-wind) with One Hundred (100) feet of 3/16-inch diameter, plastic-coated aircraft grounding cable with a GTP-1093 Super Clamp and stop ball. Tension shall be adjustable.

I. Fueling Hoses and Nozzles: Appropriately sized to ensure achievement of required flowage rates, designed for use as bottom-loading for type of equipment currently owned by customer. Hoses shall be API 1529 Aircraft fuel hose and the hose certificate shall be provided with the equipment manual. Hoses shall be "cold weather" hoses, designed to remain flexible in cold weather conditions. Hoses shall be mounted on 110-volt electric rewind hose reels with variable speed reduction and an "open drum slot" mechanism to ensure flat smooth hose wrap. All hose/nozzle combinations shall be supplied with an operable "Deadman" switch for refueler truck bottom loading. Minimum hose lengths/ sizes/requirements shall be as follows:

1. Jet Fuel – 1-1/4" x 125 ft. (over-the-wing) and 1-1/2" x 20 ft. (bottom loading of trucks), or as sized to accommodate required flow rates. Nozzle(s) shall be supplied with swivel, ground wire assembly, and dust cap. Overwing shall also be provided with a dry disconnect to allow for use of a single point to fuel aircraft in the event of the fuel truck being out of service. Overwing nozzle shall be capable of automatic shutoff. The bottom loading nozzle intended for refueling truck shall be single point style for connection to fueling truck. Black composite lever guard or fuel scuff guard denotes Jet Fuel.
2. The retractable hose (on electric reel) shall be furnished with a dry-disconnect fitting and over-the-wing nozzle, with a single-point nozzle to be stored in the cabinet.

J. 15 Gallon Product Recovery Tank – Product recovery tank shall be self-contained and utilized to separate water and particulate from fuel. It shall be piped to allow draining of water and particulate into a waste bucket. The product recovery system shall be piped through sump suction and filtered prior to returning to tank. The product recovery system will incorporate a spring-loaded ball valve on the return line to prevent water and particulate from accidentally being released into the pump suction.

- K. Spare parts shall be supplied for the filter:
- A complete set of filters is needed to completely exchange all filters inside horizontal filter vessel.
 - Replacement dry disconnect
 - Single Point Nozzle
- L. Fuel dispensing system operation subject to control of the proposed new credit card reader. The system shall include a 2-stage pre-pay valve after the filter to work with credit card reader system.
- M. Cabinet Construction: 14 gauge painted steel, painted aluminum, painted steel, or stainless-steel welded construction. All hardware and hinges are to be stainless steel. The cabinet shall be equipped with a locking hinged door to provide access to fueling hose, electrical controls, and metering equipment. Cabinet design shall allow for full access to all system components for scheduled and unscheduled maintenance. The cabinet shall have an integral drip pan under fuel handling components with locking ball drain valve. Contractor shall supply appropriate lock and two keys to Owner for drain valve and for cabinet lock.
- The cabinet shall contain a 5-gallon minimum sump.
- N. Interior light shall be installed inside the cabinet to illuminate the system components (light shall be required in the single cabinet (Bid Alternate A) as well as all hose/static reel cabinets. Light shall be explosion-proof as required by applicable codes. Light switch shall be located near the cabinet door and easily locatable and marked for use during darkness, or shall be wired to illuminate when the cabinet door is opened.
- O. Product Pump:
1. Pump horsepower shall be as required to provide specified flow rates.
 2. Pump baseplates shall be fabricated structural steel channels or I-beams.
 3. Exterior surfaces of pumps and baseplates shall be primed and surface cleaning must adhere to requirements of SSPC SP-5. Metal primer shall be zinc-rich paint conforming to specification MIL-P-24441 Type 1, Class 3, dry film thickness shall be two (2) to four (4) mils. Exterior topcoat shall be factory-applied and WHITE in color.
 4. Pump motors shall be:
 - a. Class I, Division I, Group D explosion-proof for location within a hazardous area as defined by the NEC, and capable of operating the pumps from zero (0) to 120 percent of design conditions with a combined pump and motor efficiency of not less than 60 percent.
 - b. Rated for 208/230 volts, **single-phase**, 60-hertz capable of operating under a ten (10) percent (%) variation in voltage.
 - c. Appropriately sized to ensure achievement of required flowage rates.
 5. Recirculation: The Jet Fuel pump shall be installed with piping and valves such that it has the capability to recirculate the tank utilizing the horizontal filter vessel and the retail dispensing pump. Additional valves and piping shall be provided to allow for recirculation of the Jet Fuel by utilizing piping and valves to operate.

- P. Fuel dispensing system operation: The fueling operation is subject to control of the proposed new credit card reader. In addition, the system shall be operated as listed in Section 1.02.

2.07 AVGAS FUEL DISPENSING SYSTEM

- A. Fuel: AvGas for over-wing aircraft and top of truck refueling. Avgas shall be provided with a means to allow for future refueling truck connection. This shall be accomplished by the following method:
1. The fueling cabinet shall be a single-reel cabinet, with an electrically operated reel for an over-the-wing hose for AvGas and provision that could include a valve and cover provided for connection of a future truck refueling hose to be added by the airport at a later date. The hose for each over-the-wing nozzle shall be a minimum of 1" x 125', and capable of refueling aircraft at a minimum flow rate of 22 GPM. The cabinet housing the hose reels for each product shall include a single static grounding reel for use by either product. The over-the-wing hose and grounding reel shall be completely enclosed in a cabinet for protection against the elements.
 2. The AvGas system shall be equipped with a Scully Intellicheck 3 Overfill system for transfer of fuel from the AST to the refueling truck. The system shall include furnishing and installing all hardware, sensors, cables, and items necessary to install the system for safe transfer of fuel.
- B. General Requirements: As per NFPA 407, piping valves and fittings shall be of metal suitable for aviation fuel service and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ANSI B31.3. Cast-iron, copper, copper alloy, and galvanized steel piping, valves, and fittings shall not be permitted. Fuel control/operating valves shall be ¼ turn butterfly style rated at 250 psi. Valve bodies and lugs shall be constructed of ductile iron with stainless steel stems (ASTM A-582, Type 416), copper bushings, and Viton seals.

The system and components must meet standards previously listed and as required by the requirements of all major aviation fuel suppliers for the storage and dispensing of Aviation Fuel.

- C. Flow Rate:
1. Pump fuel from the AST directly into aircraft at a (nominal) flow rate of 22 GPM for over-the-wing fueling (both products/hoses).
 2. The fuel system shall be designed to allow fuel from a transport delivery truck to be pumped into the storage tanks at industry standard flow rates, using the remote fill cabinets. **Delivery fuel does not require filtering into the tank.**

D. Product Pump:

1. Pump(s) may be either centrifugal or positive displacement, sized as required to provide specified flow rates.
2. The motor shall be **single-phase**, 208/230 volt.
2. Pump baseplates shall be fabricated structural steel channels or I-beams.
3. Exterior surfaces of pumps and baseplates shall be primed and surface cleaning must adhere to requirements of SSPC SP-5. Metal primer shall be zinc-rich paint conforming to specification MIL-P-24441 Type 1, Class 3, dry film thickness shall be two (2) to four (4) mils. Exterior topcoat shall be factory-applied and WHITE in color.
4. Pump motors shall be:
 - a) Class I, Division I, Group D explosion-proof for location within a hazardous area as defined by the NEC, and capable of operating the pumps from zero (0) to 120 percent of design conditions with a combined pump and motor efficiency of not less than 60 percent.
 - b) Rated for 208/230 volts, **single-phase**, 60-hertz capable of operating under a ten (10) percent (%) variation in voltage.
 - c) Appropriately sized to ensure achievement of required flowage rates.
 - d) Cabinet shall contain a 5-gallon minimum sump.

E. Filtration:

1. AvGas – The vessel shall be equipped with an air elimination device, automatic air vent, pressure relief valve, differential pressure gauge, upstream and downstream sampling connections and probes, sump heater, sign glass, pressure relief valve and shall be designed to accommodate the desired flow rate of 22 GPM.
2. Filter shall be fabricated of internally coated carbon steel, in accordance with Section VIII of the ASME Code, stamped for 150 PSIG (pounds per square inch gauge), maximum working pressure and have the pressure relief valve set at 125 PSIG. Vessel piping connections shall be sized appropriately with 150-pound ANSI raised-face, weld-neck flanges.
3. Each product shall include an Aquacon ACI or approached equal aviation fuel filter cartridge filter and housing, with inside to out flow cartridges.
4. Provide a Gammon (or equal) direct-reading differential pressure gauge assembly, mounted so it is clearly visible to the operator. Provide a full deflection test facility with spring return control, routed to the storage tank.
5. Filter vessel shall also include a high-water shutoff float that will activate a water slug valve on the outlet of the filter.
6. A water detection probe shall be provided similar to a water detection. A water detection probe shall include relays to shut off the flow fuel if water is detected. Relay enclosure shall be rated for hazardous areas.

F. Meters and Registers:

1. The meters and registers shall have the ability to be calibrated and weight and measure sealed for fuel resale.
2. The meters shall be Liquid Controls (LC) Class 2 Positive Displacement Rotary meter, or approved equal. The meters shall be appropriately sized to ensure achievement of required flowage rates.
3. Meter registers shall be manufactured by Veeder-Root and read in:
AvGas/MoGas: 1/10th (US) gallons with totalizer.

Positive Displacement Rotary meter, or approved equal.

Meter shall be equipped with air elimination.

Equipped with a 100:1-gallon pulser for connection to relocated Card-reader or fuel management system.

G. Valves :

1. All valves shall be mounted between ANSI Class 150 flanges with rated working pressure of the valve to be not less than 275 PSI, or threaded with 2000# rating.
2. Butterfly valves shall have a ductile iron, full lug body, with drilled and tapped lugs, 316 ASTM stainless steel disc, stainless steel stem and 316 ASTM stainless steel trim.

H. Static Bonding Reel: Provide a static bonding reel (spring operated re-wind) with One Hundred (100) feet of 3/16-inch diameter, plastic-coated aircraft grounding cable with a GTP-1093 Super Clamp and stop ball. Tension shall be adjustable.

I. Fueling Hoses and Nozzles: Appropriately sized to ensure achievement of required flowage rates, designed for use as bottom-loading for type of equipment currently owned by customer. Hoses shall be API 1529 Aircraft fuel hose and the hose certificate shall be provided with the equipment manual. Hoses shall be "cold weather" hoses, designed to remain flexible in cold weather conditions. Hoses shall be mounted on 110-volt electric rewind hose reels, with variable speed reduction and an "open drum slot" mechanism to ensure flat smooth hose wrap. For the AvGas provisions shall be provided such that at a later date a future "Deadman" switch for refueler truck bottom loading can be installed. Minimum hose lengths/sizes/requirements shall be as follows: Minimum hose lengths/ sizes/requirements shall be as follows:

1. AvGas – 1" x 125 ft. (over-the-wing) or sized to accommodate required flow rates. Nozzle(s) shall be supplied complete with swivel, ground wire assembly, and dust cap. Overwing nozzle shall be capable of automatic shutoff. Red composite lever guard or fuel scuff guard denotes AvGas.

J. 15 Gallon Product Recovery Tank – Product recovery tank shall be self-contained and utilized to separate water and particulate from fuel. It shall be piped to allow draining of water and particulate into a waste bucket. The product recovery system shall be piped through sump suction and filtered prior to returning to tank. The product recovery system will incorporate a spring-loaded ball valve on the return line to prevent water and particulate from accidentally being released into the pump suction.

- K. Spare parts shall be supplied for the filter:
 - QTY 2 sets – O-ring(s) for filter housing. QTY 2 sets – filter cartridges for the AvGas.
- L. Fuel dispensing system operation subject to control of the proposed new credit card reader. System shall include valve after the filter to work with credit card reader system.
- M. Cabinet Construction: 14 gauge painted steel, painted aluminum, painted steel stainless steel welded construction. All hardware and hinges are to be stainless steel. The cabinet shall be equipped with a locking hinged door to provide access to fueling hose, electrical controls, and metering equipment. Cabinet design shall allow for full access to all system components for scheduled and unscheduled maintenance. The cabinet shall have an integral drip pan under fuel handling components with locking ball drain valve. Contractor shall supply appropriate lock and two keys to Owner for drain valve and for cabinet lock. The cabinet shall contain a 5-gallon minimum sump.
- N. Interior light shall be installed inside the cabinet to illuminate the system components (light shall be required in all hose/static reel cabinets. Light shall be explosion-proof as required by applicable codes. Light switch shall be located near the cabinet door and easily locatable and marked for use during darkness, or shall be wired to illuminate when the cabinet door is opened.

2.08 SIGNAGE

- A. Fuel dispensing cabinet exterior shall be marked with 3" letters (black letters or white letters on a black background for Jet Fuel and red letters or white letters on a red background for AvGas):
 - 1. JET A / AVGAS / MOGAS
 - 2. FLAMMABLE
 - 3. NO SMOKING
- B. General Operating Instructions shall be installed for operator reference and shall be clearly displayed.
- C. Aircraft fueling hose reel Operating Instructions placard fixed near hose reel electrical controls.

- D. The following notices shall be conspicuously posted in the dispensing area on a single sign or multiple signs:
1. WARNING
 2. NO SMOKING
 3. STOP ENGINE
 4. - NOTICE –
IN CASE OF FIRE OR SPILL
USE EMERGENCY STOP BUTTON
REPORT ACCIDENT BY CALLING 911
 5. It is unlawful and dangerous to dispense fuel into unapproved containers.
 6. No filling of portable containers in or on a motor vehicle.
 7. Place container on ground before filling.
 8. Discharge your static electricity before fueling by touching a metal surface away from the nozzle.
 9. Attach grounding clamp to aircraft prior to fueling.
 10. Do not re-enter aircraft or vehicle while fuel is pumping.
 11. If a fire starts, DO NOT remove the nozzle – Back away immediately.
 12. Do not allow individuals under licensed age to use the pump.
 13. All products and flow directions shall be clearly marked.
- E. Tank shall be labeled in accordance with NFPA 30 and NFPA 30A. Tank shall bear Fireguard of Flameshield labels and shall display in conspicuous red letters “FLAMMABLE” and “NO SMOKING”.

PART 3 – EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. The successful Bidder is responsible for the safe delivery of the system to the installation location; should damage be incurred during delivery; it will be the Bidder’s responsibility to replace and/or repair damaged items to the satisfaction of the Engineer and/or Owner.
- B. The Bidder shall coordinate delivery of the system, and its’ accessories, with the Engineer.
- C. The Bidder shall store system and components, as needed, in a safe and secure location, as directed by the Engineer and/or Owner.

3.02 INSTALLATION

- A. Install tanks in strict accordance with the manufacturer's recommendations, PEI/RP200 and PEI/RP1300, and applicable fire and environmental codes. State and local permits shall be obtained prior to installation.
- B. Install fill cabinets on concrete surface as shown in the Drawings and according to the manufacturer's recommendations. The contractor shall provide all equipment, materials, and labor required for fixing cabinets to the concrete.
- C. Install Jet Fuel/AvGas cabinets on concrete surface as shown in the drawings and according to the manufacturer's recommendations. Contractor shall provide all equipment, materials, and labor required for anchoring the cabinet(s) to the concrete pad.
- D. Electrical work shall be in accordance with applicable codes and shall be rated for hazardous area as required. Tanks shall be electrically grounded.
- E. Connect piping to new equipment. The contractor shall provide equipment, materials, and labor to connect piping to the new equipment as shown in the drawings.
- F. Paint all piping (non stainless steel) and provide touch up paint for any surfaces that may have sustained surface damage during shipping, handling, or installation.
- G. The tanks shall be inspected and approved by the tank supplier or its certified contractor. The tank supplier shall submit a comprehensive checklist of quality and safety items critical to the system and verify that the installation has been in accordance with these standards and applicable fire and environmental codes.
- H. All ports on the tanks, dispensers, and spill cabinets shall remain covered until installation to protect from entry of dirt, water, or debris.
- I. **Installation shall be phased and coordinated with the owner so as to cause no interruption to airport fueling operations. If this is not possible, Contractor shall coordinate installation to allow for alternate means of providing an uninterrupted supply of fuel to aircraft. Any cost associated with alternate means shall be borne by the contractor.**
- J. Repair damage to coatings with suitable repair materials to a condition equal or better than original.

3.03 SUPERVISION OF INSTALLATION, START-UP, AND TRAINING

- A. Equipment supplier shall arrange with the manufacturer of the storage tank systems to provide a factory qualified service representative to supervise the installation, start-up, functional test, and training. The combined period of on-site service shall be necessary to complete all described tasks.
- B. Details pertaining to operation and maintenance of the various components shall be thoroughly explained to operations personnel selected by the Owner. Any special tools required for adjusting and maintaining the equipment, or training materials, shall be provided by the service representative to airport personnel.

- C. Manufacturer's representative shall conduct a complete electrical, mechanical, and functional testing of all equipment provided under this Contract. The technician shall be capable of making mechanical and electrical system adjustments to assure functioning of all control devices, indicators, shutdowns, and alarms. Provide written certification from the manufacturer's representative indicating that all installed fuel systems are properly installed, have successfully been started up, and are ready for service.
- D. Any leaks, malfunctions, etc. shall be repaired to the satisfaction of the owner.
- E. The contractor shall demonstrate proper electrical grounding, as specified herein.
- F. The Equipment supplier shall be responsible to provide start-up and training of all major systems and electrical equipment and assume all associated costs, including wages and expenses of manufacturer's representatives.
- G. Equipment supplier shall notify the Owner at least one (1) week prior to scheduling equipment start-up tests and training events. The Equipment supplier shall provide labor and material as necessary to aid Owner in inspection and verification of equipment start-up.
- H. Where required by the technical specifications, the manufacturer's authorized representative shall be present at the time of equipment start-up and shall be responsible for conducting all tests and certifying the results.
- I. After verification by the Engineer and/or Owner that the installation is acceptable, the manufacture will provide the services of qualified people to instruct the Owner's representative or custodial force in the operation of each partial or complete system or piece of equipment (e.g., pumping systems, filter systems, tank monitoring system, etc.). Advance notice of at least one (1) week shall be given to the Owner prior to the scheduling of this instruction period. The Owner reserves the right to postpone acceptance of any equipment for which the Owner has not received instructions.
- J. Representatives of equipment suppliers for the leak monitoring system shall provide necessary training and technical support to the Owner so that the Owner may properly operate and maintain the systems.
- K. Training shall consist of a minimum of 2 hours on-site.
- L. Provide one "call back" visit on site within the first year of operation. An authorized equipment supplier representative shall provide a minimum of 2 hours of refresher training for Owner's personnel.

3.04 COMMISSIONING

- A. Before activating the system for use perform these steps:
 - 1. Flush system with grade of fuel to be used by owner to remove any debris and foreign matter in piping or filters prior commissioning the dispensing system. Service all system filters and screens and dispose of test fuel. The filter shall be changed prior to entering a system into service.
 - 2. Calibrate fuel meters for State Weights & Measures certification.
 - 3. Open valves to correct position for system operation.
- B. The Contractor shall provide four (4) copies of all manuals, parts lists, instruction sheets, and other literature that are provided with all system components in three ring binders.

PART 4 – TANK REGISTRATION AND PERMITTING

The contractor shall obtain, coordinate, and furnish all necessary permits, permit fees and inspection certificates for all work. All permits shall be obtained from the jurisdiction having authority. The cost of any permits, fees and/or special inspections shall be the responsibility of the contractor. The contractor shall ensure all applications and on the from required by the jurisdiction are appropriately filed. This shall include, but is not limited to:

- A. State of Iowa Fire Marshall - Above Ground Storage Tank Plan Review Application
- B. State of Iowa Fire Marshall – Aboveground Storage Tank Registration Application

END OF ITEM 11140

SECTION 11150 – FUEL SYSTEM, COMPLETE, IN PLACE

PART 1 – GENERAL

1.01 SECTION INCLUDES

These specifications include items relating to the fuel project exclusive of the specific fueling components (tank and appurtenances, refueling cabinets, remote fill cabinets, and piping), required to complete the project and furnish a complete and operational fuel storage and dispensing system. Construction shall include new PCC base pad or foundations (as shown on the project plans) for the furnished equipment, complete with bollards, as shown on the plans. Installation shall include all electrical, communications, and fuel line connections.

1.02 STANDARDS/REFERENCES

All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), IEEE Standards and Practices, and all material and work shall conform to the requirements of the National Electrical Code (NEC), the Standards of the American Society for Testing Materials (ASTM), the American Standards Association (ASA), and local ordinances that are in effect at the date of advertising of the project documents. Miscellaneous electrical equipment and materials shall be UL approved.

PART 2 – CONCRETE FOR FUELING CABINET AREA AND FUEL TANK PAD/FOUNDATIONS

2.01 The concrete base or foundations for the fueling tanks and cabinets shall be located as shown on the project plans. The base/foundations shall include all reinforcement as shown on the plans. All reinforcement shall be epoxy-coated. The base/foundations shall be placed on a subgrade compacted to 95% of the Standard Proctor (maximum density as determined by ASTM D698) for subgrade soils, and on a 6" (minimum, or thickness as shown on plans) granular base that meets requirements of Iowa DOT Modified Subbase.

2.02 BAR PLACEMENT. Particular attention will be paid to bar placement on this project. This will include all joint steel, as well as any reinforcing steel in PCC pavement. Should any problems associated with bar placement surface within the pavement warranty period, the Contractor shall be required to test for bar placement and confirm the extent of the problem to the Sponsor and Engineer. Corrective measures may be required, as well as extended warranty periods on pavement with noted bar placement concerns.

PART 3 – ELECTRICAL

3.01 GENERAL. All electrical work shall meet all local and national codes. Work shall be completed by Contractor's meeting Iowa state requirements for using qualified personnel for electrical work. Contractors shall have a Class A Master's License and a State of Iowa Contractor's License. All electrical work shall be inspected as necessary by an appropriate Inspector(s), and any costs associated with inspections shall be the responsibility of the Contractor. Currently, electrical inspections are conducted by the State of Iowa, with a minimum of 72-hour notice to complete the inspection.

3.02 CABLE

- A. The contractor shall be responsible for labor and material to provide power, data cable and conduit from the proposed relocation of the credit card reader to the fueling cabinets.
- B. All wiring shall be copper, rated to a minimum of 90 degrees C, 600 volts. Power cables shall be single phase, single conductor, stranded copper, Type THWN-2, with UL approval.
- C. All data cables shall be type recommended by equipment manufacturer for use with fuel equipment.

3.03 CONDUIT. All conduit used for electrical and/or communications shall be rigid galvanized steel, explosion-proof, and utilized in accordance with NEC. Conduit shall be sized for not only initial installation, but easy replacement of cable in the future, and shall be ¾ inch minimum diameter in all cases.

All underground conduits will be PVC (including conduit encased in concrete), with the exception of conduit bored under pavement, which shall be Schedule 80 HDPE. Exposed (above-ground) conduit shall be RGS, and the RGS shall extend to the bottom of each sweep prior to transitioning to PVC underground. All underground conduit under pavement shall either be protected by PCC above the conduit or be Schedule 80, and all underground conduits shall include a marking tape above the conduit to mark the conduit as well as a means of tracing the conduit when required (trace wire or metallic marking tape).

Measurement of any conduit shall end at the handholes and/or bases. Cables shall be measured to the center of each handhole, but slack necessary for splices shall not be measured.

3.04 EXPLOSION-PROOF ITEMS. Any electrical items mounted at the fueling location shall be explosion-proof, including, but not limited to, wiring to the existing power supply, wiring to the shutoff switch, junction boxes, all wiring for the pumps, and all connections.

3.05 POWER. The power for the fuel pump(s) shall each have their own separate circuit and breaker in the power supply panel (one for each pump). Cable size and type, as well as circuit breaker capacity, shall be sized in accordance with manufacturer's requirements. Power conduit(s) shall be sized for existing equipment and proposed equipment. The contractor shall install new breakers and wiring.

Power to the entire fuel system (Jet Fuel and AvGas) shall be capable of being shut off by two separate methods. Power shall be capable of being turned off at the electrical panel located as shown on the plans, and also at the existing emergency fuel shutoff (location shown on the project plans). The emergency shutoff shall shut off power at the entire fueling island (with the exception of the overhead light), and shall require qualified personnel representing the Owner for re-setting, as power shall not be capable of being re-set at the shutoff location (unless in a locked box accessible only by Owner's representative).

The electrical shutoff configuration shall provide a means for an exterior light of a red or similar color to notify users the system is inoperable. It shall also have a sign noting who to call when the system is inoperable.

3.06 GROUND WIRE / GROUND RODS. All equipment shall be properly grounded in accordance with NEC requirements. Ground wire shall be a No. 6 AWG (minimum size) bare copper wire and bonding jumpers shall be No. 6 AWG (minimum size) bare copper wire connected by approved clamps.

Ground rods as shown on the project plans shall be copper clad steel rods, 5/8" dia. (min.) x 8' (min.) long. Pressure-type clamps and bonding jumpers shall be included as required. Bonding jumpers shall be bare, solid conductor, copper wire, No. 6 AWG.

3.07 COMMUNICATION CABLE. All communications cables shall be in separate conduits from power cables. Except as required to enter equipment, minimum distance between communications conduit/cable and power conduit/cable shall be six inches, measured between the outside surfaces of adjacent conduits. This shall include sensor cables required to operate the tank monitoring system and data cables required to operate the automated credit card reader system.

3.08 LIGHT POLE AND LIGHT. The light pole and light shall be installed as shown on the project plans. The pole shall be a round, 4" (minimum) diameter pole, of anodized aluminum, and shall be dark bronze and 14 ft. in height (as measured from the top of the concrete foundation). The pole mounting shall be in accordance with manufacturer recommendations, and the pole shall include a vibration damping system. The concrete foundation shall extend a minimum of 30" above the surrounding surface, to protect from vehicles, mowing and/or edging. The fixtures (2 each) shall be weather-proof, anodized aluminum, dark bronze, with cutoffs for light containment and sealed tempered glass lens, and shall be LED, with light patterns and illumination of 22,000 Lumens (minimum) for each fixture. Light orientation shall be as determined by the Airport Manager and the Engineer. Each light shall include furnishing and installing everything necessary to have a complete operational light, including, but not limited to, excavation, reinforced foundation, pole, light arms, fixture, conduit, seal offs and all wiring.

PART 4 – INSTALLATION AND TESTING

4.01 This project bid item shall include complete installation of a functional fueling system, fittings, valves, vents, piping, electrical wiring and components, cabinets, etc. Installation shall include any excavation, trenching, concrete, data cable installation, conduits, special metal fabrication, concrete installation, etc. necessary to complete the work, at no additional cost to the owner.

4.02 Installation to include painting of all unpainted surfaces in conformance with Iowa State Fire Marshal requirements and industry standards.

4.03 Testing of dispenser units and air testing of all piping installed. Start up and training of airport personnel on proper operations and maintenance of all equipment installed. This work is incidental to any items requiring training.

PART 5 – FUEL EQUIPMENT PROTECTION (BOLLARDS)

5.01 Steel bollards will be installed as shown on the plans. Bollards shall be a minimum diameter of four (4) inches and extend below the existing grade (concrete pad) by a minimum of sixty (60) inches. Bollards shall be Schedule 40 steel pipe, filled with concrete.

5.02 Bollards shall be a minimum height above the concrete of forty-four (44) inches, as measured from the surface of the PCC or ground level to the top of the concrete dome. The top of the concrete filling the pipe shall be mounded to shed water, **ground smooth to approximate the shape of a half-sphere**, and painted to match the remainder of the bollard. The top of each line of bollards shall be in a straight line, both horizontally and vertically, with no deviation from the line in excess of 0.25 inches.

5.03 The concrete base of each bollard shall be a concrete foundation extending 6 inches (minimum) each direction from the bollard. If poured new, the concrete pad shall extend at least 6 inches (minimum) beyond the bollard base, with #4 deformed steel bars on all four sides of the bollard and base. If bollards are installed in existing concrete, the core hole drilled for the bollard installation shall extend at least 6 inches from the bollard face, but the #4 deformed bars will not be required. The bollard base shall be slightly raised (no lower than flush, sloped to drain away from the bollard) from the concrete pad surface. The bollard and base shall be wrapped with flexible expansion joint material to prevent bonding with the pad, and following completion of the pad, the exposed joint material shall be removed to a depth of 1" below the surface of the concrete. After the joint material is removed, the bollard shall be painted and the entire circumference of the joint between the bollard and pad sealed with silicone sealer. Sealant material shall be for all-weather use and able to bond with both concrete and painted steel, and shall also be jet fuel resistant.

5.04 For this project, the Contractor shall cover each bollard with prefabricated bollard sleeves, yellow in color, with reflective tape on the sleeve (reflective tape may be manufacturer's standard width, and need not be 6" in width).

5.05 Bollard locations shall be as shown on the plans, with the final location confirmed on-site with the Contractor, Sponsor and Engineer.

PART 6 – FUEL EQUIPMENT PROTECTION (ISLAND)

6.01 An elevated fueling island is not anticipated for this project.

PART 7 – ITEMS INCLUDED IN BID ITEMS

7.01 GENERAL

No attempt is made here to include all items which may be required for this bid. The requirement is that the Contractor provide a functional self-fueling fuel system (Jet Fuel and AVGas), tested and in working order. This includes furnishing, installing, and testing all equipment, supplies, and material necessary to complete the system and deliver it to the Owner in working order and with all required warranties.

7.02 BID ITEM REQUIREMENTS

The following major items are required under bid items as listed in the Proposal, under “Bid Items and Quantities.” Not all bid items are listed below, as some are covered in more detail in the Supplemental Specifications section.

7.03 REMOVALS: A short summary is included below:

1. “PCC Pavement Removal”: This bid item shall include, but is not limited to, the following:
 - Pavement shown to be removed – pavement removal edges near shall be sawed full-depth to preserve a “clean” pavement edge for installation of new PCC pavement
2. Any equipment removed shall be removed carefully to preserve in working condition and offered to Sponsor. The bidder shall assume all items removed shall be protected
 - Any equipment/material not wanted by Sponsor shall be removed off-site and properly disposed of by the Contractor.

7.04 EROSION CONTROL:

A. Intakes

At existing intakes near the project (shown on the plans), erosion control for each intake shall include installation of hay bales or straw “wattles” around the perimeter of the intakes and anchoring them to prevent displacement. Following major storm events, they shall be inspected and repaired if necessary. When a stand of grass allows removal of the bales/wattles, they shall be removed and properly disposed of off-site. This erosion control is not a bid item but is considered incidental to mobilization.

7.05 ADDITIONAL BID ITEM INFORMATION: See below

BID ITEMS # 6 and # 7: PCC PAVEMENT

- Remove topsoil and subgrade to a depth of 12” below the final concrete surface of the concrete pad. Removal shall be a minimum of 12” beyond the edges of the concrete pad in all directions except the existing pavement to remain.
- Scarify subgrade to a minimum depth of 12” and recompact to a density no less than 95% of the Standard Proctor density (ASTM D698) of the on-site soil.

- Place a 6" granular base on the prepared subgrade, to a width at least 12" beyond the edge of the concrete pad. The base material shall meet the requirements of Iowa DOT modified subbase. Compaction shall be to no less than 100% of the maximum material density as determined by ASTM D698.
- Construct concrete pad to the thickness shown on the project plans for the proposed fuel equipment, including all reinforcing steel. This shall include sealing of the expansion joint, the control joint, all joints around the bollards, and any additional joints, with jet-fuel resistant epoxy sealant. Should power conduits, conduits to the existing credit card reader system, or piping be underground and extend through the slab, also seal any joints.

BID ITEM # 8: BOLLARDS

- Furnish and install bollards as shown on plans, including all items as described in Part 5, "Fuel Equipment Protection" of this section. This shall include reinforcing bars, sealing of joints, painting, and installation of prefabricated bollard sleeves.

BID ITEM # 9: 12,000 GALLON FLAMESHIELD JET FUEL TANK, COMPLETE, IN PLACE

- Furnish and install a 12,000 gallon above-ground Jet Fuel storage tank, as specified, and detailed in Section 11140, "Fuel Storage and Dispensing System".
- Install all piping between tank and fueling cabinet and/or remote fill cabinet. All piping that will carry jet fuel shall be stainless steel. Further information and details are in Section 11140.
- The tank ladder (or catwalk) shall be considered incidental to the bid cost of the tank, in place.

BID ITEM # 10: 10,000 GALLON FLAMESHIELD AVGAS FUEL TANK, COMPLETE, IN PLACE

- Furnish and install a 10,000 gallon above-ground AvGas fuel storage tank, as specified and detailed in Section 11140, "Fuel Storage and Dispensing System".
- Install all piping between tank and fueling cabinet/dispensers and/or remote fill cabinet. All piping that will carry fuel shall be stainless steel. Further information and details are in Section 11140.
- The tank ladder (or catwalk) shall be considered incidental to the bid cost of the tank, in place.

BID ITEM # 11: JET FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING

- Furnish and install a jet fuel dispensing cabinet, as specified, and detailed in Section 11140.
- Install power from the fueling cabinet (or any required runs to the tank) to the new power panel, located as shown on the plans. This shall include new conduit and wiring. Tie the new jet fuel system to the new Emergency Disconnect system.
- Connect jet fuel cabinet to credit card reader system. Provide conduit, as necessary.
- All piping that will carry fuel shall be stainless steel. Further information and details are in Section 11140.

BID ITEM # 12: AVGAS FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING

- Furnish and install an AvGas fuel dispensing cabinet, as specified, and detailed in Section 11140. This item shall include all filtering noted in the specifications.
- Install power from the fueling cabinet (or any required runs to the tank) to the new power panel, located as shown on the plans. This shall include new conduit and wiring. Tie the new fuel systems to the new Emergency Disconnect system.
- Connect fuel cabinet to credit card reader system. Provide conduit, as necessary.
- All piping that will carry fuel shall be stainless steel. Further information and details are in Section 11140.

BID ITEM # 13: JET FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN PLACE, INCLUDING PIPING

- Furnish and install a jet fuel Horizontal filter vessel, also as specified, and detailed in Section 11140.
- Install all piping and electrical required for operation of horizontal filter vessel not included in Bid Item # 19. All piping that will carry fuel shall be stainless steel. Further information and details are in Section 11140.

BID ITEM # 14: REMOTE FILL CABINET (2 EACH)

- Furnish and install 2 remote fill cabinets (one for Jet Fuel and one for AvGas), as specified in Section 11140. Shall include all piping not included in other bid items. All piping that will carry fuel shall be stainless steel.

BID ITEMS # 15: FUEL RECOVERY SYSTEM – JET FUEL

- Furnish and install a remote recovery system, as specified in Section 11140. Shall include all piping and handpump and not included in other bid items. All piping that will carry fuel shall be stainless steel.

BID ITEMS # 16: FUEL RECOVERY SYSTEM – AVGAS

- Furnish and install a remote recovery system, as specified in Section 11140. Shall include all piping and handpump and not included in other bid items. All piping that will carry fuel shall be stainless steel.

BID ITEM # 17: FUELING ELECTRICAL, INCLUDING EMERGENCY STOP

- Furnish and install new conduits and cables from the fueling system location to the existing service panel located as shown on the plans. Install underground conduit and cables sized as required. Underground conduit shall include marking tape, trace wire, and shall be either Schedule 80 or protected by concrete trench backfill.
- Furnish and install disconnect switch and red warning light as shown on the project plans. Include emergency disconnect system for fuel system, duplex outlet, and signage as shown. All panels and equipment shall be rated for outdoor use in wet conditions.

- Furnish and install all conduit and cable necessary for connection of system components, including power to all electrically powered system equipment. Some of these power runs may be included in the bid cost for each system and not required in this bid item, so will require coordination to ensure all work is included. This shall also include all communication runs from the credit card reader to the FBO/Maintenance Hangar, communication runs from the tank monitors to the monitoring system in the FBO/Maintenance Hangar, and conduits for the light pole. Conduit in open areas and cable to operate bid alternate items will be included in the cost bid for each bid alternate. New cabling from the tank monitor shall be required the entire length into the FBO/Maintenance Hangar to completely replace old cable, with no splices.

BID ITEM # 18: CREDIT CARD READER SYSTEM WITH 3-LINE DISPLAY

- This item shall be bid as a Lump Sum and will include furnishing and installing a new credit card reader system specifically designed for aviation fueling. It shall be capable of wireless transfer of information from the reader at the fueling system to the terminal, without “hard wiring” the system. The system shall be compatible with the Airport’s existing bank system to allow for credit card processing.
- System shall be either of the following systems:
 - QT Pod
 - Fuel Master
- Furnish and install a new 3-line display for the credit card reader system. The 3-line display shall be designed and manufactured for continuous exterior use and shall be easily visible at a minimum of 75 feet day and night. It shall be the most current 3-line display for aviation, and shall be compatible with the new credit card reader system installed.
- This bid item shall include installation on the new PCC equipment slab, installation of communication cables to both fuel cabinets and to the (all in conduit), and testing of the system to ensure proper operation with the new fueling system.
- The cost of installation of all conduits and cables may be included in this bid item or in the “Electrical Upgrades” bid item, but shall be in the Base Bid.

BID ITEM # 19: LIGHT POLE AND LIGHT WITH 2 HEADS, INCLUDING FOUNDATION

- Furnish and install a dual-head light pole and light as further detailed in Section 3.08, “Light Pole and Light”. Includes new foundation, light pole, light arms, 2 fixtures, and all items necessary to provide a finished operational light.

BID ITEM # 20: SYSTEM TESTING AND STARTUP

- Perform all required testing (leaks, proper operation, etc.). Perform startup, and train airport personnel on operation of new equipment. Test both “over-the-wing” and “single-point” refueling hoses. More detailed information on this requirement is included in Section 11140.

Required Miscellaneous Items (Incidental to Bid Items Above)

- Furnish and mount on one of the bollards, a fire extinguisher and cabinet as specified in Section 11140.
- Furnish and install all signs and markings required by both local and state Fire Marshalls.

- Install all underground conduits not included in other bid items required for the system. This shall include, but is not limited to, conduits from the card reader back to the terminal entrance of the existing card reader cables, conduits from the tanks to the fuel monitor system (again, anticipating using the terminal entrances already in place), and all conduits under pavement for bid alternates. Conduit not under pavement for those bid alternates shall be included in the cost of each bid alternate requiring said conduit.
- Complete all miscellaneous items necessary for a fully functional Jet A, AvGas, and MoGas fueling system, operational with the existing credit card reader system (to be relocated).

BID ALTERNATES

BID ALTERNATE 'A': DRAINAGE CONTAINMENT

For containment of potential fuel spills during fuel transfers, the containment area includes a means of containing any such spill and then remaining open when transfer operations are not being completed. The following items are part of the system and shall meet the following requirements:

- **BID ITEM A-1:** The PCC curbing will be measured by linear foot installed and will include sawing the existing PCC concrete pad for installation of a water-stop, drilling deformed bars into the pavement at intervals as shown on the plans, installation of a longitudinal deformed bar as shown on the plans, and pouring the PCC curb. The top of the curbing shall be level (elevation shown on the plans) and will vary in height. This bid item shall also include sealing the joint at the base of the curb, cutting expansion joints on the curbing at no greater than 4' intervals and sealing them.
- **BID ITEM A-2:** This work shall be bid as a Lump Sum. The equipment pad shall include a drainage system as shown on the project plans. All drainage piping upstream of the valve shall be DIP (Ductile Iron Pipe), and the valve shall be a resilient wedge gate valve, with non-rising stem (NRS). The indicator post shall allow the position of the valve to be ascertained from a distance of 20 ft., and shall be a Mueller A-20806 indicator post, or approved equal, with an enclosed window showing the valve position. The valve, indicator post, and all piping shall be furnished to work with each other as a complete drainage system. Beyond the valve, the drainage piping may be PVC, and will be bid separately in Item A-3. The grate for the drainage system shall be installed in the corner of the existing slab, and have a removable trash bucket with grate, of approximately 8" diameter. To prevent debris from entering the pipe and damaging the valve, the pipe entrance shall include a secondary grate. This bid item shall include installation of the grate and DIP drain pipe in the existing slab, installation of the valve, and pouring a 4' x 4' x 6" PCC pad around the valve, all as shown on the project plans.
- **BID ITEM A-3:** This bid item will be bid by the linear foot installed and will be measured from the outlet of the valve to the outlet in the drainage swale. It shall be routed to empty into the RCP storm sewer line to the southwest of the site, as shown on the plans.

BID ALTERNATE 'B': TANK MONITORING SYSTEM

This bid alternate is to furnish and install a tank monitoring system for both new fuel tanks. It shall be a Veeder-Root TLS 450, with the TLS RF Wireless 2 system. This system will be bid as a Lump Sum and include new tank probes (2, one for each tank), all cable and conduit required to install the system, 2 wireless transmitters (one for each tank), 1 wireless receiver mounted at the terminal, and the TLS 450 management system in the terminal building. This shall include all costs to install the receiver at the terminal and connect it to the system, as well as installation of the transmitters at the tanks.

BID ALTERNATE 'C': CANOPY OVER FUEL DISPENSERS AND CARD READER

This bid alternate will be bid as a Lump Sum item. It will consist of a canopy over the fueling dispensers/cabinets and card reader to protect anyone operating them from rainfall. Nominal size shall be approximately 8' wide x 20' long x 10' high. The proposed canopy shall be permanently mounted to the PCC equipment pad by methods to be approved by the Engineer/Owner. All structural elements shall be either powder-coated steel or aluminum, and all sheeting shall be the same. Canopy edges shall be trimmed to present a neat appearance, with no exposed edges.

The canopy roof shall be sloped one-way to the back of the roof (side away from the aircraft apron) at a minimum slope of 5%. On the back (low) side, a full-length aluminum gutter shall be included that drains to the south, with an aluminum downspout at the southwest corner leg that directs drainage away from the fuel system at least 5 ft. or to the edge of pavement, whichever is farther.

PART 8 – METHOD OF MEASUREMENT

8.01 All work described in this project shall be measured as shown on the Proposal Form.

PART 9 – BASIS OF PAYMENT

9.01 Payment for all listed bid items will be made at the contract unit price based on the inclusion of all items as described above. The price shall be full compensation for furnishing all equipment/materials, and for all preparation, erection, and installation of these equipment/materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

END OF ITEM 11150

MUSCATINE MUNICIPAL AIRPORT

CONSTRUCTION PLANS FOR

FUEL SYSTEM IMPROVEMENTS

BMI PROJECT # 0T5.128915
IOWA DOT PROJECT # 9I230MUT100
IOWA DOT PROJECT # 9I240MUT100

JULY, 2023

AIRPORT REFERENCE CODE B-II
RUNWAY 12/30 DESIGN CODE (RDC), NON-PRECISION
RUNWAY 6/24 DESIGN CODE (RDC) PRECISION
TAXIWAY DESIGN GROUP - 2A

GOVERNING SPECIFICATIONS

THE 2023 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AND CITY OF DES MOINES SPECIFICATIONS.

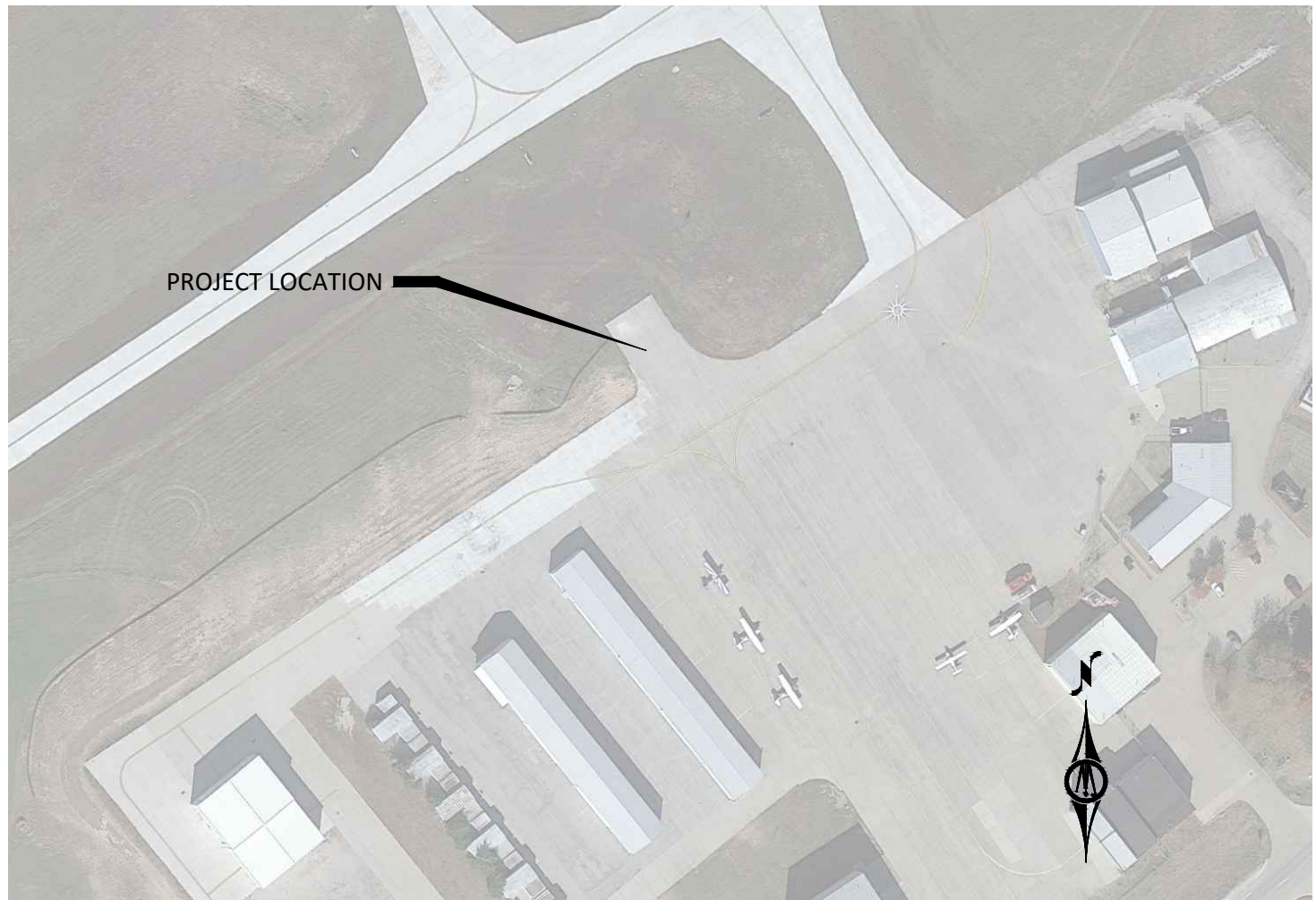
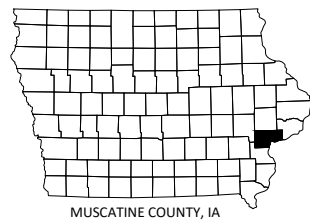
MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



MAP OF THE
MUSCATINE MUNICIPAL AIRPORT
MUSCATINE, IA

SHEET NUMBER	SHEET TITLE
A.01	TITLE SHEET
A.02	LEGEND, SYMBOLS, & GENERAL INFORMATION
B.01 - B.02	TYPICAL SECTIONS & DETAILS
C.01 - C.02	QUANTITIES & ESTIMATE REFERENCE NOTES
D.00	EXISTING CONDITIONS & DEMOLITION PLANS
D.01	PROPOSED SITE PLAN
D.02	JOINTING PLAN
E.01 - E.04	ELECTRICAL PLANS & DETAILS
G.01	CONTROL POINT DATA
J.01	CONSTRUCTION SAFETY & PHASING PLAN

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
	JOSEPH P. ROENFELDT, P.E.	
	LICENSE NUMBER: 12845	DATE:
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025	
	PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS	

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	ELECTRIC CAR CHARGE STATION		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-RECLAIMED WATER		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	DRIVE-THRU MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	RECLAIMED WATER

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROJECT LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-22.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		



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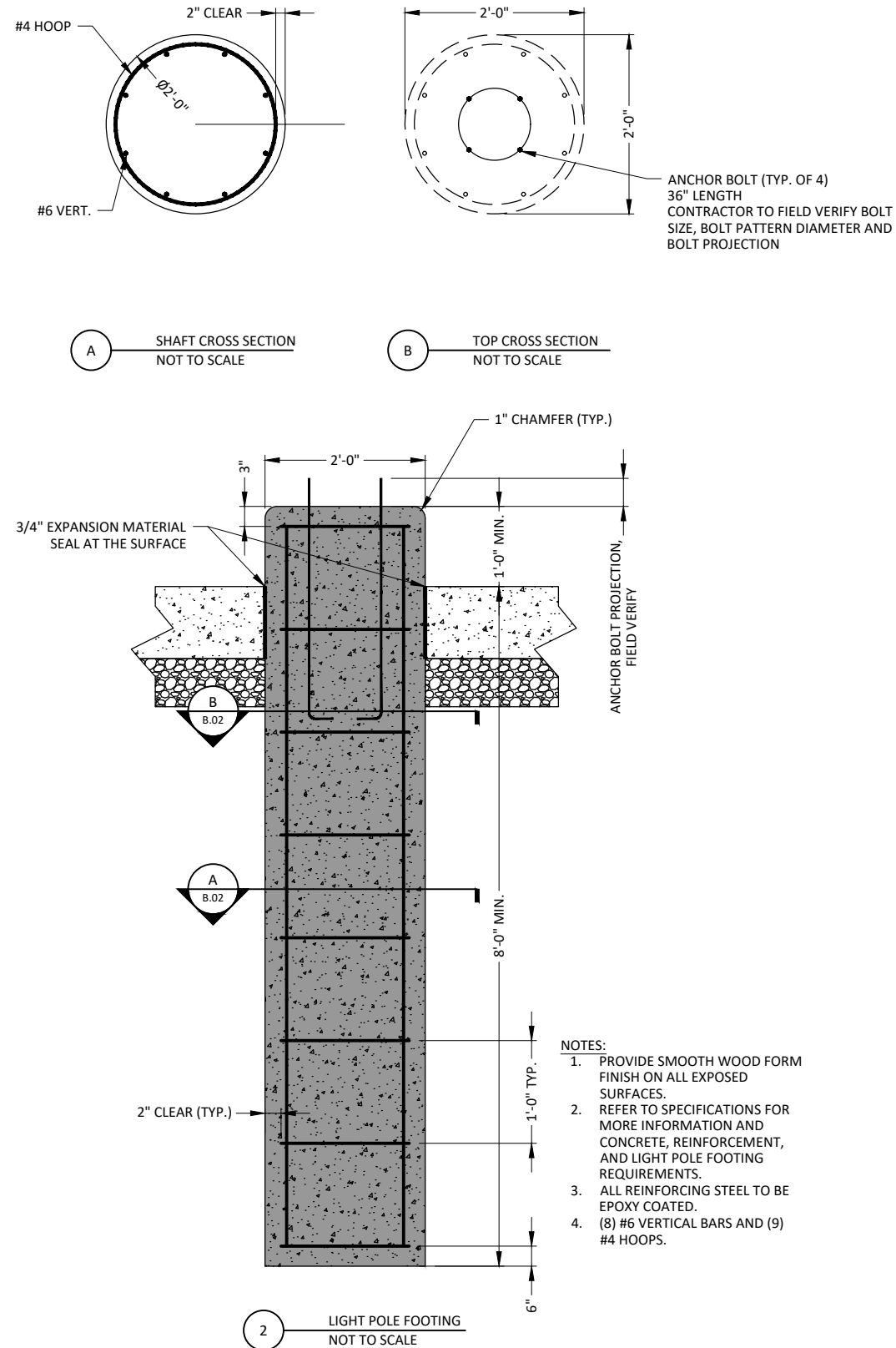
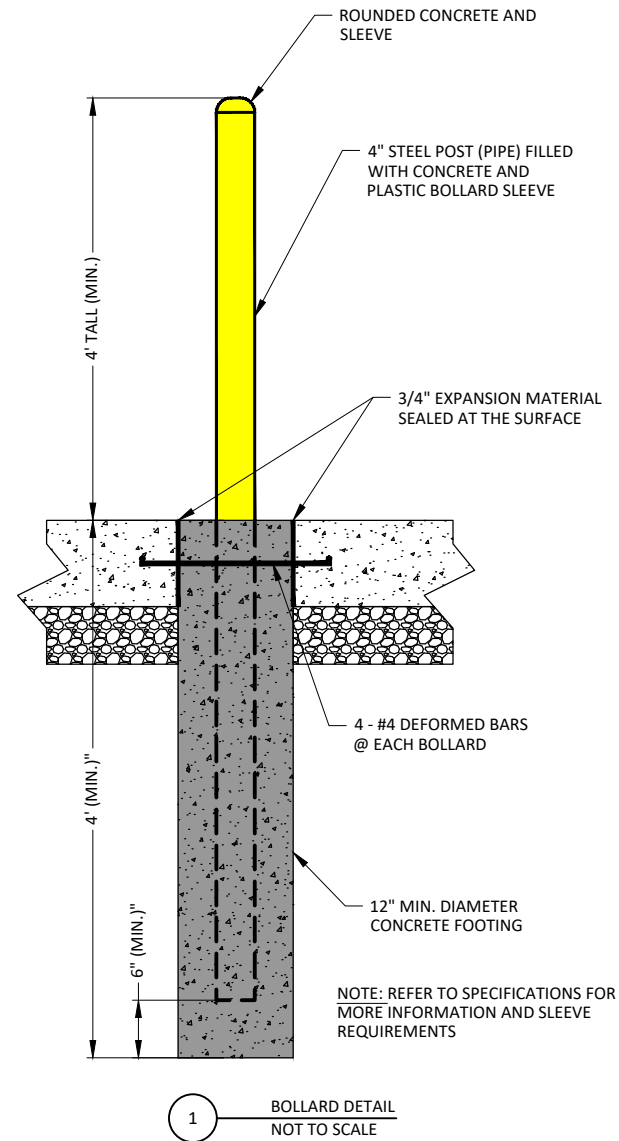
FUEL SYSTEM IMPROVEMENTS

LEGEND, SYMBOLS, & GENERAL INFORMATION

SHEET

A.02

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- NOTES:
1. PROVIDE SMOOTH WOOD FORM FINISH ON ALL EXPOSED SURFACES.
 2. REFER TO SPECIFICATIONS FOR MORE INFORMATION AND CONCRETE, REINFORCEMENT, AND LIGHT POLE FOOTING REQUIREMENTS.
 3. ALL REINFORCING STEEL TO BE EPOXY COATED.
 4. (8) #6 VERTICAL BARS AND (9) #4 HOOPS.



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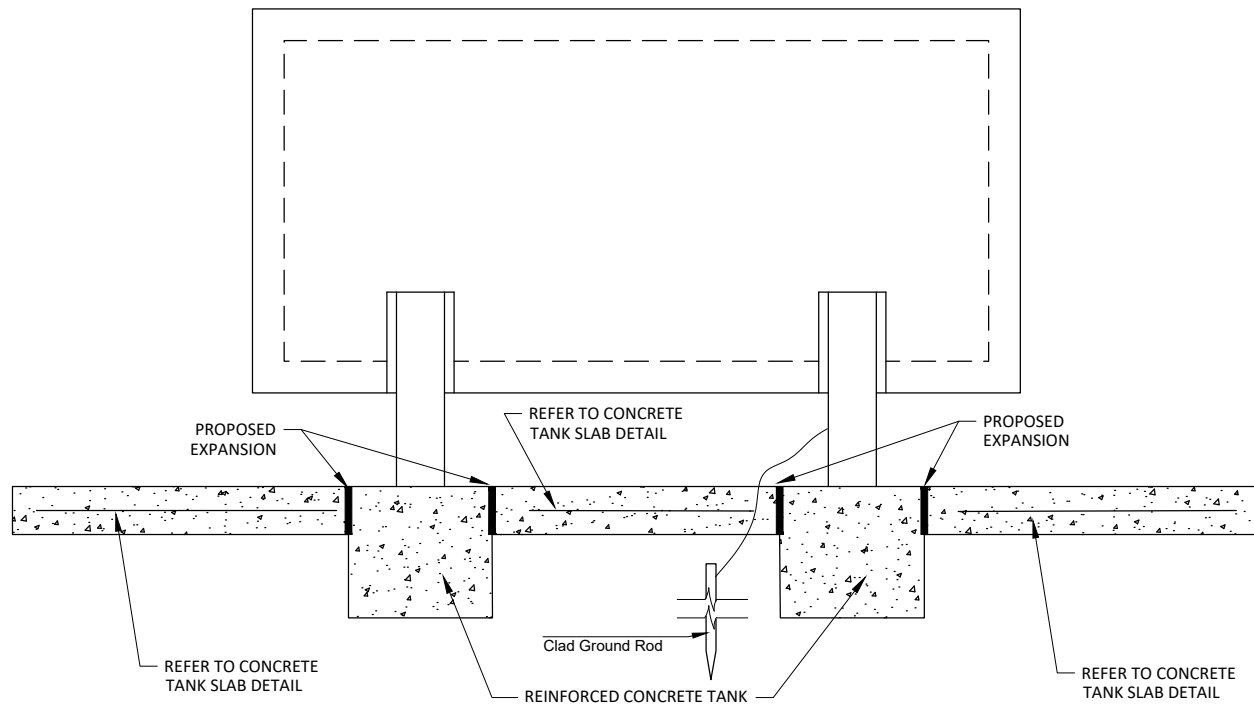


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FUEL SYSTEM IMPROVEMENTS
TYPICAL SECTIONS & DETAILS

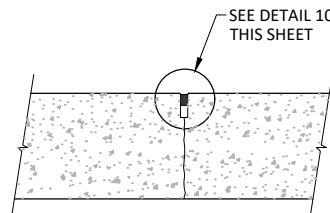
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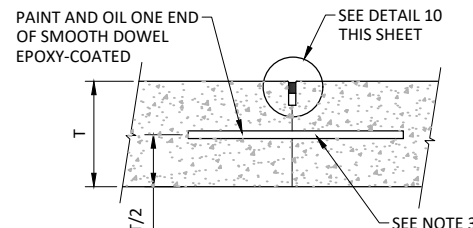


TANK SADDLE NOTES:
1. IF MANUFACTURER PROVIDES 12" SLAB, A SEPARATE SADDLE FOUNDATION MAY NOT BE USED.

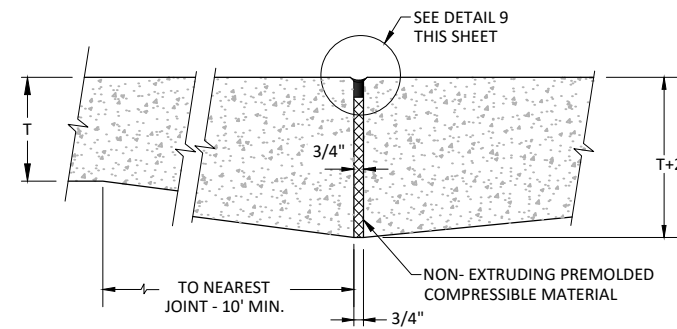
1 TANK SADDLE CROSS SECTION
NOT TO SCALE



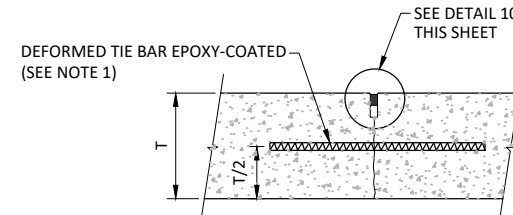
4 TYPE D
DUMMY



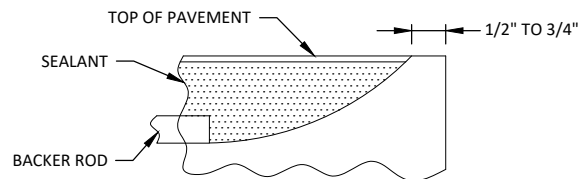
5 TYPE E
DOWELED CONSTRUCTION JOINT



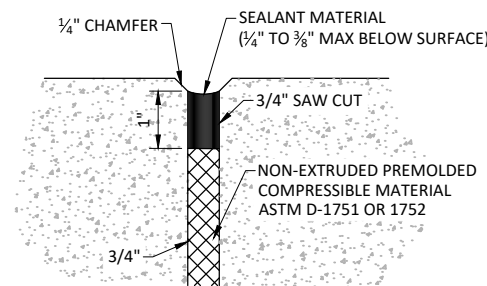
6 TYPE A
THICKENED EDGE



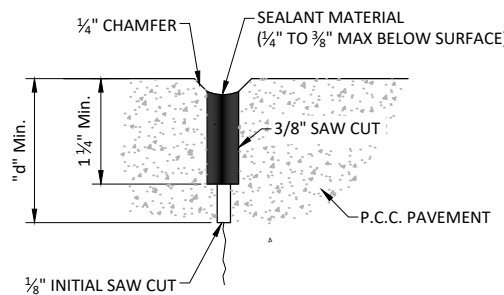
7 TYPE B
HINGED CONTRACTION



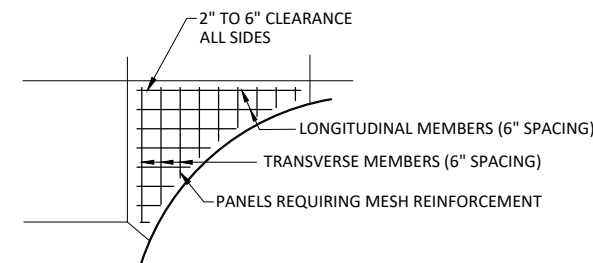
8 DETAIL AT EDGE OF PAVEMENT
NOT TO SCALE



9 ISOLATION JOINT DETAIL
NOT TO SCALE

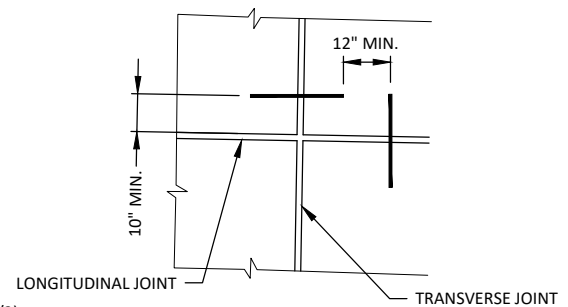


10 CONTRACTION JOINT
NOT TO SCALE

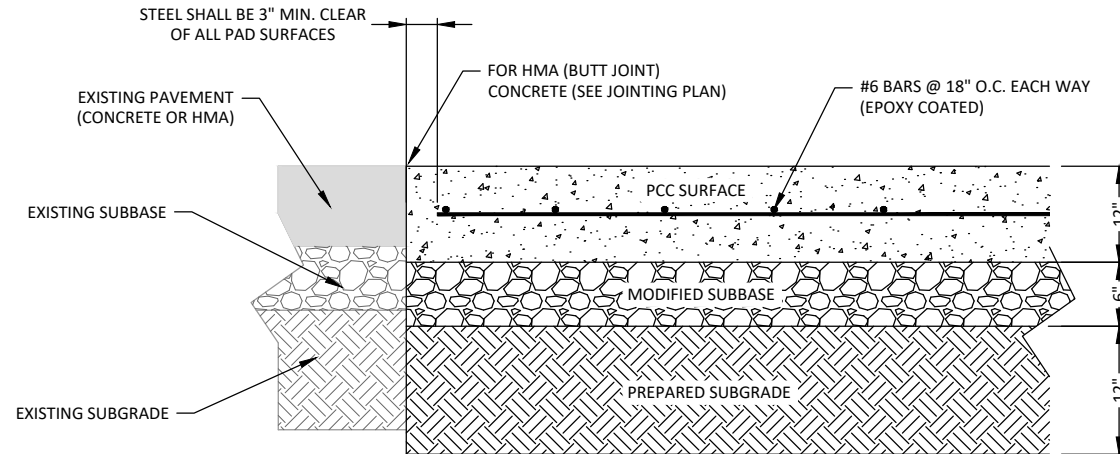


- NOTES:**
- END LAPS SHALL BE AT LEAST 12"
 - SIDE LAPS SHALL BE AT LEAST 6"
 - PLACE MESH IN VERTICAL CENTER OF PAVEMENT (T/2)
 - ALL REINFORCEMENT TO BE EPOXY-COATED

11 MESH REINFORCEMENT DETAIL
NOT TO SCALE



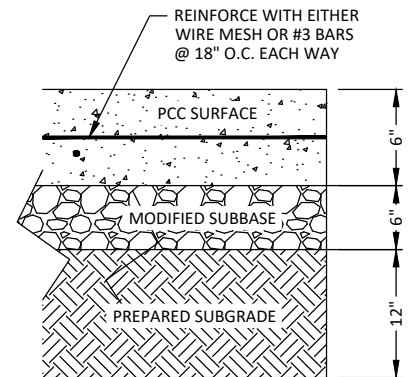
13 POSITION OF DOWELS
AD EDGE OF JOINT



2 CONCRETE TANK SLAB DETAIL
NOT TO SCALE

CONCRETE NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSION BEFORE BEGINNING WORK.
2. EQUIPMENT TO BE ANCHORED TO CONCRETE SLAB WITH POST-INSTALLED ANCHORS.
3. SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION.
4. REINFORCEMENT SHALL BE #4 BARS AT 18" O.C. EACH WAY. GRADE 60 MATERIAL LAPPED 30 BAR DIAMETERS AT ALL SPLICES.
5. CONTRACTOR SHALL GROUT BETWEEN ENCLOSURE FRAME MEMBERS/TANK SADDLES & SLAB WITH NON-SHRINK GROUT.
6. ALL REINFORCING SHALL BE EPOXY COATED.
7. SAWCUT JOINTS WITHIN 12 HOURS OF POURING CONCRETE SLAB. SEE JOINTING PLAN FOR JOINT DIMENSIONS.
8. JOINT SEALANT MATERIAL SHALL BE JET FUEL RESISTANT.



3 SIDEWALK CONCRETE PAVEMENT DETAIL
NOT TO SCALE

JOINTING NOTES:

1. WIRE MESH SHALL BE FURNISHED IN FLAT SHEETS AND EPOXY COATED. IN LIEU OF WIRE MESH AS SPECIFIED, CONTRACTOR MAY USE EPOXY COATED DEFORMED BARS MEETING 0.050% OF THE PANEL CROSS-SECTIONAL AREA IN REINFORCEMENT IN BOTH DIRECTIONS. STEEL MESH SHALL BE W6xW6 AS DETAILED ON THIS SHEET AND PLACED ON WIRE MESH SUPPORTS.
2. CONTRACTOR SHALL DRILL AND EPOXY ALL DOWEL BARS INTO EXISTING PAVEMENT OR INSTALL IN BASKETS. REFER TO DOWEL BAR DIMENSIONS AND SPACING TABLE THIS SHEET FOR DOWEL BAR SIZE AND SPACING.
3. "d" = MINIMUM T/4 (±1/4") FOR ALL JOINTS.
4. W/D FACTOR SHALL BE 1:1 UNLESS OTHERWISE SPECIFIED BY JOINT MATERIAL MANUFACTURER.
5. INNER LONGITUDINAL JOINTS BETWEEN PAVING PASSES (CONSTRUCTION JOINT) SHALL BE TYPE 'E'. IF WITHIN SLAB (NOT AT EDGE OF PAVING PASS), INNER LONGITUDINAL JOINTS MAY BE TYPE 'B'.
6. IF PCC IS NOT PAVED CONTINUOUSLY, DOWELED CONSTRUCTION JOINT WILL BE REQUIRED.
7. ANY CONSTRUCTION JOINT (TRANSVERSE OR LONGITUDINAL) AT THE EDGE OR END OF A PAVING PASS SHALL BE TYPE 'E' UNLESS SHOWN OTHERWISE.
8. TIE BARS SHALL BE NO. 4, 20" LONG, SPACED AT 36".
9. DOWEL BARS SHALL BE 3/4" DIAMETER, 18" LONG AND SPACED AT 12".



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MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS
TYPICAL SECTIONS & DETAILS

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ESTIMATED PROJECT QUANTITIES - BASE BID					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
1	C-105	MOBILIZATION	LS	1	
2	C-105	TRAFFIC CONTROL	LS	1	
3	C-105	CONSTRUCTION SURVEY	LS	1	
4	P-101	PAVEMENT REMOVAL, PCC PAVEMENT	SY	145	
5	IA DOT 2107 & 2109	EXCAVATION, GRADING AND SUBGRADE PREPARATION	LS	160	
6	P-501	PAVEMENT, PCC, 12", W/ GRANULAR BASE	SY	250	
7	P-501	PAVEMENT, PCC, 6", SIDEWALK, W/ GRANULAR BASE	SY	45	
8	IA DOT 2301, 11140 & 11150	BOLLARDS	EA	40	
9	11140 & 11150	12,000 GALLON FLAMESHIELD JET A FUEL TANK, COMPLETE, IN PLACE	EA	1	
10	11140 & 11150	10,000 GALLON FLAMESHIELD AVGAS FUEL TANK, COMPLETE, IN PLACE	EA	1	
11	11140 & 11150	JET FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	
12	11140 & 11150	AVGAS FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	
13	11140 & 11150	JET A FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	
14	11140 & 11150	REMOTE FILL CABINET	EA	2	
15	11140 & 11150	FUEL RECOVERY SYSTEM - JET FUEL	LS	1	
16	11140 & 11150	FUEL RECOVERY SYSTEM - AVGAS	LS	1	
17	11140 & 11150	FUELING ELECTRICAL, INCLUDING EMERGENCY STOP	LS	1	
18	-----	CREDIT CARD READER SYSTEM WITH 3-LINE DISPLAY	EA	1	
19	-----	LIGHT POLE AND LIGHT WITH 2 HEADS, INCLUDING FOUNDATION	EA	1	
20	-----	SYSTEM TESTING AND STARTUP	EA	1	
ESTIMATED PROJECT QUANTITIES (ALTERNATE A)					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
A1	-----	PCC CURB, COMPLETE, IN PLACE, AS SHOWN ON PLANS	EA	80	
A2	-----	CONTAINMENT DRAIN VALVE AND PCC SIDEWALK PAD	EA	1	
A3	-----	CONTAINMENT DRAIN PIPING	EA	130	
ESTIMATED PROJECT QUANTITIES (ALTERNATE B)					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
B1	-----	TANK MONITORING SYSTEM, COMPLETE, IN PLACE, INCLUDING TANK PROBES	EA	1	
ESTIMATED PROJECT QUANTITIES (ALTERNATE C)					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
C1	-----	CANOPY OVER FUEL DISPENSERS AND CARD READER	EA	1	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	C-105	<u>MOBILIZATION</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION C-105 AND THE PLANS. A SAFETY COMPLIANCE DOCUMENT (SPCD) SHALL BE WRITTEN IN ACCORDANCE WITH AC 150/5370-2G SECTION 4.2.2. BASIS OF PAYMENT SHALL BE LUMP SUM AND SHALL INCLUDE ALL PREPARATORY WORK COSTS INCURRED INCLUDING BUT NOT LIMITED TO COSTS OF BONDS, INSURANCE, AND OTHER MISCELLANEOUS ITEMS THAT DO NOT HAVE THEIR OWN SEPARATE BID ITEMS BUT ARE REQUIRED TO COMPLETE THE PROJECT, SHALL BE INCLUDED IN THIS BID ITEM. EROSION CONTROL INTAKE PROTECTION BE CONSIDERED INCIDENTAL TO THIS BID ITEM. RELOCATION OF EXISTING WATER SPIGOT AND WATER LINE SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. METHOD OF PAYMENT SHALL BE A LUMP SUM.
2	C-105	<u>TRAFFIC CONTROL</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION C-105 AND THE PLANS. BASIS OF PAYMENT SHALL BE LUMP SUM AND SHALL INCLUDE ALL TRAFFIC CONTROL NECESSARY PER THE PLANS AND CSPP. METHOD OF PAYMENT SHALL BE A LUMP SUM.
3	C-105	<u>CONSTRUCTION SURVEY</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION C-105 AND THE PLANS. THIS ITEM SHALL INCLUDE ALL SURVEY NECESSARY FOR THE LAYOUT AND STAKING OF CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE FIELD NOTES AND VERIFICATION CHECKS AS PROVIDED IN THE FAA GENERAL PROVISION SECTIONS AND SHALL PROVIDE ADDITIONAL SURVEYING REQUIREMENTS THAT ARE ALSO LISTED IN THE REFERENCE SPECIFICATIONS FOR THE PROJECT. BASIS OF PAYMENT SHALL BE LUMP SUM.
4	P-101	<u>PAVEMENT REMOVAL, PCC PAVEMENT</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION P-101 AND THE PLANS. PAVEMENT THAT IS REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LEGALLY DISPOSED OF OFF AIRPORT PROPERTY. FULL DEPTH SAWCUTS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. BASIS OF PAYMENT WILL BE PER SQUARE YARD OF REMOVED PAVEMENT.
5	IA DOT 2107 & 2109	<u>EXCAVATION, GRADING AND SUBGRADE PREPARATION</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION IA DOT 2107, IA DOT 2109 AND THE PLANS. BASIS OF PAYMENT SHALL BE LUMP SUM. FILL SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. ALL AREAS TO BE COMPACTED IN ACCORDANCE WITH THE TYPE A COMPACTION AS STATED IN REFERENCE SPECIFICATION SECTION. HANDLING OF TOPSOIL, STRIPPING OF TOPSOIL, AND RESPREADING OF TOPSOIL, FILL MATERIAL SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM.
6	P-501	<u>PAVEMENT, PCC, 12", W/ GRANULAR BASE</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION P-501 AND THE PLANS. PCC COARSE AGGREGATE SHALL BE 3I MINIMUM. EPOXY COATED DEFORMED BARS, EPOXY COATED DOWEL BARS, EPOXY COATED WIRE MESH, EPOXYING OF DOWEL BARS, REINFORCING CHAIRS OR BOLSTERS, SAW CUTTING, CHAMFERING AND JOINT SEALING SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. PCC SHALL ACHIEVE A MINIMUM COMPRESSIVE STRENGTH OF 4,400 PSI IN 28 DAYS. ASR TESTING PER REFERENCE SPECIFICATION P-501-2.1 SHALL NOT BE REQUIRED. JOINT SEALANT SHALL BE HOT APPLIED CONFORMING TO THE REQUIREMENTS OF REFERENCE SPECIFICATION P-605. BASIS OF PAYMENT SHALL BE PER SQUARE YARD OF PCC INSTALLED.
7	P-501	<u>PAVEMENT, PCC, 6", SIDEWALK, W/ GRANULAR BASE</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION P-501 AND THE PLANS. COURSE AGGREGATE SHALL BE 3I MINIMUM. EPOXY COATED DEFORMED BARS, EPOXY COATED DOWEL BARS, EPOXY COATED WIRE MESH, EPOXYING OF DOWEL BARS, REINFORCING CHAIRS OR BOLSTERS, SAW CUTTING, CHAMFERING AND JOINT SEALING SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. BASIS OF PAYMENT SHALL BE PER SQUARE YARD OF PAVING INSTALLED.
8	IA DOT 2301, 11140 & 11150	<u>BOLLARDS</u> THIS ITEM SHALL PROVIDE COMPENSATION FOR THE COMPLETE INSTALLATION OF BOLLARDS IN NEW PAVEMENT AS SHOWN ON THE PLANS. CONTRACTOR SHALL PROVIDE AND INSTALL A 4" BOLLARD POST WITH CONCRETE FOOTING. CONCRETE ENCASEMENT, EXPANSION MATERIAL AND YELLOW POLYETHYLENE BOLLARD SLEEVE, EPOXY COATED DEFORMED BARS AND DOWEL BARS, EPOXYING OF DOWEL BARS, REINFORCING CHAIRS, SAW CUTTING, CONCRETE CURING AND JOINT SEALING SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. JOINT SEALANT SHALL MEET THE REQUIREMENTS OF ASTM D-3569 AND BE JET-A-FUEL RESISTANT. BASIS OF PAYMENT SHALL BE PER EACH BOLLARD INSTALLED IN NEW PAVEMENT.



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MUSCATINE MUNICIPAL AIRPORT

FUEL SYSTEM IMPROVEMENTS

QUANTITIES & ESTIMATE REFERENCE INFORMATION

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9	11140 & 11150	<u>12,000 GALLON FLAMESHIELD JET A FUEL TANK, COMPLETE, IN PLACE</u> CONTRACTOR SHALL PROVIDE A JET A FUEL TANK AS SHOWN IN THE PLANS AND DESCRIBED IN SECTION 11140 & 11150 OF THE REFERENCE SPECIFICATIONS. THIS ITEM SHALL INCLUDE ALL TANK SUPPORTS, PIPING, FITTINGS AND VALVES NECESSARY FOR CONNECTION TO THE PROPOSED DISPENSER CABINET ALONG WITH ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE AND OPERABLE INSTALLATION, WARNING SIGNAGE, LADDER OR CATWALK ON TANK, DELIVERY SIGNAGE AND PAINTING OF THE DISTRIBUTION PIPING SHALL BE CONSIDERED INCIDENTAL. THE BASIS OF PAYMENT SHALL BE PER EACH FUEL JET A FUEL TANK INSTALLED.
10	11140 & 11150	<u>10,000 GALLON FLAMESHIELD AVGAS FUEL TANK, COMPLETE, IN PLACE</u> CONTRACTOR SHALL PROVIDE A AV GAS FUEL TANK AS SHOWN IN THE PLANS AND DESCRIBED IN SECTION 11140 & 11150 OF THE REFERENCE SPECIFICATIONS. THIS ITEM SHALL INCLUDE ALL TANK SUPPORTS, PIPING, FITTINGS AND VALVES NECESSARY FOR CONNECTION TO THE PROPOSED DISPENSER CABINET ALONG WITH ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE AND OPERABLE INSTALLATION, WARNING SIGNAGE, LADDER OR CATWALK ON TANK, DELIVERY SIGNAGE AND PAINTING OF THE DISTRIBUTION PIPING SHALL BE CONSIDERED INCIDENTAL. THE BASIS OF PAYMENT SHALL BE PER EACH FUEL AV GAS FUEL TANK INSTALLED.
11	11140 & 11150	<u>JET FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION 11140 & 11150 AND THE PLANS. THIS ITEM IS INTENDED TO PROVIDE A COMPLETE JET A FUELING CABINET AND RELATED COMPONENTS AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE OPERATING NEW JET A FUEL CABINET AS SHOWN. ALL LABOR, MATERIALS AND EQUIPMENT NOT SHOWN TO COMPLETE THE WIRING AS SHOWN ON THE PLAN SHEETS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. GROUNDING OF THE SYSTEM AND GROUNDLING SLEEVE AS INDICATED ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. BASIS OF PAYMENT SHALL BE PER EACH JET A FUEL CABINET INSTALLED.
12	11140 & 11150	<u>AVGAS FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION 11140 & 11150 AND THE PLANS. THIS ITEM IS INTENDED TO PROVIDE A COMPLETE JET A FUELING CABINET AND RELATED COMPONENTS AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE OPERATING NEW JET A FUEL CABINET AS SHOWN. ALL LABOR, MATERIALS AND EQUIPMENT NOT SHOWN TO COMPLETE THE WIRING AS SHOWN ON THE PLAN SHEETS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. GROUNDING OF THE SYSTEM AND GROUNDLING SLEEVE AS INDICATED ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. BASIS OF PAYMENT SHALL BE PER EACH JET A FUEL CABINET INSTALLED.
13	11140 & 11150	<u>JET A FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN PLACE, INCLUDING PIPING</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION 11140 & 11150 AND THE PLANS. THIS ITEM IS INTENDED TO PROVIDE A COMPLETE JET A FUELING HORIZONTAL FILTER VESSEL AND RELATED COMPONENTS AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE OPERATING NEW JET A FUEL HORIZONTAL FILTER VESSEL AS SHOWN. BASIS OF PAYMENT SHALL BE PER EACH JET A FUEL HORIZONTAL FILTER VESSEL INSTALLED.
14	11140 & 11150	<u>REMOTE FILL CABINET</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION 11140 & 11150 AND THE PLANS. THIS ITEM IS INTENDED TO PROVIDE A COMPLETE REMOTE FUELING CABINETS AND RELATED COMPONENTS AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE OPERATING REMOTE FUELING CABINET FOR ALL PRODUCTS AS SHOWN. THE AVGAS AND MOGAS SHALL BE A SINGLE CABINET WITH TWO PRODUCTS. BASIS OF PAYMENT SHALL BE PER EACH REMOTE FUEL CABINET INSTALLED.
15	11140 & 11150	<u>FUEL RECOVERY SYSTEM - JET FUEL</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION 11140 & 11150 AND THE PLANS. THIS ITEM IS INTENDED TO PROVIDE A COMPLETE REMOTE FUEL RECOVERY SYSTEM AND RELATED COMPONENTS AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE REMOTE FUEL RECOVERY SYSTEM FOR ALL PRODUCTS AS SHOWN. BASIS OF PAYMENT SHALL BE PER EACH FUEL RECOVERY SYSTEM INSTALLED.
16	11140 & 11150	<u>FUEL RECOVERY SYSTEM - AVGAS</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH REFERENCE SPECIFICATION SECTION 11140 & 11150 AND THE PLANS. THIS ITEM IS INTENDED TO PROVIDE A COMPLETE REMOTE FUEL RECOVERY SYSTEM AND RELATED COMPONENTS AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE REMOTE FUEL RECOVERY SYSTEM FOR ALL PRODUCTS AS SHOWN. BASIS OF PAYMENT SHALL BE PER EACH FUEL RECOVERY SYSTEM INSTALLED.

17	11140 & 11150	<u>FUELING ELECTRICAL, INCLUDING EMERGENCY STOP</u> WORK UNDER THIS ITEM SHALL BE IN ACCORDANCE WITH SECTION 11140 & 11150 OF THE REFERENCE SPECIFICATIONS AND THE PLANS. THS ITEM IS INTENDED TO BE FOR PAYMENT OF ALL ELECTRICAL RELATED ITEMS NEEDED TO ACCOMPLISH THE PROJECT LOCATED ON THE EXTERIOR WALLS OF THE FBO HANGAR, WITHIN ITS INTERIOR OR EXTERIOR OF THE FBO HANGAR. THIS BID ITEM IS ALSO USED FROM PROVIDING ELECTRICAL CONDUITS AND WIRE FROM THE HANGAR/FBO BUILDING TO THE FUEL SYSTEM LOCATION. FBO HANGAR PENETRATION, INSTALLATION OF WIRE AND CONDUIT IN FBO HANGAR, FBO HANGAR CONTROLS, PROPOSED FBO BUILDING ELECTRICAL PANELS, REMOVAL AND REPLACEMENT OF ANY HANGAR BUILDING MATERIALS, ROUTING OF CONDUITS AND WIRE THRU FBO HANGAR, WALL PENETRATIONS, INSTALLING CONDUITS ON WALLS, INSTALLED CONCEALED CONDUIT, PROVIDING CONDUIT HANGERS OR SUPPORTS, PROVIDING EXTERIOR CONDUITS, EXTERIOR WIRE, EXTERIOR ELECTRICAL TRAYS OR LBS, MOUNTING CONDUITS TO EXISTING FEATURES, RIGID SWEEPS, SEALOFFS, COUNTERPOISE WIRE, GROUND RODS, GROUNDING SLEEVE, EXTERIOR CONDUITS, EXTERIOR WIRES AND SLACK SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. BASIS OF PAYMENT SHALL BE AT THE CONTRACT LUMP SUM.
18	----	<u>CREDIT CARD READER SYSTEM WITH 3-LINE DISPLAY</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
19	----	<u>LIGHT POLE AND LIGHT WITH 2 HEADS, INCLUDING FOUNDATION</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
20	----	<u>SYSTEM TESTING AND STARTUP</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
ESTIMATE REFERENCE INFORMATION (ALTERNATE A)		
ITEM NO.	ITEM CODE	DESCRIPTION
A1	----	<u>PCC CURB, COMPLETE, IN PLACE, AS SHOWN ON PLANS</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
A2	----	<u>CONTAINMENT DRAIN VALVE AND PCC SIDEWALK PAD</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
A3	----	<u>CONTAINMENT DRAIN PIPING</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
ESTIMATE REFERENCE INFORMATION (ALTERNATE B)		
ITEM NO.	ITEM CODE	DESCRIPTION
B1	----	<u>TANK MONITORING SYSTEM, COMPLETE, IN PLACE, INCLUDING TANK PROBES</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.
ESTIMATE REFERENCE INFORMATION (ALTERNATE C)		
ITEM NO.	ITEM CODE	DESCRIPTION
C1	----	<u>CANOPY OVER FUEL DISPENSERS AND CARD READER</u> WORK UNDER THIS BID ITEM SHALL BE IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE REMOVE THE EXISTING TOP, MODIFY AND CAST IN PLACE CASTING SILIMAR IN SIZE TO EXISTING. BASIS OR PAYMENT AND METHOD OF MEASUREMENT SHALL BE PER EACH INTAKE ADJUSTED.



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MUSCATINE MUNICIPAL AIRPORT

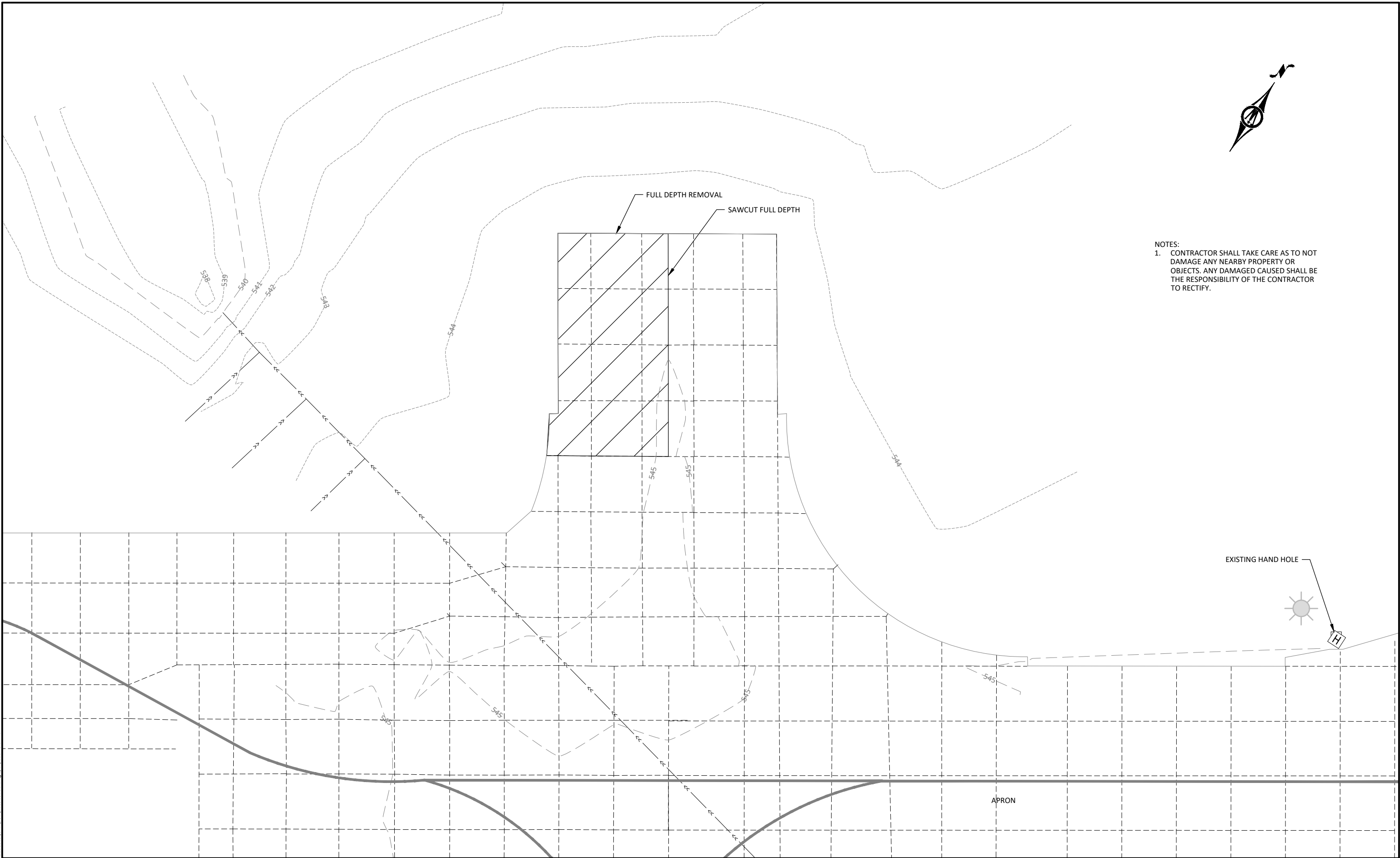
FUEL SYSTEM IMPROVEMENTS

QUANTITIES & ESTIMATE REFERENCE INFORMATION

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NOTES:
1. CONTRACTOR SHALL TAKE CARE AS TO NOT
DAMAGE ANY NEARBY PROPERTY OR
OBJECTS. ANY DAMAGED CAUSED SHALL BE
THE RESPONSIBILITY OF THE CONTRACTOR
TO RECTIFY.

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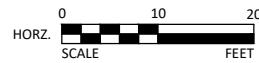


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EXISTING CONDITIONS & DEMOLITION PLAN

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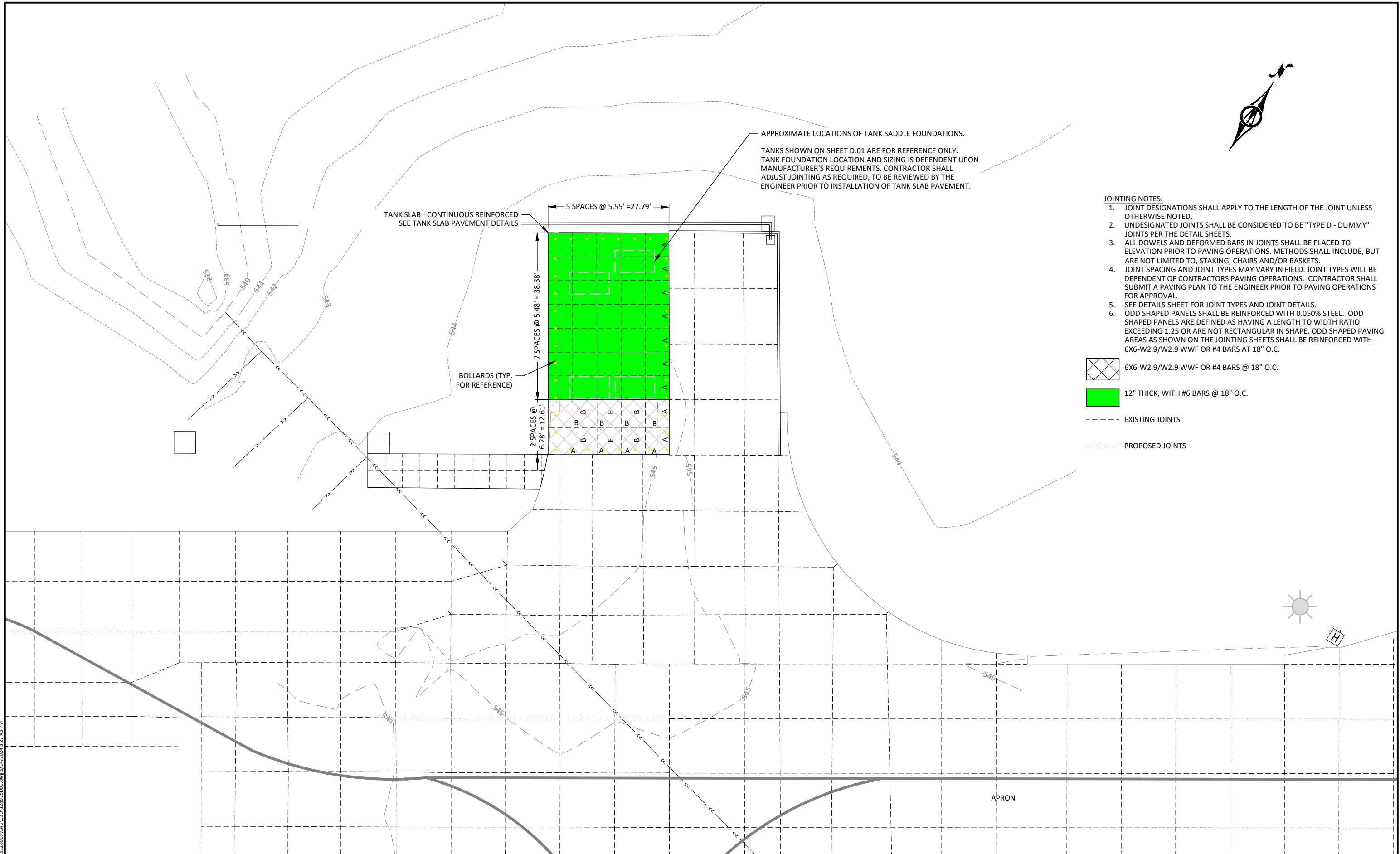


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MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS

JOINTING PLAN

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APPROXIMATE LOCATIONS OF TANK SADDLE FOUNDATIONS.

TANKS SHOWN ON SHEET D.01 ARE FOR REFERENCE ONLY.
TANK FOUNDATION LOCATION AND SIZING IS DEPENDENT UPON
MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL
ADJUST JOINTING AS REQUIRED, TO BE REVIEWED BY THE
ENGINEER PRIOR TO INSTALLATION OF TANK SLAB PAVEMENT.

TANK SLAB - CONTINUOUS REINFORCED
SEE TANK SLAB PAVEMENT DETAILS

BOLLARDS (TYP.
FOR REFERENCE)

JOINTING NOTES:

1. JOINT DESIGNATIONS SHALL APPLY TO THE LENGTH OF THE JOINT UNLESS OTHERWISE NOTED.
2. UNDESIGNATED JOINTS SHALL BE CONSIDERED TO BE "TYPE D - DUMMY" JOINTS PER THE DETAIL SHEETS.
3. ALL DOWELS AND DEFORMED BARS IN JOINTS SHALL BE PLACED TO ELEVATION PRIOR TO PAVING OPERATIONS. METHODS SHALL INCLUDE, BUT ARE NOT LIMITED TO, STAKING, CHAIRS AND/OR BASKETS.
4. JOINT SPACING AND JOINT TYPES MAY VARY IN FIELD. JOINT TYPES WILL BE DEPENDENT OF CONTRACTORS PAVING OPERATIONS. CONTRACTOR SHALL SUBMIT A PAVING PLAN TO THE ENGINEER PRIOR TO PAVING OPERATIONS FOR APPROVAL.
5. SEE DETAILS SHEET FOR JOINT TYPES AND JOINT DETAILS.
6. ODD SHAPED PANELS SHALL BE REINFORCED WITH 0.050% STEEL. ODD SHAPED PANELS ARE DEFINED AS HAVING A LENGTH TO WIDTH RATIO EXCEEDING 1.25 OR ARE NOT RECTANGULAR IN SHAPE. ODD SHAPED PAVING AREAS AS SHOWN ON THE JOINTING SHEETS SHALL BE REINFORCED WITH 6X6-W2.9/W2.9 WWF OR #4 BARS AT 18" O.C.



6X6-W2.9/W2.9 WWF OR #4 BARS @ 18" O.C.



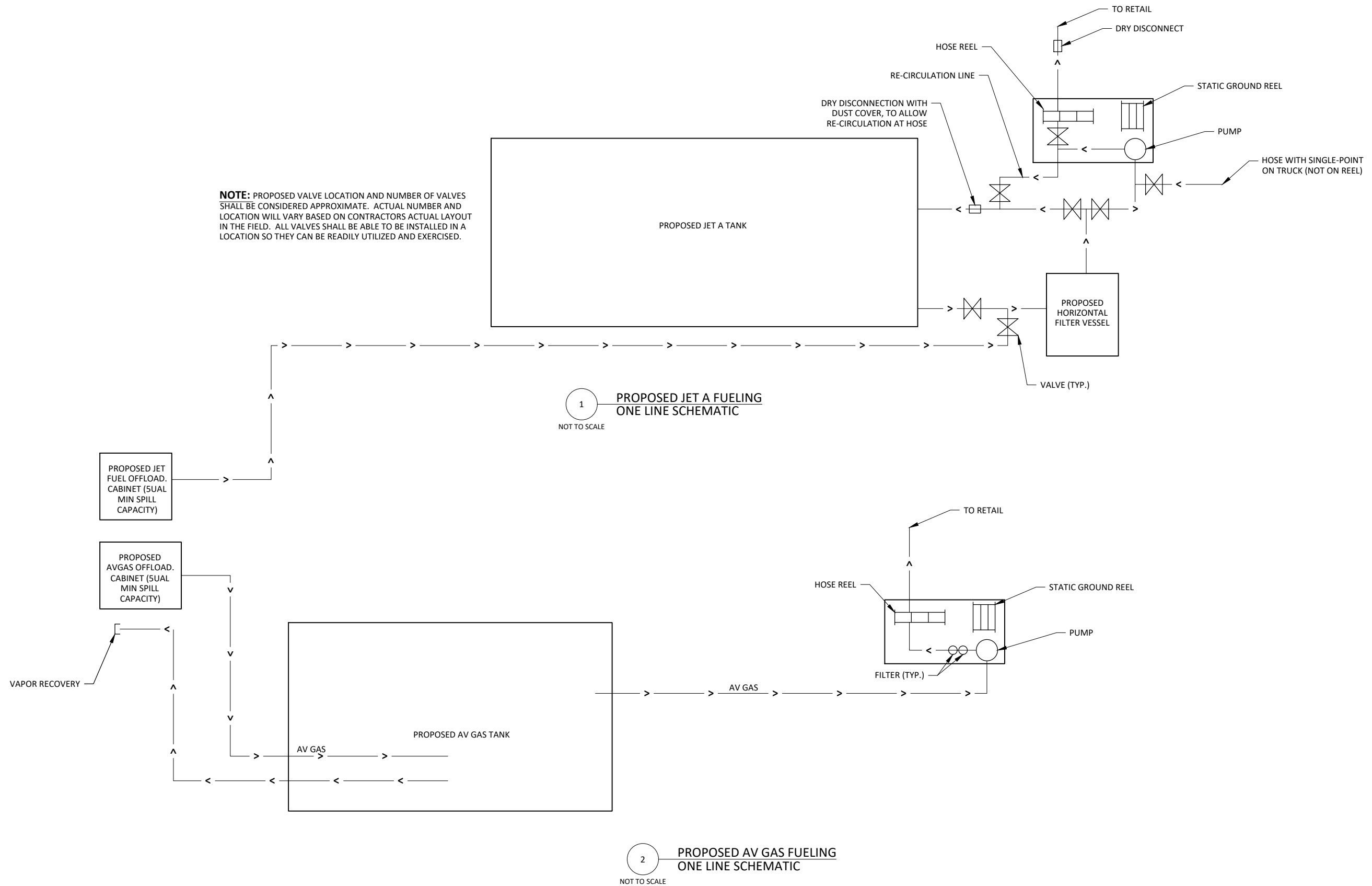
12" THICK, WITH #6 BARS @ 18" O.C.

--- EXISTING JOINTS

--- PROPOSED JOINTS



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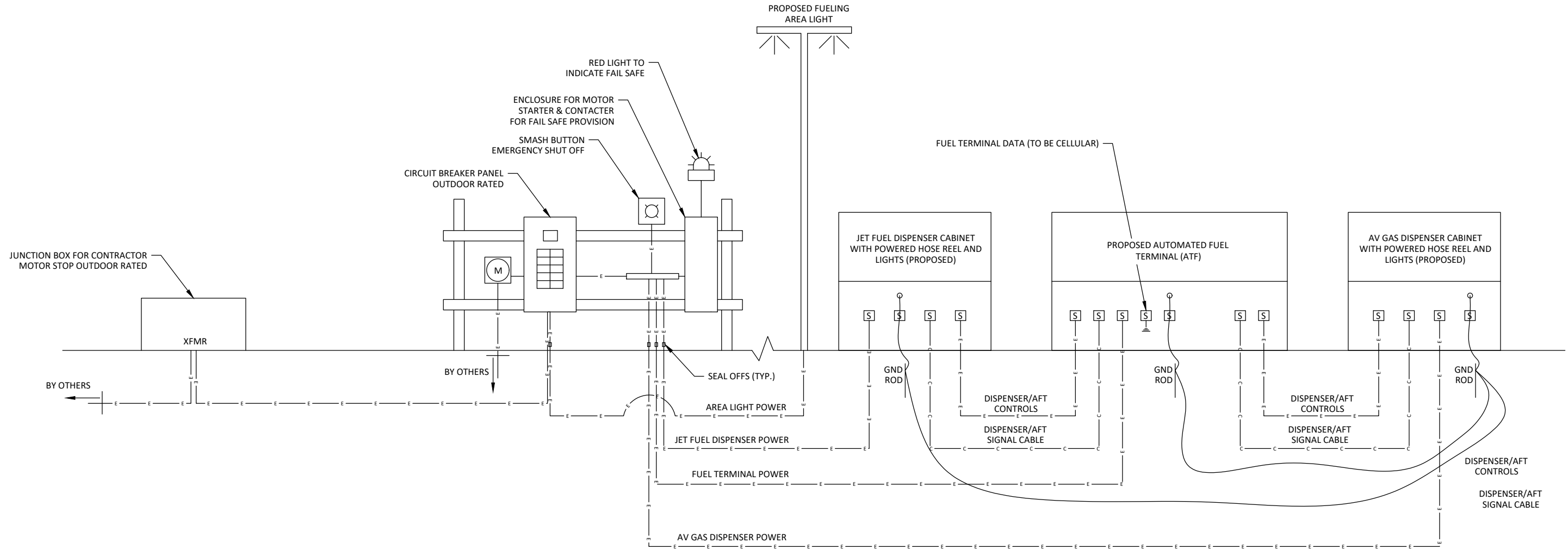


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MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS
FUEL PUMPING ONE LINE DIAGRAMS

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- NOTES:**
- OVERHEAD LIGHT SHALL REMAIN ON AT ALL TIMES.
 - ALL OTHER CIRCUITS TO THE FUELING ISLAND SHALL FAIL SAFE. PROVIDE NECESSARY CONTROLS AND OTHER PROVISIONS IN ORDER TO ACCOMPLISH THIS.
 - NUMBER OF CONDUITS AND SIZE OF CONDUCTORS MAY VARY BASED ON MANUFACTURER AND NATIONAL ELECTRICAL CODE.
 - ALL WIRING MUST MEET APPLICABLE CODES FOR CLASS 1 DIVISION 1 AND CLASS 1 DIVISION 2 AREAS. REFER TO NEPA 70, NATURAL ELECTRICAL CODE, FOR MORE INFORMATION.
 - ALL ABOVE GROUND CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS) AND ABDICATE SUPPORTS SHALL BE PROVIDED.
 - ALL UNDER GROUND CONDUITS SHALL BE PVC, EXCEPT RIGID SWEEPS TO TRANSITION TO ABOVE GROUND RGS.
 - APPROPRIATE SEAL OFFS TO BE PROVIDED.
 - EXTERIOR ENCLOSURES SHALL MEET NEMA 4 REQUIREMENTS.
 - MOTOR STARTERS SHALL BE INCORPORATED INTO PROJECT CONTROLS ELECTRICAL SUPPLY.
 - CONTRACTOR SHALL VISIT SITE AND DETERMINE FOR THEMSELVES THE EXTENT OF WORK NEEDED TO COMPLETE THE PROPOSED IMPROVEMENTS.

EMERGENCY FUEL SHUT OFF SWITCH

IF LIGHT ON, FUEL SYSTEM INOPERABLE, CONTACT AIRPORT AT: 563-263-8672 OR 563-299-8725

1 SIGNAGE NEAR SHUT OFF

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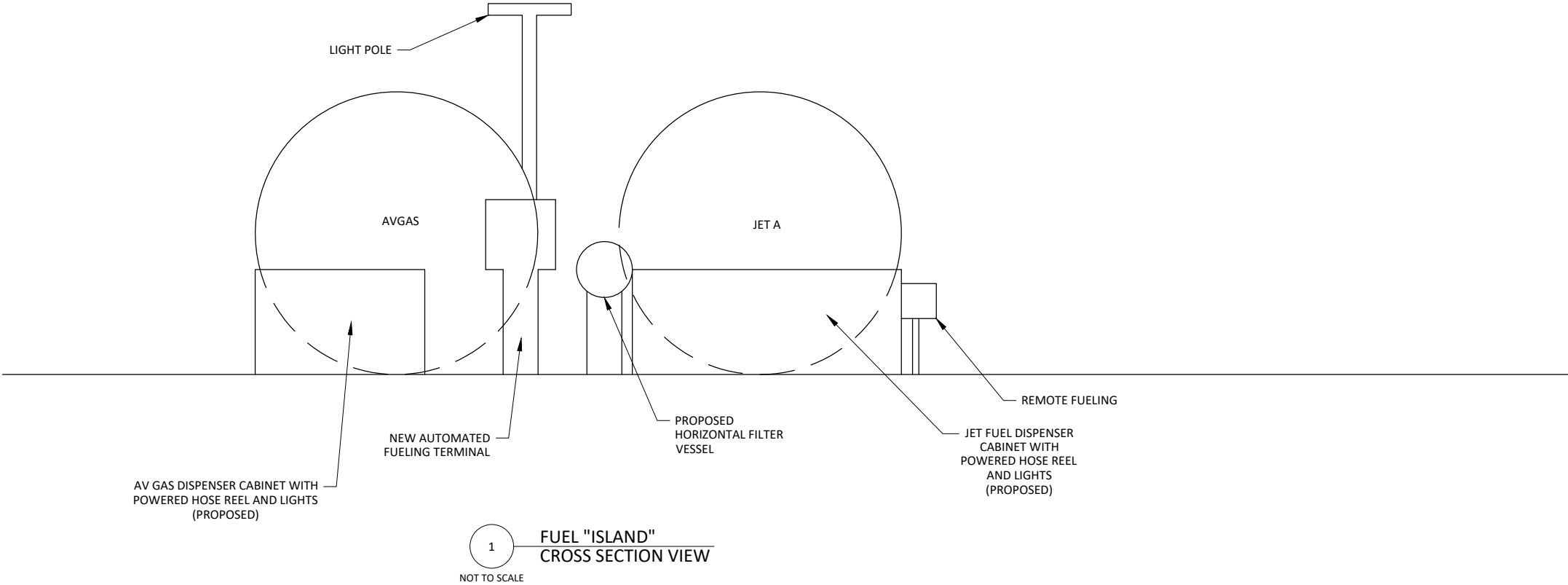
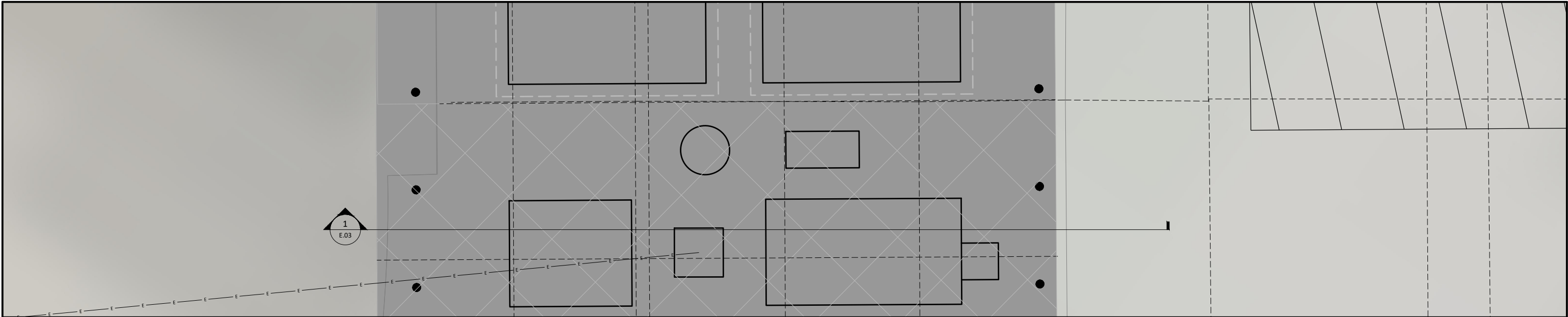
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MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS
ELECTRICAL CIRCUIT LAYOUT & DETAILS

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MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS
FUELING ISLAND CROSS SECTION

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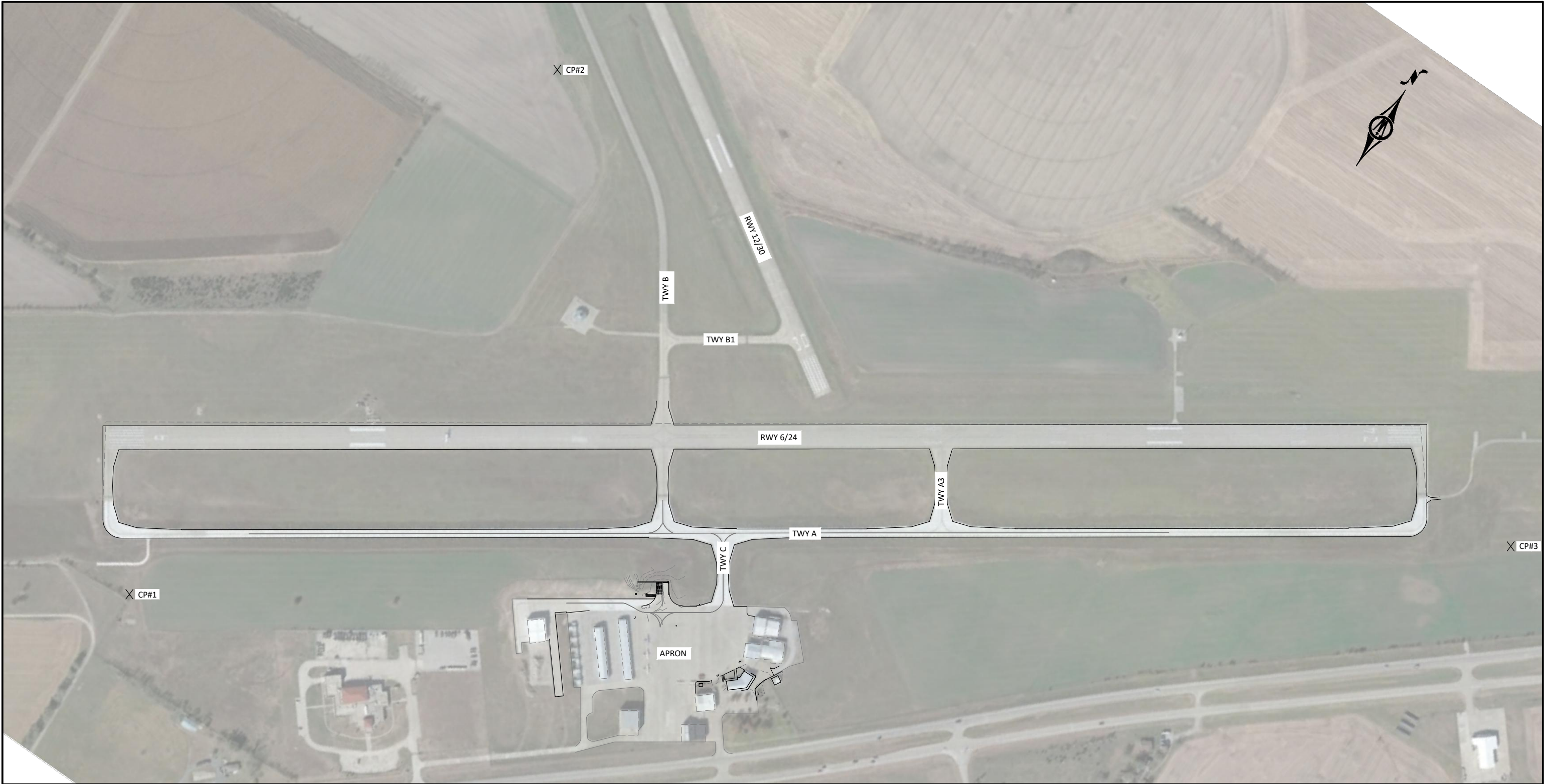
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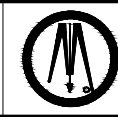
MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS
ELECTRICAL LAYOUT PLAN

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CONTROL POINT DATA				
POINT NUMBER	NORTH	EAST	ELEVATION	RAW DESCRIPTION
1	504526.57	2284652.66	544.62	CP#1
2	507323.06	2284956.56	536.87	CP#2
3	507818.92	2289356.56	541.70	CP#3

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FUEL SYSTEM IMPROVEMENTS	
CONTROL POINT DATA	

SAFETY AND CONSTRUCTION NOTES
(SEE CONSTRUCTION SAFETY AND PHASING PLAN IN SPECIFICATIONS FOR ADDITIONAL DETAIL)

GENERAL CONSTRUCTION SAFETY

1. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS SET FORTH IN FAA AC 150/5370-2G "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION", WHICH IS INCLUDED IN THE PROJECT MANUAL APPENDIX. CONSTRUCTION SAFETY SHALL BE DISCUSSED DURING THE PRE-CONSTRUCTION MEETING AND AT WEEKLY PROJECT MEETINGS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC AND PRIVATE UTILITY LOCATIONS DURING CONSTRUCTION.
3. THE RESPONSIBILITY FOR ALL SAFETY SHALL FALL UPON THE CONTRACTOR(S) DURING CONSTRUCTION. THIS SAFETY PLAN SHALL BE REVIEWED BY THE FAA PRIOR TO CONSTRUCTION NOTICES. ANY ATTACHMENT, DEVIATIONS, OMISSIONS, OR CONTRADICTIONS TO THE FAA REGULATIONS DISCOVERED DURING REVIEW SHALL BE MADE PART OF THE SAFETY PLAN PRIOR TO CONSTRUCTION, AND HENCE BECOME PART OF THE CONTRACT CONDITIONS. THE CONTRACTOR SHALL CONFIRM PRIOR TO ENTERING INTO A CONSTRUCTION CONTRACT THAT NO MODIFICATIONS TO THIS SAFETY PLAN HAVE BEEN MADE. AT THE CONTRACTOR'S REQUEST THE ENGINEER SHALL PROVIDE DOCUMENTATION THAT INDICATES NO MODIFICATIONS, REVISIONS OR ADDITIONAL ITEMS BE INCLUDED IN THIS SAFETY PLAN.

CONSTRUCTION EQUIPMENT:

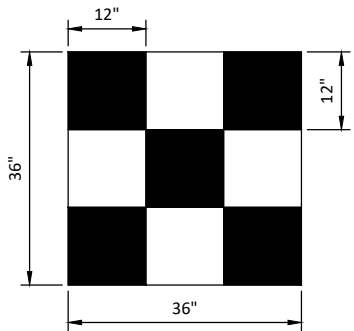
4. ALL CONSTRUCTION EQUIPMENT SHALL BE PARKED IN DESIGNATED STAGING/STORAGE AREAS WHEN NOT IN USE OR OVERNIGHT. ALL BROOMS SHALL BE LOWERED WHEN NOT IN USE.
5. THE EXPECTED MAXIMUM HEIGHT OF CONSTRUCTION EQUIPMENT IS 15 FEET AT ANY LOCATION. THE CONTRACTOR SHALL VERIFY ANY EQUIPMENT HEIGHT MORE THAN 15 FEET AND NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 72 HOURS IN ADVANCE OF ANY CONSTRUCTION THAT REQUIRES EQUIPMENT OF MORE THAN 15 FEET SO THAT THE APPROPRIATE NOTICE TO AIR MISSIONS (NOTAM) MAY BE ISSUED.
6. ALL EQUIPMENT WORKING ON THE AIRPORT CONSTRUCTION SITE MUST HAVE AN AMBER FLASHING BEACON AND/OR WARNING FLAG. THE VEHICLE WARNING FLAGS SHALL BE AS PER DETAIL ON THE CSPP PLAN SHEETS. THE FLAG SHALL BE SECURELY ATTACHED TO THE HIGHEST POINT ON THE CONSTRUCTION EQUIPMENT OR VEHICLE AND BE VISIBLE AT ALL TIMES. VEHICLE WARNING FLAGS ARE THE MINIMUM REQUIREMENT. AMBER FLASHING BEACONS ARE NOT REQUIRED BUT IF USED SHALL BE MOUNTED ON THE HIGHEST POINT OF THE CONSTRUCTION EQUIPMENT OR VEHICLE AND OPERATING WHENEVER EQUIPMENT IS IN USE.
7. VEHICULAR TRAFFIC SHALL NOT ENTER ACTIVE AIRCRAFT MOVEMENT AREAS DURING THE PROJECT. SHOULD VEHICULAR TRAFFIC NEED TO ENTER ACTIVE AIRCRAFT MOVEMENT AREAS THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND AIRPORT MANAGER TO ISSUE THE PROPER NOTAM TO PREVENT INCURSIONS.

HAUL ROUTES, TRAFFIC CONTROL & ACCESS CONTROL

8. ALL TEMPORARY ACCESS, STORAGE/STAGING AREAS AND ROADS SHALL BE RESTORED TO ORIGINAL CONDITION, INCLUDING TOPSOILING, RE-SEEDING, IF NECESSARY, AFTER USE BY THE CONTRACTOR. RESTORATION OF THESE AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
9. THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY.
10. THIS LAYOUT IS A MINIMUM REQUIREMENT NECESSARY TO ASSIST THE CONTRACTOR IN DETERMINING THE COST FOR PROVIDING NECESSARY TRAFFIC CONTROL. THE CONTRACTOR MAY ADD ADDITIONAL WARNING DEVICES UPON APPROVAL OF THE ENGINEER.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE AIRPORT MANAGER A MINIMUM OF 72 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION WITHIN THE APRON OR TAXIWAY SAFETY AREAS, RUNWAY PROTECTION ZONES, APPROACH AREAS OR REQUIRED CLOSURE AREAS SO THAT THE APPROPRIATE NOTAM MAY BE ISSUED. THE AIRPORT MANAGER WILL ALSO ISSUE TIMELY NOTAMS WHICH SPECIFICALLY DETAIL THE CURRENT STATUS OF THE AIRPORT DURING CONSTRUCTION, INCLUDING CLOSURE STATUS. THE NOTAM SHALL INCLUDE THE PROPOSED LOCATION, TIME AND DATE OR COMMENCEMENT OF CONSTRUCTION.
12. INSPECT FOR AND REMOVE FOREIGN OBJECT DEBRIS (FOD) ON OR NEAR ALL AIRCRAFT MOVEMENT AREAS BY SWEEPING DAILY AT TIMES OF CONCURRENT CONSTRUCTION AND AIRCRAFT OPERATIONS. WASTE AND LOOSE MATERIAL MUST NOT BE PLACED IN ACTIVE AIRCRAFT MOVEMENT AREAS. MATERIALS TRACKED ON TO THESE AREAS MUST BE REMOVED CONTINUOUSLY DURING THE PROJECT. THE CONSTRUCTION SITE, INCLUDING THE STAGING AREA, SHALL BE KEPT CLEAN OF ALL PERSONNEL DEBRIS.
13. THERE SHALL BE NO UNAUTHORIZED PERSONNEL ON THE AIRFIELD. CONTRACTOR SHALL USE THE DESIGNATED AIRPORT ACCESS ROUTE IDENTIFIED IN THE CSPP PLAN SHEETS WHEN ENTERING AIRPORT PROPERTY. NO GATES ARE TO BE LEFT OPEN AND UNATTENDED.
14. AT ALL TIMES, WHILE CONSTRUCTION IS IN PROGRESS, THE CONTRACTOR SHALL HAVE A DESIGNATED PERSON MONITORING THE UNICOM FREQUENCY OR CTAF (123.000).
15. PERSONAL VEHICLES SHALL NOT BE ALLOWED ON THE AIRFIELD. ALL PERSONAL VEHICLES SHOULD BE PARKED IN DESIGNATED STAGING/STORAGE AREAS OR ANOTHER AREA AS DESIGNATED BY THE AIRPORT MANAGER.
16. WHEN ACCESS POINTS ARE CREATED IN THE SECURITY FENCING TO PERMIT THE PASSAGE OF CONSTRUCTION VEHICLES OR PERSONNEL, TEMPORARY GATES SHOULD BE EQUIPPED SO THEY CAN BE SECURELY CLOSED AND LOCKED TO PREVENT ACCESS BY ANIMALS AND PEOPLE.
17. LOW PROFILE BARRICADE FLASHERS, AND FLASHERS OR ANY KIND UTILIZED ON THE PROJECT SHALL BE INSPECTED AT DUSK EACH DAY TO ENSURE ALL FLASHERS ARE WORKING PROPERLY.
18. PROMINENTLY MARK OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIALS AND LIGHT THESE OBSTACLES DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS. CONSTRAIN STOCKPILED MATERIALS TO PREVENT ITS MOVEMENT AS A RESULT OF THE MAXIMUM ANTICIPATED AIRCRAFT BLAST AND FORECASTED WIND CONDITIONS.
19. PRIOR TO RE-OPENING ANY CLOSED PAVEMENT AREA, THE CONTRACTOR, TOGETHER WITH THE AIRPORT MANAGER AND ENGINEER SHALL INSPECT THE PAVEMENT, SAFETY AREAS AND PRIMARY SURFACE FOR ANY OBSTRUCTION OR FOD.
20. WHEN THE AIRFIELD IS CLOSED FOR CONSTRUCTION (RUNWAY CLOSURES IN PLACE), THE BEACON SHALL REMAIN IN OPERATION BUT ALL OTHER AIRFIELD LIGHTING & NAVAID SHALL BE TURNED OFF.
21. ALL AIRFIELD GUIDANCE SIGNS (INCLUDING HOLD SIGNS) SHALL BE COVERED OR OTHERWISE REMOVED FROM SERVICE IF THE SAID GUIDANCE SIGNS ARE IDENTIFYING AREAS THAT ARE CLOSED FOR CONSTRUCTION.
22. THE CONTRACTOR SHALL NOTIFY AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) PERSONNEL, MUTUAL AID PROVIDERS AND OTHER EMERGENCY SERVICES IF CONSTRUCTION REQUIRES SHUTTING OFF OR OTHERWISE DISRUPTING ANY WATER LINE OR FIRE HYDRANT ON THE AIRPORT OR ADJOINING AREAS AND IF CONTRACTORS WORK WITH HAZARDOUS MATERIAL ON THE AIRFIELD. NOTIFICATION MUST ALSO BE MADE WHEN THE WORK PERFORMED WILL CLOSE OR AFFECT ANY EMERGENCY ROUTES. ALSO MAKE NOTIFICATION WHEN SERVICES ARE RESTORED.

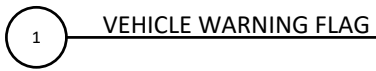
PROJECT NOTES:

23. CONTRACTOR SHALL PROVIDE A SAFETY COMPLIANCE DOCUMENT PRIOR TO ISSUANCE OF NOTICE TO PROCEED.
24. A REPRESENTATIVE SHALL BE PROVIDED BY THE CONTRACTOR ON-CALL 24 HOURS A DAY FOR EMERGENCY MAINTENANCE OF THE AIRPORT TRAFFIC CONTROL DEVICES AND LIGHTING.
25. CONTRACTOR, ENGINEER AND AIRPORT MANAGER SHALL CONDUCT DAILY INSPECTIONS TO ENSURE CONFORMANCE TO CSPP PLAN.
26. CONTRACTOR SHALL HAVE A SWEEPER ON-SITE AT ALL TIMES TO PICK UP DEBRIS FROM ACTIVE AIRCRAFT MOVEMENT AREAS AS IT OCCURS.
27. FOR MORE INFORMATION REGARDING CONTRACT TIME ALLOWED FOR CONSTRUCTION, REFER TO THE NOTICE TO BIDDERS FOR THE PROJECT.



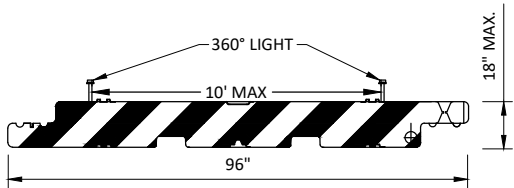
NOTES:

1. FLAG SHALL HAVE A CHECKERED PATTERN OF INTERNATIONAL ORANGE AND WHITE SQUARES



VEHICLE WARNING FLAG

NOT TO SCALE



NOTES:

1. GAPS BETWEEN BARRICADES SHALL BE NO MORE THAN 4 FEET.



LOW PROFILE BARRICADE DETAIL

NOT TO SCALE

CONSTRUCTION NOTES:

WORK ELEMENTS:

- CONSTRUCT FUEL FARM IMPROVEMENTS

ACTIVE AREAS AFFECTED:

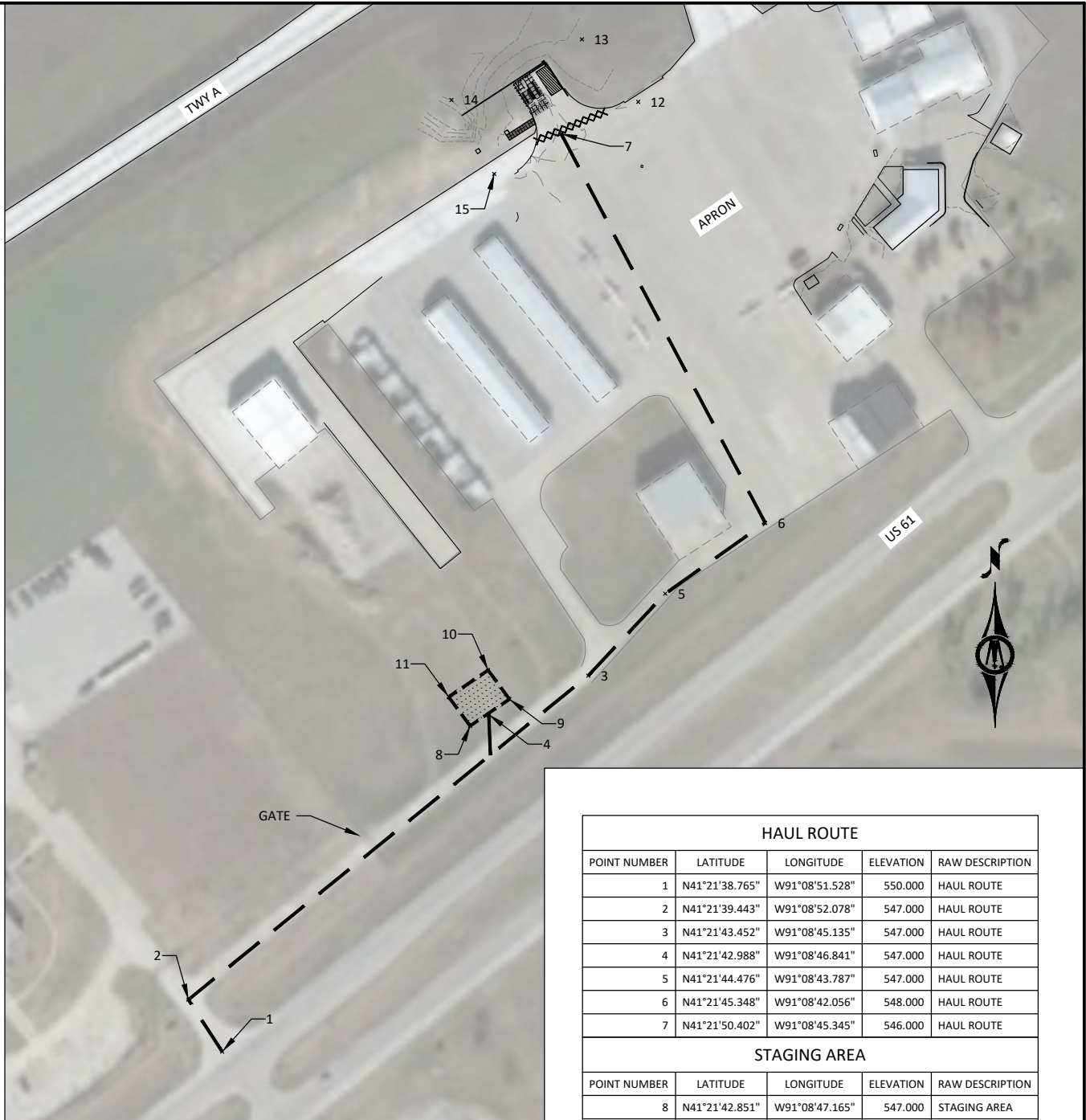
- RUNWAY 06/24 SHALL REMAIN OPEN
- RUNWAY 12/30 SHALL REMAIN OPEN

DURATION:

- CONSTRUCTION SHALL BE COMPLETED PER THE TIME ALLOTTED IN THE NOTICE TO BIDDERS.

NOTES:

- PLACE LOW PROFILE BARRICADES AT THE EXTENTS OF THE WORK AREA ON THE APRON AND FUEL FIELD.
- CONTRACTOR SHALL REFER TO THE CONSTRUCTION SAFETY & PHASING PLAN (CSPP) FOR ADDITIONAL INFORMATION.



HAUL ROUTE				
POINT NUMBER	LATITUDE	LONGITUDE	ELEVATION	RAW DESCRIPTION
1	N41°21'38.765"	W91°08'51.528"	550.000	HAUL ROUTE
2	N41°21'39.443"	W91°08'52.078"	547.000	HAUL ROUTE
3	N41°21'43.452"	W91°08'45.135"	547.000	HAUL ROUTE
4	N41°21'42.988"	W91°08'46.841"	547.000	HAUL ROUTE
5	N41°21'44.476"	W91°08'43.787"	547.000	HAUL ROUTE
6	N41°21'45.348"	W91°08'42.056"	548.000	HAUL ROUTE
7	N41°21'50.402"	W91°08'45.345"	546.000	HAUL ROUTE

STAGING AREA				
POINT NUMBER	LATITUDE	LONGITUDE	ELEVATION	RAW DESCRIPTION
8	N41°21'42.851"	W91°08'47.165"	547.000	STAGING AREA
9	N41°21'43.179"	W91°08'46.484"	547.000	STAGING AREA
10	N41°21'43.558"	W91°08'46.834"	547.000	STAGING AREA
11	N41°21'43.230"	W91°08'47.515"	547.000	STAGING AREA

HAUL ROUTE				
POINT NUMBER	LATITUDE	LONGITUDE	ELEVATION	RAW DESCRIPTION
12	N41°21'50.783"	W91°08'44.021"	545.000	WORK AREA
13	N41°21'51.603"	W91°08'44.948"	546.000	WORK AREA
14	N41°21'50.872"	W91°08'47.194"	540.000	WORK AREA
15	N41°21'49.910"	W91°08'46.501"	545.000	WORK AREA

LEGEND

- CONTRACTORS ACCESS ROUTE
- LOW-PROFILE BARRICADES
- CONSTRUCTION STAGING/STORAGE/STOCKPILE LOCATION



401 FIRST ST SE, SUITE 201
CEDAR RAPIDS, IOWA 52401
Phone: (319) 362-3219
Email: CedarRapids@bolton-menk.com
www.bolton-menk.com



DESIGNED	REV	DESCRIPTION	DATE
CDW			
DRAWN			
CDW			
CHECKED			
JPR			
CLIENT PROJ. NO.			
OTS.128915			

MUSCATINE MUNICIPAL AIRPORT
FUEL SYSTEM IMPROVEMENTS
CONSTRUCTION SAFETY & PHASING PLAN

SHEET
J.01

MUSCATINE MUNICIPAL AIRPORT

FUEL SYSTEM IMPROVEMENTS

OPINION OF PROBABLE COST					
ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL
BASE BID					
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00
2	TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00
3	CONSTRUCTION SURVEY	LS	1	\$ 3,000.00	\$ 3,000.00
4	PCC PAVEMENT REMOVAL	SY	145	\$ 25.00	\$ 3,625.00
5	EXCAVATION, GRADING AND SUBGRADE PREPARATION	SY	160	\$ 30.00	\$ 4,800.00
6	PCC TANK/EQUIPMENT SLAB, 12" THICK, W/GRANULAR BASE	SY	145	\$ 250.00	\$ 36,250.00
7	PCC SIDEWALK PAVEMENT, 6" THICK, W/GRANULAR BASE	SY	45	\$ 75.00	\$ 3,375.00
8	BOLLARDS	EA	40	\$ 600.00	\$ 24,000.00
9	12,000 GALLON FLAMESHIELD JET FUEL TANK, COMPLETE, IN PLACE	EA	1	\$ 90,000.00	\$ 90,000.00
10	10,000 GALLON FLAMESHIELD AVGAS FUEL TANK, COMPLETE, IN PLACE	EA	1	\$ 90,000.00	\$ 90,000.00
11	JET FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$ 190,000.00	\$ 190,000.00
12	AVGAS FUEL DISPENSER CABINET / SYSTEM, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$ 180,000.00	\$ 180,000.00
13	JET FUEL HORIZONTAL FILTER VESSEL, COMPLETE, IN PLACE, INCLUDING PIPING	EA	1	\$ 45,000.00	\$ 45,000.00
14	REMOTE FILL CABINET	EA	2	\$ 4,500.00	\$ 9,000.00
15	FUEL RECOVERY SYSTEM - JET FUEL	EA	1	\$ 6,000.00	\$ 6,000.00
16	FUEL RECOVERY SYSTEM - AVGAS	EA	1	\$ 6,000.00	\$ 6,000.00
17	FUELING ELECTRICAL, INCLUDING EMERGENCY STOP	LS	1	\$ 60,000.00	\$ 60,000.00
18	CREDIT CARD READER SYSTEM WITH 3-LINE DISPLAY	LS	1	\$ 24,000.00	\$ 24,000.00
19	LIGHT POLE AND LIGHT WITH 2 HEADS, INCLUDING FOUNDATION	EA	1	\$ 10,000.00	\$ 10,000.00
20	SYSTEM TESTING AND STARTUP	LS	1	\$ 22,000.00	\$ 22,000.00
BASE BID - TOTAL					\$ 843,050.00
BID ALTERNATES					
ALTERNATE 'A' - DRAINAGE CONTAINMENT					
A1	PCC CURB, COMPLETE, IN PLACE, AS SHOWN ON PLANS	EA	80	\$ 100.00	\$ 8,000.00
A2	CONTAINMENT DRAIN VALVE AND PCC SIDEWALK PAD	LS	1	\$ 10,000.00	\$ 10,000.00
A3	CONTAINMENT DRAIN PIPING	LF	130	\$ 20.00	\$ 2,600.00
BID ALTERNATE 'A' - TOTAL					\$ 20,600.00
ALTERNATE 'B' - TANK MONITORING SYSTEM					
B1	TANK MONITORING SYSTEM, COMPLETE, IN PLACE, INCLUDING TANK PROBES	LS	1	\$ 30,000.00	\$ 30,000.00
BID ALTERNATE 'B' - TOTAL					\$ 30,000.00
ALTERNATE 'C' - CANOPY OVER FUEL DISPENSERS AND CARD READER					
C1	CANOPY OVER FUEL DISPENSERS AND CARD READER	LS	1	\$ 15,000.00	\$ 15,000.00
BID ALTERNATE 'B' - TOTAL					\$ 15,000.00
TOTAL - BASE BID AND BID ALTERNATES 'A', 'B', AND 'C'					\$ 908,650.00



City of Muscatine

ITEM NUMBER 2024-0222

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Approving Amendment #2 to the Fiscal Year 2023/2024 City Budget

EXECUTIVE SUMMARY

City Council approved the first amendment to the 2023/2024 budget on April 18, 2024. That action amended the budget to the Revised Estimate amounts established at the budget review sessions. This second amendment includes additional proposed amendments since that time. These proposed amendments will increase total budgeted expenditures for the City by \$732,800 and transfers out will increase by \$50,000. Budgeted revenues are proposed to be amended by \$88,600 and transfers in amended by \$50,000.

At the May 2, 2024 meeting, City Council set the public hearing on the proposed budget amendments for May 16, 2024. After the public hearing that evening, the City Council will consider the Resolution Approving Amendment #2 to the budget.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution Approving Amendment #2 to the Fiscal Year 2023/2024 City Budget.

BACKGROUND/DISCUSSION

City Council approved the first amendment to the 2023/2024 budget on April 18, 2024. That action amended the budget to the Revised Estimate amounts established at the budget review sessions.

This second amendment includes additional proposed amendments since that time. This proposed amendment will increase total budgeted expenditures for the City by \$732,800 and transfers out will increase by \$50,000. Budgeted revenues are proposed to be amended by \$88,600 and transfers in amended by \$50,000.

The revenue amendments include (1) \$12,000 in tree grants in the Parks department, (2) a \$1,500 reimbursement from the Farmer's Market for a portion of the cost of electrical

improvements in Parking Lot #7, (3) \$5,000 in increased golf clubhouse merchandise sales, and (4) \$70,100 in additional HUD funding for Section 8 Choice Voucher Housing Assistance Payments. These total to the \$88,600 in revenue amendments.

General Fund expenditures are proposed to be amended by a total of \$213,200, of which \$12,000 will be funded from grants, and \$50,000 will be funded from a transfer from the Employee Benefits fund. General Fund amendments include (1) a \$15,000 increase in legal services in the Human Resources budget based on actual expenditures to date and estimated additional costs through June 30, (2) a \$5,500 increase in the Finance budget for increased publication costs for legal notices, (3) a \$120,000 increase in the Fire department budget for disability-related medical costs for retired firefighters, medical costs for a current firefighter, and repair costs for a fire engine, (4) the Cemetery budget will be amended by \$4,500 for replacement of an air conditioning unit, and (5) the Park Maintenance budget will be amended by \$68,200 which includes \$56,200 to correct a budgeting error and \$12,000 for grant-funded tree purchases.

The \$213,200 General Fund 2nd amendment for 2023/2024 is somewhat higher than the 2nd amendments in recent years. The 2nd amendment in 2022/2023 was \$136,000, the 2021/2022 2nd amendment was \$73,000; in 2020/2021 it was \$348,400; and in 2019/2020 it was \$135,800.

Enterprise fund expenditure amendments total \$434,000 and include (1) a \$4,600 increase in the Parking budget for electrical improvements in Lot 7 requested by the Farmer's Market and partially reimbursed by that organization, (2) a \$5,000 increase in the Golf Course budget for an increase in golf merchandise purchases for re-sale due to increased sales, (3) a \$60,000 increase in the Refuse Collection budget due to increased vehicle repair and maintenance costs, (4) a \$33,000 increase in the Transfer Station budget due to increased equipment repair and maintenance costs, (5) a \$264,900,000 increase in the Water Pollution Control Plant (WPCP) Operations budget which includes increased sewage treatment chemicals, increased software maintenance costs, increased natural gas costs, increased power costs, and increased building improvement costs for roof replacements in two buildings, (6) a \$5,000 increase in the WPCP Pumping Stations budget for increased natural gas costs, (7) a \$15,000 increase in the WPCP Lab budget for increased lab supply costs and increased operating equipment repair costs, (8) a \$45,000 increase in the WPCP Biosolids budget for increased electrical supplies and increased outside services for repair of the dredge, and (9) an increase of \$1,500 in the Marina budget for an overflow alarm box, a safety item. The increased sewage treatment chemicals and utility costs in the WPCP Operations budget are directly related to issues with the waste load from a major industrial user.

The balance of the amendments totals \$135,600 and include (1) a \$2,900 increase in the Library Computer Replacement fund, (2) a \$7,600 increase in the Library Trust fund, (3) a \$75,100 increase in Section 8 Housing Voucher Program housing assistance payments funded from HUD funds and increased housing inspection fee costs, and (4) a \$50,000 transfer from

the Employee Benefits fund to the General fund for the disability-related medical costs for retired firefighters.

CITY FINANCIAL IMPACT

The proposed General Fund expenditure and revenue amendments would result in a decrease in the General fund balance of \$151,200 since a portion of the amendments will be funded from grant funds and a transfer from other funds. It is, however, expected that there should be savings in various General Fund department budgets which will offset at least a portion of this amount. For the City's Governmental Funds (primarily the General Fund), expenditures are required to be within the budget for each functional area. This amendment allows for somewhat of a "cushion" for increased costs so the budgets for the various functions are not exceeded at year end.

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

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

ATTACHMENTS

1. FY 24 Budget Amendment #2 Detailed List
2. FY 24 Budget Amendment #2 Adoption and Certification Resolution.5-16-24

City of Muscatine
FY 2023/2024 Proposed Budget Amendments
(Budget Amendment #2)
May 16, 2023 (Set Public Hearing at May 2, 2024 Meeting)

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
General Fund				
Human Resources				
Legal Services	1000-01-1132-61220	\$ 15,000	Based on actual to date and estimated through 6/30/24	\$ -
Finance:				
Legal Notices	1000-01-1141-65100	\$ 5,500	Based on actual to date and estimated through 6/30/24	-
Fire:				
Outside Services-Vehicles/Equipment	1000-20-1321-67130	\$ 20,000	Fire engine repair services	-
Medical Services (current employee)	1000-20-1321-61560	50,000	Based on actual to date and estimated through 6/30/24	-
Disability Retiree Medical Costs	1000-20-1321-61560	50,000	Disability-related medical costs for retired firefighters	-
			Transfer from Employee Benefits Fund 1000-20-1321-39400	50,000
Cemetery:				
Building Improvements	1000-25-1411-73700	4,500	Air conditioning replacement	-
Park Maintenance:				
Fulltime Wages	1000-25-1423-41100	\$ 54,900	Correction of budgeting error	-
IPERS	1000-25-1423-45200	4,800	Correction of budgeting error	-
Health Insurance	1000-25-1423-46100	(4,200)	Correction of budgeting error	-
Life Insurance	1000-25-1423-46200	150	Correction of budgeting error	-
Dental Insurance	1000-25-1423-46300	200	Correction of budgeting error	-
Unemployment Insurance	1000-25-1423-46500	200	Correction of budgeting error	-
Long-term Disability Insurance	1000-25-1423-46600	150	Correction of budgeting error	-
Ag Materials (Trees)	1000-25-1423-42100	12,000	Trees; grant funded	12,000
Total - General Fund		\$ 213,200		\$ 62,000
Enterprise/Internal Service Funds				
Parking:				
Operating Equipment Services	5311-05-5311-67320	\$ 4,600	Power upgrade for Parking Lot #7; partially reimbursed by	1,500
		<u>\$ 4,600</u>	Farmers Market	<u>\$ 1,500</u>
Golf Clubhouse Operations:				
Merchandise for Resale	5451-25-5452-52830	\$ 5,000	Based on actual to date and estimated through 6-30-24 (increased revenues will offset these costs)	
			5451-25-5452-38363	\$ 5,000
Subtotal		<u>\$ 5,000</u>		<u>\$ 5,000</u>
Marina:				
Operating Equipment Services	5466-25-5466-53220	<u>\$ 1,500</u>	Overfill alarm box (safety item)	-
Refuse Collection:				
Inside Services	5642-45-5642-67110	\$ 20,000	Based on actual to date and estimated through 6-30-24	\$ -
Inventory Materials	5642-45-5642-67120	10,000	Based on actual to date and estimated through 6-30-24	-
Outside Service	5642-45-5642-67130	20,000	Based on actual to date and estimated through 6-30-24	-
Outside Parts	5642-45-5642-67150	10,000	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 60,000</u>		<u>\$ -</u>
Transfer Station:				
Inside Services	5658-45-5658-67110	\$ 3,000	Based on actual to date and estimated through 6-30-24	\$ -
Tires/Repairs	5658-45-5658-67140	20,000	Based on actual to date and estimated through 6-30-24	-
Outside Parts	5658-45-5658-67150	10,000	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 33,000</u>		<u>\$ -</u>

Fund/Department	Account	Expenditure Amendment	Comments	Revenues/ Transfers In Amendment
WPCP Operations:				
Sewage Treatment Chemicals	5660-50-5662-52220	\$ 30,000	Based on actual and estimated through 6-30-24 (Heinz related)	\$ -
Software Maintenance Fees	5660-50-5662-61340	20,000	Support fees for software (omitted in Rev. Est.)	-
Gas	5660-50-5662-65310	40,000	Based on actual to date and estimated through 6-30-24 (Heinz)	-
Power	5660-50-5662-65320	30,000	Based on actual to date and estimated through 6-30-24 (Heinz)	-
Roof Replacement	5660-50-5662-73900	115,000	Emergency roof replacement DAF building	-
Roof Replacement	5660-50-5662-73900	29,900	Emergency roof replacement Digester Control Building	-
Subtotal		<u>\$ 264,900</u>		<u>\$ -</u>
WPCP Pumping Stations:				
Gas	5660-50-5663-65310	\$ 5,000	Based on actual to date and estimated through 6-30-24	\$ -
Subtotal		<u>\$ 5,000</u>		<u>\$ -</u>
WPCP Lab Operations:				
Lab Supplies	5660-50-5665-52210	\$ 5,000	Based on actual to date and estimated through 6-30-24	\$ -
Operating Equipment Repair Service	5660-50-5663-67320	10,000	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 15,000</u>		<u>\$ -</u>
WPCP Biosolids Operations:				
Electrical Supplies	5660-50-5666-53120	10,000	Based on actual to date and estimated through 6-30-24	\$ -
Outside Services	5660-50-5666-67130	35,000	Dredge repair services	-
Subtotal		<u>\$ 45,000</u>		<u>\$ -</u>
Total Enterprise Funds		<u>\$ 434,000</u>		<u>\$ 6,500</u>
Special Revenue Funds				
Employee Benefit Fund:				
Transfer to General Fund	8350-00-8354-90400	\$ 50,000	Transfer for Fire disability retiree medical costs	\$ -
Library Computer Replacement Fund:				
Computer Equipment	8451-30-8451-74250	\$ 2,900	Based on actual to date and estimated through 6/30/24	\$ -
Library General Trust:				
Registrations	3981-30-3981-64200	\$ 1,500	Based on actual to date and estimated through 6-30-24	\$ -
Software Services	3981-30-3982-61340	6,100	Based on actual to date and estimated through 6-30-24	-
Subtotal		<u>\$ 7,600</u>		<u>\$ -</u>
Section 8 Voucher Program:				
Inspection Services	9007-90-9070-44301	\$ 5,000	Based on actual to date and estimated through 6-30-24	\$ -
Housing Assistance Payments	9007-90-9070-47150	45,000	Based on actual to date and estimated through 6-30-24	45,000
HAPS - Portability	9007-90-9070-47151	10,300	Based on actual to date and estimated through 6-30-24	10,300
HAPS - Stability Vouchers	9007-90-9070-47155	14,800	Based on actual to date and estimated through 6-30-24	14,800
			HUD HAPS funding 9007-90-9070-36903	\$ 70,100
Subtotal - Section 8 Voucher Program		<u>\$ 75,100</u>		<u>\$ 70,100</u>
Total Special Revenue Funds		<u>\$ 135,600</u>		<u>\$ 70,100</u>
Total Budgeted Funds (Including Transfers Out)				
		<u>\$ 782,800</u>		<u>\$ 138,600</u>
Expenditure Breakout:			Revenue Breakout:	
Expenditure Increase		\$ 732,800	Increased Revenues	\$ 88,600
Funding Transfer Increase		50,000	Increased Transfers In	50,000
Total		<u>\$ 782,800</u>		<u>\$ 138,600</u>
Total to Enter in Ledger (Exclude Capital Projects, if any)		<u>\$ 782,800</u>		<u>\$ 138,600</u>

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2024 - AMENDMENT # 2

To the Auditor of MUSCATINE County, Iowa:

The City Council of MUSCATINE in said County/Counties met on 05/16/2024 06:00 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2024-XXXX**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2024****(AS LAST CERTIFIED OR AMENDED ON 04/18/2024)****Be it Resolved by the Council of City of MUSCATINE**

Section 1. Following notice published/posted 05/04/2024 and the public hearing held 05/16/2024 06:00 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	16,143,123	0	16,143,123
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	16,143,123	0	16,143,123
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,567,800	0	2,567,800
Other City Taxes	6	5,266,790	0	5,266,790
Licenses & Permits	7	553,600	0	553,600
Use of Money & Property	8	2,513,600	0	2,513,600
Intergovernmental	9	15,205,868	82,100	15,287,968
Charges for Service	10	16,551,800	0	16,551,800
Special Assessments	11	0	0	0
Miscellaneous	12	9,145,500	6,500	9,152,000
Other Financing Sources	13	10,551,000	0	10,551,000
Transfers In	14	21,799,999	50,000	21,849,999
Total Revenues & Other Sources	15	100,299,080	138,600	100,437,680
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	12,066,800	120,000	12,186,800
Public Works	17	3,551,700	0	3,551,700
Health and Social Services	18	60,000	0	60,000
Culture and Recreation	19	4,655,300	83,200	4,738,500
Community and Economic Development	20	8,277,000	75,100	8,352,100
General Government	21	3,867,023	20,500	3,887,523
Debt Service	22	2,951,509	0	2,951,509
Capital Projects	23	7,419,000	0	7,419,000
Total Government Activities Expenditures	24	42,848,332	298,800	43,147,132
Business Type/Enterprise	25	35,292,680	434,000	35,726,680
Total Gov Activities & Business Expenditures	26	78,141,012	732,800	78,873,812
Transfers Out	27	21,799,999	50,000	21,849,999
Total Expenditures/Transfers Out	28	99,941,011	782,800	100,723,811
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	358,069	-644,200	-286,131
Beginning Fund Balance July 1, 2023	30	41,643,266	0	41,643,266
Ending Fund Balance June 30, 2024	31	42,001,335	-644,200	41,357,135

Explanation of Changes: To appropriate additional revenues and available fund balances. Amendments include increases in legal services, utilities, and vehicle and facility repair and maintenance costs.

05/16/2024

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



City of Muscatine

ITEM NUMBER 2024-0192

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Second Reading of an Ordinance Amending the Zoning Ordinance of the City of Muscatine, Iowa (Rezoning at 910 E. 2nd St)

EXECUTIVE SUMMARY

A request to rezone 2.75 acres of City-owned property located at 910 E. 2nd Street (southwest corner of 2nd Street and Highway 92), from M-2 General Industrial & M-1 Lights Industrial to C-2 Central Commercial.

STAFF RECOMMENDATION

On April 9, 2024, the Planning and Zoning Commission voted 5-0 to recommend approval of this rezoning. A public hearing was held on May 2, 2024. Staff recommends approval on 2nd reading.

BACKGROUND/DISCUSSION

The Hawkeye Site is a 2.75-acre city-owned parcel on the banks of the Mississippi River at the mouth of Mad Creek. The City dewateres spoil generated by harbor dredging operations at this site. The site was previously used as a lumberyard for over 100 years before it was acquired by the City in 2004. The site is located in the floodplain and is occasionally impacted by flooding.

In 2004, as part of a larger package of riverfront improvements, the City assumed full control and responsibility, including dredging for the Harbor from the Federal Government. As part of this, the City purchased a dredge and the Hawkeye Site at this time, to be used as a location to dewater the spoils generated by dredging the Harbor.

The harbor is dredged using a floating hydraulic dredge operated by Water & Resource Recovery staff. The dredge spoil is pumped directly from the dredge to the Hawkeye Site through a permanently installed underground pipe. At the Hawkeye Site, large geotextile bags are filled with the spoil. The water slowly seeps out of the bags, leaving the solid dredge spoil behind. The bags are then cut open, and the dried-out spoil is piled up and eventually removed

from the site.

The Hawkeye Site's unique combination of size, riverfront location, and proximity to downtown and major employment centers, creates the potential for significantly more beneficial use of this site. However, realizing the full potential of this site would first require relocating the dredge spoil dewatering operations. By extending the existing underground pipe further up Mad Creek, to the public works yard or another upstream location, it would become possible to relocate dewater operations.

The relocation of dredge spoil dewatering operation would open up the Hawkeye Site for a use that is more impactful and beneficial to the community. It would also remove a highly visible eyesore from a gateway into the community and downtown. In addition, construction of an extension of the dredge spoil pipe could coincide with construction of a trail along Mad Creek extending upstream from the existing riverfront trail.

For these reasons, the City is actively a plan to relocate the dredge spoil dewatering operations which would make this site available for a more beneficial use. Currently, this site is primarily zoned M-2 General Industrial. The M-2 does not permit residential use. Any future redevelopment of this parcel would ideally include a mix of commercial and residential uses. As such, the City is proposing to rezone this area as C-2 Central Commercial, a zoning district that would support such a redevelopment.

Attracting more people to live in Muscatine, where they work, is a key strategy for spurring growth and maintaining community vibrancy. Developing housing to make this possible is critical. The Hawkeye Site's size and proximity to the riverfront, downtown, major employment centers, and the trail network create a unique opportunity for such development.

Redevelopment of the Hawkeye Site would require filling the site to 1 foot above base flood elevation, which is feasible and allowable with the appropriate permits. There has been active and credible interest in developing housing on the Hawkeye Site. However, without relocating the dredge spoil dewatering operations, any alternate use of the site is not possible.

Redevelopment of the Hawkeye Site would help achieve and advance multiple goals contained within the adopted Comprehensive Plan, Strategic Plan, Capital Improvement Plan, and Bike and Pedestrian Plan. These goals relate to workforce housing, gateway beautification and enhancement, infill development, and trail development.

Comprehensive Plan

Goal H.5 - Downtown Housing

"A strong residential component to downtown which provides residents an attractive lifestyle that includes the opportunity to bike or walk to meet their daily needs and carry out other activities. This lifestyle is attractive to people of all ages and incomes and facilitates a vibrant Downtown environment."

Goal LU.3 - Infill

"Increase new development (housing and commercial) on vacant lots in portions of the City already served by public infrastructure."

Goal T.13.F

"A trail running along Mad Creek from Washington Street connecting to the existing trail network at the riverfront."

Goal C.4 - Gateways

"Gateways into Muscatine will be attractive, contribute to improving the city's identity and help implement the master community image/appearance plan."

Goal ED.16 - Retain Within the Muscatine Economy a Greater Percentage of the Wages Paid by Muscatine Employers

"Grow the Muscatine economy by retaining within Muscatine more of the wages paid by Muscatine business establishments. By increasing the percentage of those who work in Muscatine also living in Muscatine over the next decade, a higher percentage of those dollars earned in Muscatine should be spent in Muscatine."

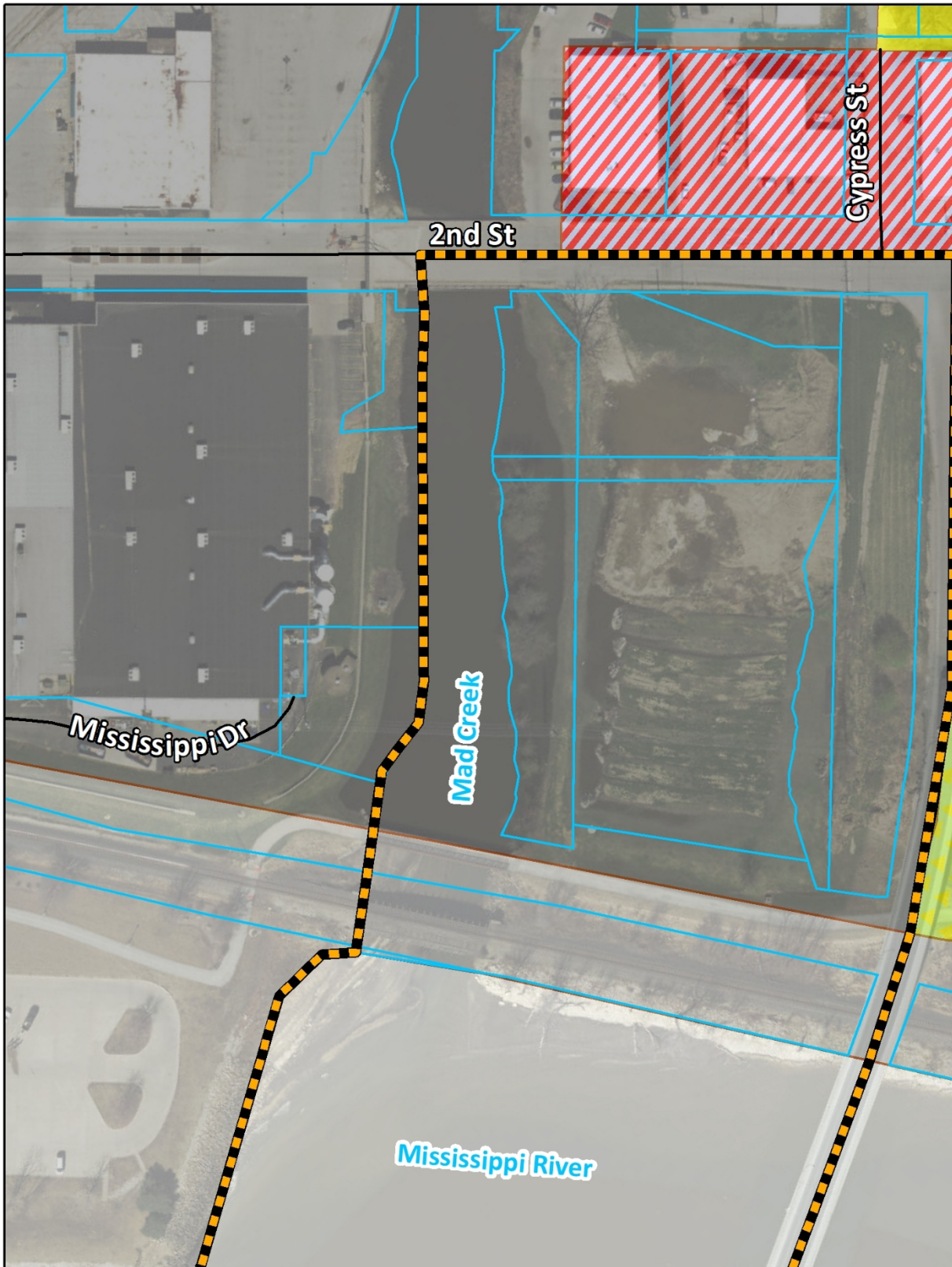
2021 Strategic Plan

Vibrant Community

"Enhance and improve the vitality of our community core and gateways including the Grandview Avenue Corridor, Park Avenue Corridor, Riverfront, and Downtown areas to support a thriving economy, vibrant neighborhoods, and a high quality of life and place."

Healthy Community

"Enhance Support a healthy community through the availability of quality affordable housing, outstanding recreational amenities, collaboration with community and healthcare partners, and opportunities for lifelong learning."



Area Proposed for Rezoning to C-2



Parcels

Current Zoning Districts



C-1 Neighborhood & General Commercial



M-1 Light Industrial



Rezoning Case #1

CITY FINANCIAL IMPACT

The redevelopment facilitated by this rezoning will ultimately create a positive financial impact on the City by increasing the tax base.

ATTACHMENTS

1. 910 E. 2nd St Rezoning Ordinance

ORDINANCE NO. 2024-0192

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF MUSCATINE, IOWA (REZONING AT 910 E. 2ND ST)**

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

Section 1. That the boundaries of the District Map, being a part of the Zoning Ordinance, which is Title Ten of the Ordinance of the City of Muscatine, Iowa, be and the same are, hereby amended to rezone the following described real estate, situated in the City and County of Muscatine, and State of Iowa, to-wit:

That territory bounded by a line extended as follows: beginning at a point of the intersection of the centerline of 2nd Street and the east bank of Mad Creek; thence easterly along the centerline of 2nd Street to an intersection with the centerline of Highway 92; thence southerly along the centerline of Highway 92 to an intersection with west bank of the Mississippi River; thence westerly along the west bank of the Mississippi River to an intersection with the east bank of Mad Creek; and thence northerly along the east bank of Mad Creek to the point of beginning.

Said real estate shall be rezoned from M-2 General Industrial and M-1 Light Industrial to C-2 Central Commercial District.

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed and this Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this 6th day of June, 2024.

CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

Attest:

By _____
Brad Bark, Mayor

Carol Webb, City Clerk

1st Reading May 2, 2024

2nd Reading May 16, 2024

3rd Reading June 6, 2024

Publication _____



City of Muscatine

ITEM NUMBER 2024-0193

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Second Reading of an Ordinance Amending Title 10, Chapter 12, Section 1 Of City Code
Allowing for a Portion of the Ground Floor to be Used for Residential Purposes in the C-2
Zoning District, Outside the Downtown Core

EXECUTIVE SUMMARY

An amendment to City Code to allow for a portion of the ground floor of structures to be used for residential purposes, for properties located in the C-2 zoning district outside the downtown core.

STAFF RECOMMENDATION

On April 9, 2024, the Planning and Zoning Commission voted 5-0 to recommend approval of this amendment. Staff also recommends approval.

BACKGROUND/DISCUSSION

Mixed use buildings, which include using a portion of the ground floor for residential purposes have become more common in recent years. Currently, Muscatine's zoning ordinance does not include a zoning district that would allow for such a structure by right. Either a variance or the approval of a specific development plan is required for zoning approval for such a building to be constructed.

Muscatine's zoning code currently restricts residential uses in C-2 Central Commercial zones to the second floor and above (Section 10-12-1(A)). This amendment proposes to address this by allowing some ground-floor areas to be used for residential purposes in designated areas, specifically outside the downtown core. This would facilitate redevelopment of key locations near the downtown core, such as the Hawkeye Site and Carver Corner, while preserving the character of the downtown itself.

The proposed amendment allows a portion, but not all, of the ground floor in C-2 zoned areas to be used for residential purposes. This targets areas near but outside of the downtown core, promoting mixed-use development at locations like the Hawkeye Site or Carver Corner. It

would only apply to future development in areas outside the downtown core, which is defined as the area bounded by Mississippi Drive, Oak Street, 5th Street, and Pine Street. Notably, all existing C-2 parcels already fall within this downtown core area and would not be affected by this amendment.

This amendment would accomplish this by adding the following as a permitted use in the C-2 zoning district (Section 10-12-1(I))

"Except for in the area bounded by Mississippi Drive, Oak Street, 5th Street, and Pine Street, a portion of the ground floor of a structure may be used for residential purposes, so long as another portion of the ground floor is being used for a permitted commercial use which is not solely composed of storage, parking, or any combination of the two. The commercial space must be of a size and configuration to make the commercial use of such space viable."

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ord_2024-0193 (4)

**CITY OF MUSCATINE
ORDINANCE 2024-0193**

**AN ORDINANCE AMENDING SECTION 1, CHAPTER 12, TITLE 10 OF CITY
CODE ALLOWING FOR A PORTION OF THE GROUND FLOOR TO BE USED
FOR RESIDENTIAL PURPOSES IN THE C-2 ZONING DISTRICT, OUTSIDE THE
DOWNTOWN CORE**

WHEREAS, Mixed use buildings, which include using a portion of the ground floor for residential purposes have become more common in recent years. Currently, Muscatine’s zoning ordinance does not include a zoning district that would allow for such a structure by right. Either a variance, or the approval of a specific development plan is required for zoning approval for such a building to be constructed

WHEREAS, , Muscatine's zoning code currently restricts residential uses in C-2 Central Commercial zones to the second floor and above (Section 10-12-1(A)). This amendment proposes to address this by allowing some ground-floor areas to be used for residential purposes in designated areas, specifically outside the downtown core. This would facilitate redevelopment of key locations near the downtown core, such as the Hawkeye Site and Carver Corner, while preserving the character of the downtown itself;

WHEREAS, The proposed amendment allows a portion, but not all, of the ground floor in C-2 zoned areas to be used for residential purposes. This targets areas near, but outside, the downtown core, promoting mixed-use development at locations like the Hawkeye Site or Carver Corner. It would only apply through future rezoning processes for areas outside the downtown core, defined as the area bounded by Mississippi Drive, Oak Street, 5th Street, and Pine Street. Notably, all existing C-2 parcels already fall within this downtown core area and would not be affected by this amendment;

WHEREAS, , the Planning and Zoning Commission on April 9, 2024 voted to recommend approval this proposed amendment to the C-2 zoning district; and

WHEREAS, a public hearing, on May 2, 2024, was conducted by the City Council of Muscatine prior to the adoption this ordinance.

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

SECTION 1: **AMENDMENT** “10-12-1 Permissive Uses” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10-12-1 Permissive Uses

- A. Any permissive use in the C-1 District.
- B. Printing or newspaper publishing plant.
- C. Hotel or motel.
- D. Laundry.
- E. Auto service station or automobile repair shop.
- F. Wholesale merchandising or storage warehouse.
- G. Public parking lot, customer, and other accessory parking area.
- H. Private club, fraternity, sorority, or lodge.
- I. Except for in the area bounded by Mississippi Drive, Oak Street, 5th Street, and Pine Street, a portion of the ground floor of a structure may be used for residential purposes, so long as another portion of the ground floor is being used for a permitted commercial use which is not solely composed of storage, parking, or any combination of the two. The commercial space must be of a size and configuration to make the commercial use of such space viable

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: 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.

SECTION 4: 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 2024-0194

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Carol Webb, City Administrator

SUBJECT

Request to Waive Third Reading and to Adopt on Second Reading, an Ordinance Repealing Title 1-10-2.E (1)(b) of the Muscatine City Code - Elected Official Communication with City Department Heads and Employees

EXECUTIVE SUMMARY

At the February 1 City Council regular meeting, City Council directed City staff to review City Code Chapter 1-10-2.E (1)(b) regarding elected official communication with City department directors and employees. A review was completed and staff presented a recommendation at the April 11 City Council meeting to repeal Chapter 1-10-2. E (1)(b) of the City Code regarding elected officials contact with staff and replace it with City Council guidelines and administrative policy. The City Council held a public hearing on the proposal at its May 2, 2024, meeting. The attached ordinance reflects the proposed change in the City Code. At the May 2, 2024, meeting, City Council requested to waive the third reading and to adopt on second and final reading at the May 16, 2024 meeting.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

At the February 1 City Council regular meeting, City Council directed City staff to review City Code Chapter 1-10-2.E (1)(b) regarding elected official communication with City department directors and employees. A review was completed and staff presented a recommendation at the April 11 City Council meeting to repeal Chapter 1-10-2. E (1)(b) of City Code regarding elected official contact with staff and replace it with City Council guidelines and administrative policy. The City Council held a public hearing on the proposal at its May 2, 2024 meeting. The attached ordinance reflects the proposed change in City Code.

CITY FINANCIAL IMPACT

There is not a financial impact associated with repealing this code section.

ATTACHMENTS

1. Ord_2024-0194

**CITY OF MUSCATINE
ORDINANCE 2024-0194**

**REPEAL OF CITY CODE CHAPTER 10-2-2.E(1)(B) REGARDING STAFF
COMMUNICATION WITH ELECTED OFFICIALS**

WHEREAS, the Muscatine City Council (the "City Council") is an elected legislative and deliberative public body, serving the citizens of Muscatine, Iowa; and

WHEREAS, the City Council employs a City Administrator to coordinate and direct all City services provided through the various City departments; and

WHEREAS, productive and appropriate communications between City staff and elected officials can support an effective and efficient organization and is supported by the City Council and the City Administrator; and

WHEREAS, the current code language has not provided productive guidance to both staff and elected officials regarding appropriate communications; and

WHEREAS, at City Council's April 11 in-depth Council meeting, the City Administrator recommended and City Council supported that administrative policy and Council guidance is a better tool to support productive and appropriate communications; and

WHEREAS, the guidance for Councilmembers includes not acting as a superior or supervisor to staff, not making commitments to staff for resources, and not giving any explicit or implied direction to staff; and

WHEREAS, the guidance for City Council also includes showing interest and support for staff and the work they do, reminding staff that they need to communicate through the City Administrator to City Council any concerns and requests, copying the City Administrator on any communications to City staff, coordinating any meetings, issues, or concerns through the City Administrator, and having casual communications with City staff on matters not related to City policies.

WHEREAS, City Council conducted a public hearing on May 2 to consider any public input on the proposed change in City Code;

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

SECTION 1: **REPEAL** "1-10-2 City Administrator" of the Muscatine Municipal Code is hereby *repealed* as follows:

BEFORE REPEAL

1-10-2 City Administrator

- A. **Establishment, Appointment, and Removal.** The office of the City Administrator is hereby created, which office shall be filled by a majority vote of the Council. The appointee shall hold office during the pleasure of the Council, and shall be subject to removal by a majority vote of the Council. He or she shall also be the City Clerk.
- B. **Qualifications.** The City Council shall appoint by majority vote a competent person on the basis of his or her qualifications as City Administrator.

(Code of Iowa, Section 372.13(4))

- C. **Excepted Appointment.** The City Administrator shall not be considered a department head.
- D. **Deputy City Clerk.** The City Administrator shall appoint a Deputy City Clerk to perform the duties of the City Clerk in the Administrator's absence and to perform other duties as assigned to him or her.
- E. **Duties and Responsibilities.** The City Administrator shall have the following duties:
 - 1. **Powers and Duties as City Administrator.**

a. The powers and duties of the City Administrator shall include:

- (1) Enforcement of all City laws and regulations as directed by the Council.
- (2) Administration of Council policies and directives.
- (3) Continuous study of the City government's operating procedures, organization, and facilities and to recommend fiscal and other policies to the Council whenever necessary.
- (4) Preparation and administration of the City's annual operating budget.
- (5) Supervision of the City's administrative policies and procedures, including personnel.
- (6) Keeping the Council informed on the progress of its programs and the status of its policies.
- (7) Coordinating and directing all City services provided through the various departments.
- (8) Appointment and removal of City employees in accordance with City policies regarding this activity.
- (9) Study possible joint arrangements with City boards such as, but not limited to, the Board of Water, Electric, and Communications Trustees or any other independent board and make recommendations for such arrangements as are mutually acceptable.
- (10) Assist the Mayor in any of his or her duties, as requested by him or her and approved by the Council.
- (11) Review and revise imposition of penalties, costs, fees, bond, and insurance requirements as set out in the Appendices to this Code of Ordinances.
- (12) Oversee daily operations of City and staff.

- b. Any elected official shall deal with City Department Heads and employees, who are subject to the direction and supervision of the City Administrator solely, through the City Administrator, and Council Members shall not give orders to any such Department Heads or employees either publicly or privately. All departmental activity requiring the attention of the Council shall be brought before that body by the City Administrator. Elected officials shall have access to department heads or staff employees for the purpose of open and two-way communications; however, any meetings, issues or concerns raised by department heads, staff or elected officials shall be brought to the attention of the City Administrator.

(Code of Iowa, Section 372.13(4))

2. Powers and Duties as Clerk.

- a. The Powers and Duties of the Clerk shall include:

- (1) **Record of Appointments on Boards.** It shall be the duty of the Clerk to keep a record of all appointments to all City Advisory Commissions and Boards. Such record must show the name, the period of the appointment, the date of its commencement and ending, by whom appointed, and the name of the board to which the appointment is made.

(Code of Iowa, Section 372.13(4))

- (2) **Publication of Minutes.** Within fifteen days following a regular or special meeting of the council, the clerk shall cause the minutes of the proceedings of the council, including the total expenditure from each city fund, to be published in a newspaper of general circulation in the city. The publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claims as required by Iowa Code, Section 372.13[6].

(Code of Iowa, Section 372.13(6))

- (3) **Recording Measures.** The clerk shall promptly record a statement with the measure, where applicable, indicating whether the mayor signed, vetoed, or took no action on the measure, and whether the measure was repassed after the mayor's veto.

(Code of Iowa, Section 380.7(2))

- (4) **Publication of Ordinances.** The clerk shall publish a summary of all ordinances or the complete text of ordinances and amendments in the manner provided in Section 362.3 of the Iowa Code.

(Code of Iowa, Section 380.7(3))

- (5) **Authentication of Measures.** The Clerk shall authenticate all measures except motions with the clerk's signature and certification as to time and manner of publication, if any. The clerk's certification is presumptive evidence of the facts stated therein.

(Code of Iowa, Section 380.7(4))

- (6) **Availability of Records.** The Clerk shall maintain for public use copies of all effective ordinances and codes.

(Code of Iowa, Section 380.7(5))

- (7) **Issuance of Licenses and Permits.** Except as otherwise provided, any person desiring a license or permit for any purpose from the City shall pay the requisite license fee to the Clerk, who shall thereupon issue the proper license.

AFTER REPEAL

1-10-2 City Administrator

- A. **Establishment, Appointment, and Removal.** The office of the City Administrator is hereby created, which office shall be filled by a majority vote of the Council. The appointee shall hold office during the pleasure of the Council, and shall be subject to removal by a majority vote of the Council. He or she shall also be the City Clerk.
- B. **Qualifications.** The City Council shall appoint by majority vote a competent person on the basis of his or her qualifications as City Administrator.

(Code of Iowa, Section 372.13(4))

- C. **Excepted Appointment.** The City Administrator shall not be considered a department head.
- D. **Deputy City Clerk.** The City Administrator shall appoint a Deputy City Clerk to perform the duties of the City Clerk in the Administrator's absence and to perform other duties as assigned to him or her.
- E. **Duties and Responsibilities.** The City Administrator shall have the following duties:
1. **Powers and Duties as City Administrator.**
 - a. The powers and duties of the City Administrator shall include:
 - (1) Enforcement of all City laws and regulations as directed by the Council.
 - (2) Administration of Council policies and directives.
 - (3) Continuous study of the City government's operating procedures, organization, and facilities and to recommend fiscal and other policies to the Council whenever necessary.
 - (4) Preparation and administration of the City's annual operating

budget.

- (5) Supervision of the City's administrative policies and procedures, including personnel.
 - (6) Keeping the Council informed on the progress of its programs and the status of its policies.
 - (7) Coordinating and directing all City services provided through the various departments.
 - (8) Appointment and removal of City employees in accordance with City policies regarding this activity.
 - (9) Study possible joint arrangements with City boards such as, but not limited to, the Board of Water, Electric, and Communications Trustees or any other independent board and make recommendations for such arrangements as are mutually acceptable.
 - (10) Assist the Mayor in any of his or her duties, as requested by him or her and approved by the Council.
 - (11) Review and revise imposition of penalties, costs, fees, bond, and insurance requirements as set out in the Appendices to this Code of Ordinances.
 - (12) Oversee daily operations of City and staff.
- b. ~~Any elected official shall deal with City Department Heads and employees, who are subject to the direction and supervision of the City Administrator solely, through the City Administrator, and Council Members shall not give orders to any such Department Heads or employees either publicly or privately. All departmental activity requiring the attention of the Council shall be brought before that body by the City Administrator. Elected officials shall have access to department heads or staff employees for the purpose of open and two-way communications; however, any meetings, issues or concerns raised by department heads, staff or elected officials shall be brought to the attention of the City Administrator.~~

(Code of Iowa, Section 372.13(4))

2. Powers and Duties as Clerk.

- a. The Powers and Duties of the Clerk shall include:
 - (1) **Record of Appointments on Boards.** It shall be the duty of the Clerk to keep a record of all appointments to all City Advisory Commissions and Boards. Such record must show the name, the period of the appointment, the date of its commencement and ending, by whom appointed, and the name of the board to which the appointment is made.

(Code of Iowa, Section 372.13(4))

- (2) **Publication of Minutes.** Within fifteen days following a regular or special meeting of the council, the clerk shall cause

the minutes of the proceedings of the council, including the total expenditure from each city fund, to be published in a newspaper of general circulation in the city. The publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claims as required by Iowa Code, Section 372.13[6].

(Code of Iowa, Section 372.13(6))

- (3) **Recording Measures.** The clerk shall promptly record a statement with the measure, where applicable, indicating whether the mayor signed, vetoed, or took no action on the measure, and whether the measure was repassed after the mayor's veto.

(Code of Iowa, Section 380.7(2))

- (4) **Publication of Ordinances.** The clerk shall publish a summary of all ordinances or the complete text of ordinances and amendments in the manner provided in Section 362.3 of the Iowa Code.

(Code of Iowa, Section 380.7(3))

- (5) **Authentication of Measures.** The Clerk shall authenticate all measures except motions with the clerk's signature and certification as to time and manner of publication, if any. The clerk's certification is presumptive evidence of the facts stated therein.

(Code of Iowa, Section 380.7(4))

- (6) **Availability of Records.** The Clerk shall maintain for public use copies of all effective ordinances and codes.

(Code of Iowa, Section 380.7(5))

- (7) **Issuance of Licenses and Permits.** Except as otherwise provided, any person desiring a license or permit for any purpose from the City shall pay the requisite license fee to the Clerk, who shall thereupon issue the proper license.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: 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.

SECTION 4: 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 2024-0210

AGENDA ITEM SUMMARY

DATE: 5/16/2024

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 \$1,993.80, the administrative fees are \$500.00, and the assessment fees are \$600.00. The total amount being requested for assessment at this time totals \$3,093.80.

STAFF RECOMMENDATION

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

BACKGROUND/DISCUSSION

The City's contractor has provided abatement services for nuisance and vegetation violations at the properties listed on the attachment. Dates of service are from September 2023 to February 2024. 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 October 2023 to March

2024. 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 Rental Facility License invoice sent 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 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 impact the general fund.

ATTACHMENTS

1. Council Special Assessments Report 05.16.2024
2. Council Resolution Special Assessments 05.16.2024

Special Assessments Report 5/16/2024 - Page 1

Parcel ID	Site Address	Owner Name	Date of Work	Service Type	Service Fee	Admin Fee	Assess Fee	Total Fee
0836153011	1001 E 6th St	ZAMARRIPA JAIME OR LETICIA	2/23/2024	Vegetation - Trees/Shrubs	\$60.70	\$75.00	\$50.00	\$185.70
0836106003	1110 E 10th St	RTI INVESTMENTS LLC	10/24/2023	Rental Facility License	\$94.00	\$25.00	\$50.00	\$169.00
0835179001	1117 Cedar St	KELLY TIMOTHY R OR STEPHANIE S	3/7/2024	Rental Failure to Show for Inspection	\$60.00	\$25.00	\$50.00	\$135.00
0826455015	1403 Oak St	RTI INVESTMENTS LLC	2/21/2024	Nuisance	\$152.90	\$75.00	\$50.00	\$277.90
1303227010	1603 Lucas St	VOLKL JOEY EUGENE	2/21/2024	Nuisance	\$278.50	\$75.00	\$50.00	\$403.50
0835408006	210 E 7th St	KELLY TIMOTHY R OR STEPHANIE S	11/8/2023	Rental Facility License	\$94.00	\$25.00	\$50.00	\$169.00
0835483012	215 E 2nd St	DRE GROUP LLC	2/23/2024	Rental Failure to Show for Inspection	\$180.00	\$25.00	\$50.00	\$255.00
1302204006	306 W 3rd St	ANDERSON JOSIAH M OR STEPHANIE K	2/21/2024	Nuisance	\$177.60	\$75.00	\$50.00	\$302.60
1310252002	34 Gas Lantern Sq	HUMBLE ELITE LLC	9/6/2023	Vegetation - Grass/Weeds	\$237.30	\$25.00	\$50.00	\$312.30
0835454023	510 Iowa Ave	TICO INVESTMENTS LLC	3/14/2024	Rental Failure to Show for Inspection	\$60.00	\$25.00	\$50.00	\$135.00
0835385003	608 W 7th St	APANTENCO ANTONIO	3/1/2024	Nuisance	\$223.80	\$25.00	\$50.00	\$298.80
1303479003	805 Liberty St	SCHELL JAMES W JR & MARCY	10/25/2023	Vegetation - Grass/Weeds	\$375.00	\$25.00	\$50.00	\$450.00

Grand Totals by Fee Type:	\$1,993.80	\$500.00	\$600.00	\$3,093.80
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Grand Totals by Service Type:	Nuisance Services	\$1,282.80
	Rental Services	\$863.00
	Vegetation Services	\$948.00

RESOLUTION NO. _____

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2024-0211

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution to Write Off Debts of Former Housing Tenants

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution authorizing the write-off of \$11,674.75 owed in unpaid rents, unpaid utilities, damages, and maintenance charges by former Clark House and Sunset Park tenants.

STAFF RECOMMENDATION

Staff recommends approval of the resolution to write-off debts of former housing tenants.

BACKGROUND/DISCUSSION

Every effort is made to collect rental payments and other monies owed to the Muscatine Municipal Housing Agency; however, there are times when tenants leave owing a debt. As a matter of good accounting, the City of Muscatine is directed to write off debts that are doubtful for collection.

The Housing Financial Analyst from the U.S. Department of Housing and Urban Development has recommended we not carry debts owed into the new fiscal year as it affects the Public Housing Assessment Score negatively, so the current list includes amounts owed as recently as March, 2024.

The attached resolution includes a list of eighteen former Clark House and Sunset Park tenants that owe money to the City. These amounts total \$11,674.75, which includes unpaid rents, unpaid utilities, damages, cleaning and maintenance charges.

CITY FINANCIAL IMPACT

While these amounts are recommended for write off this fiscal year, records of these amounts will be maintained and these amounts will be required to be paid back by these individuals before any future housing assistance would be available to them. These accounts will also be

turned over to MCOA, the City's collection agency, who will attempt to collect these amounts including listing these accounts on the State Income Offset program.

ATTACHMENTS

1. Hsg-AR Writeoff 5-25-23 Resolution (1)

RESOLUTION 2024-0211

**RESOLUTION TO WRITE OFF DEBTS OF CERTAIN
FORMER PUBLIC HOUSING TENANTS**

WHEREAS, some previous residents of the Clark House and Sunset Park incurred a debt to the Muscatine Municipal Housing Agency, and

WHEREAS, there is limited opportunity to collect those debts, and

WHEREAS, good accounting procedures direct the City to write off debts doubtful for collection,

NOW THEREFORE BE IT RESOLVED, that the City of Muscatine hereby writes off the debts listed below:

Tenant	Amount	Due For	Month/Year Vacated
Clark House:			
Reizer, Karen (Deceased)	\$ 323.87	Damages, Cleaning, Removal	5/31/2023
Connor, Cory	1,900.68	Rent, Damages, Cleaning, Repair	5/31/2023
Ramirez, M	408.05	Rent, Damages, Cleaning, Repair	6/30/2023
Henderson, C	43.44	Cleaning	7/6/2023
Fifield, C	1,465.79	Rent, Damages, Cleaning, Repair	7/31/2023
King, K	82.25	Cleaning, Damages	8/1/2023
Redepenning, R	961.75	Rent, Damages, Cleaning, Repair	8/1/2023
Boyd, S	377.92	Rent, Cleaning	8/3/2023
Phillips, J	220.62	Rent, Cleaning, Repair	8/3/2023
Taylor, J	506.44	Rent, Damages, Cleaning, Repair	10/23/2023
Hill, L	700.23	Rent, Damages, Cleaning, Repair	12/21/2023
Total-Clark House	\$ 6,991.04		
Sunset Park:			
Brockert, H	\$ 137.24	Damages, Cleaning	6/30/2023
Johnson, M	1,349.23	Rent, Damages, Cleaning	7/31/2023
Rosales, G	399.88	Damages, Cleaning	7/31/2023
Zamido, E	1,171.62	Rent, Damages, Cleaning, Repair	12/15/2023
Wilson, R	368.25	Utility Charge, Damages, Cleaning, Removal	1/1/2024
Spitznogle, C	1,257.49	Damages, Cleaning, unpaid rent	3/31/2024
Total-Sunset Park	\$ 4,683.71		
Total	\$ 11,674.75		

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

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

Brad Bark, Mayor

Attest:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2024-0217

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Resolution to Award Contract for Fulliam Avenue Reconstruction Phase 2 to Heuer Construction in the Amount of \$702,915.00

EXECUTIVE SUMMARY

Presented for Council's consideration is a resolution to award the contract for Fulliam Avenue Reconstruction, Phase 2 to Heuer Construction in the amount of \$702,915.00.

STAFF RECOMMENDATION

Adopt the resolution.

BACKGROUND/DISCUSSION

At 2:00 P.M. on May 7, 2024, bids were received for the Fulliam Ave Reconstruction Phase 2 project. The Engineer's Opinion of Probable Cost was \$860,000.00. Six bids were received for the project and all bidders were responsive. Bids received are summarized as follows:

1. Heuer Construction, Inc. Muscatine, Iowa \$702,915.00
2. All American Concrete, Inc. West Liberty, Iowa \$851,702.50
3. Langman Construction, Inc. Rock Island, Illinois \$859,695.40
4. N.J. Miller, Inc. Bettendorf, Iowa \$925,750.00
5. Boomerang Corp Anamosa, Iowa \$984,129.50
6. KE Flatwork Inc. Eldridge, Iowa \$1,169,428.85

The Base bid received from Heuer Construction, Inc., was 18% lower than the Engineer's Opinion of Probable Cost for the project. The bid received from Heuer Construction, Inc., was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked the references of this bidder and is satisfied with the responses given. Therefore, Bolton & Menk, Inc. recommends awarding the Fulliam Ave

Reconstruction project to Heuer Construction, Inc., of Muscatine, Iowa, for the total amount of \$702,915.00 (Seven Hundred Two Thousand, Nine Hundred Fifteen and 00/100 Dollars)

CITY FINANCIAL IMPACT

Funds are available from Road Use Tax in the Roadway Maintenance Budget.

ATTACHMENTS

1. award.res (3)

RESOLUTION NO. 2024-0217

AWARD CONTRACT FOR

Fulliam Avenue Reconstruction - Phase 2

WHEREAS, the following bid is determined to be the lowest responsible bid for the Fulliam Avenue Reconstruction - Phase 2 project.

<u>NAME & ADDRESS CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Heuer Construction, Inc. 2360 Blues Hwy Bypass 61 Muscatine, IA 52761	\$702,915.00

WHEREAS, that the Fulliam Avenue Reconstruction - Phase 2 project is awarded to the above-named contractor for \$702,915.00, 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 Fulliam Avenue Reconstruction - Phase 2 project, such contract not to be binding until approved by resolution of this Council.

NOW, THEREFORE, BE IT RESOLVED that the amount of the contractor's bond is fixed at \$702,915.00, which is one hundred percent of the contract price.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF MAY, 2024.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2024-0212

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Resolution Approving Contract and Bond with Heuer Construction for the Fulliam Avenue Reconstruction Project Phase 2

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution to approve the contract and bond with Heuer Construction for the Fulliam Avenue Reconstruction Project - Phase 2

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

At the May 16, 2024 City Council Meeting, the City Council approved the bid from Heuer Construction, Inc. Muscatine, Iowa of \$702,915.00. This resolution approves their contract and bond, which will allow them to perform the work on the project.

CITY FINANCIAL IMPACT

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

ATTACHMENTS

1. Fulliam Ave Contract and Bond
2. Approve Contract and Bond RES (3)

CONTRACT

Fulliam Ave Reconstruction - Phase 2
City of Muscatine
Muscatine, Iowa

THIS CONTRACT, made and entered into at _____ this _____ day of 2024, by and between the City of Muscatine hereinafter called the "Jurisdiction", and Heuer Construction, Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Fulliam Ave Reconstruction - Phase 2 as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Administrator, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Fulliam Ave Reconstruction - Phase 2

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Seven Hundred Two Thousand, Nine Hundred-Fifteen and 00/100 dollars (\$702,915.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

A. Completion Date

1. All work under the Contract must be substantially complete on or before August 16, 2024.

B. Liquidated Damage

1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$2,000 (Two Thousand Dollars) for each day the work remains incomplete.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Muscatine, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2 (two) years from and after acceptance of the work.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.
2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Muscatine

CONTRACTOR:

By

Dr. Brad Bark, Mayor (Signature)

Signature

ATTEST:

By:

Jamie Heuer

Contractor's Name (Printed/Typed)

President

Contractor's Title

2360 Bypass 61

Street Address

Muscatine, IA 52761

City, State, Zip Code

563-264-8533

Telephone

Carol Webb, City Administrator
(Signature)

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor has provided its Public Registration No.C0954-45 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

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

CORPORATE ACKNOWLEDGMENT

State of IOWA)
) SS
Muscatine County)

On this 10 day of May, 2024, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Jamie Heuer and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jamie Heuer and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of IOWA

My commission expires

Crystal Gute
8-1-24

20, _____



Crystal Gute
Commission Number 742010
My Commission Expires
8-1-24

City of Muscatine - 0G1.133022

April 5, 2024

CONTRACT

PAGE 00500-3

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

Fulliam Ave Reconstruction - Phase 2
City of Muscatine
Muscatine, Iowa

Bid Items and Quantities

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING	LS	1	\$250.00	\$250.00
2	TOPSOIL, ON-SITE	CY	200	\$7.00	\$1,400.00
3	TOPSOIL, OFF-SITE	CY	50	\$40.00	\$2,000.00
4	EXCAVATION, CLASS 10	CY	920	\$8.00	\$7,360.00
5	EXCAVATION, CLASS 13	CY	30	\$18.00	\$540.00
6	BELOW GRADE EXCAVATION (CORE OUT)	CY	20	\$20.00	\$400.00
7	SUBGRADE PREPARATION	SY	3,450	\$1.50	\$5,175.00
8	SUBGRADE TREATMENT, GEOGRID, TYPE 1	SY	3,450	\$1.25	\$4,312.50
9	SUBBASE, MODIFIED, 12-INCH	SY	3,450	\$12.50	\$43,125.00
10	REMOVAL OF STRUCTURE, MANHOLE	EA	1	\$250.00	\$250.00
11	REMOVAL OF STRUCTURE, INTAKE	EA	6	\$400.00	\$2,400.00
12	SUBGRADE COMPACTION TESTING	LS	1	\$1,500.00	\$1,500.00
13	STORM SEWER, TRENCHED, RCP, 15-INCH	LF	120	\$95.00	\$11,400.00
14	STORM SEWER, TRENCHED, RCP, 18-INCH	LF	600	\$90.00	\$54,000.00
15	STORM SEWER, TRENCHED, RCP, 24-INCH	LF	60	\$125.00	\$7,500.00
16	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36-INCH DIA.	LF	150	\$5.00	\$750.00
17	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	345	\$10.00	\$3,450.00
18	SUBDRAIN, CASE B, TYPE 1, 6-INCH	LF	820	\$12.00	\$9,840.00
19	SUBDRAIN CLEANOUT, TYPE B	EA	5	\$150.00	\$750.00
20	SUBDRAIN OUTLETS AND CONNECTIONS, 6-INCH	EA	14	\$125.00	\$1,750.00
21	CIPP MAIN LINING, SANITARY SEWER, 12-INCH	LF	50	\$320.00	\$16,000.00
22	CIPP MAIN LINING, STORM SEWER, 24-INCH	LF	80	\$320.00	\$25,600.00
23	WATER MAIN, TRENCHED, DI W/NITRILE GASKETS, 6-INCH	LF	265	\$101.00	\$26,765.00
24	FITTINGS, DUCTILE IRON	LB	685	\$9.00	\$6,165.00
25	WATER SERVICE STUB, TRENCHED, COPPER, 1-INCH	EA	2	\$1,500.00	\$3,000.00
26	WATER SERVICE CURB STOP AND BOX, LOCKING LID	EA	1	\$300.00	\$300.00
27	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 20-INCH DIA.	LF	235	\$5.00	\$1,175.00
28	VALVE, GATE, 6-INCH	EA	1	\$2,000.00	\$2,000.00
29	TAPPING VALVE ASSEMBLY, 6-INCH	EA	6	\$5,000.00	\$30,000.00
30	VALVE BOX EXTENSION	EA	2	\$200.00	\$400.00
31	VALVE BOX REPLACEMENT	EA	1	\$400.00	\$400.00
32	VALVE REMOVAL, LESS THAN OR EQUAL TO 12-INCH	EA	1	\$100.00	\$100.00
33	STORM MANHOLE, SW-401, 60-INCH	EA	1	\$5,500.00	\$5,500.00
34	INTAKE, SW-507	EA	9	\$5,500.00	\$49,500.00
35	INTAKE, SW-509	EA	2	\$6,500.00	\$13,000.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
36	INTAKE, SW-510	EA	1	\$7,450.00	\$7,450.00
37	MANHOLE ADJUSTMENT, MINOR	EA	2	\$900.00	\$1,800.00
38	MANHOLE ADJUSTMENT, MAJOR	EA	1	\$1,750.00	\$1,750.00
39	REMOVE INTAKE	EA	1	\$500.00	\$500.00
40	PAVEMENT, PCC, 8-INCH	SY	3,000	\$72.25	\$216,750.00
41	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$750.00	\$750.00
42	REMOVAL OF SIDEWALK	SY	175	\$10.00	\$1,750.00
43	REMOVAL OF DRIVEWAY	SY	175	\$10.00	\$1,750.00
44	SIDEWALK, PCC, 5-INCH	SY	135	\$91.00	\$12,285.00
45	SIDEWALK, PCC, 6-INCH	SY	70	\$95.50	\$6,685.00
46	DETECTABLE WARNING	SF	64	\$40.00	\$2,560.00
47	DRIVEWAY, PAVED, PCC, 6-INCH	SY	190	\$95.00	\$18,050.00
48	PAVEMENT REMOVAL	SY	3,000	\$6.00	\$18,000.00
49	TEMPORARY TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00
50	REMOVE AND REINSTALL TRAFFIC SIGNS	LF	4	\$400.00	\$1,600.00
51	SOD	SQ	100	\$98.00	\$9,800.00
52	SWPPP PREPARATION	LS	1	\$1,500.00	\$1,500.00
53	SWPPP MANAGEMENT	LS	1	\$1,500.00	\$1,500.00
54	FILTER SOCK, COMPOST, 12-INCH	LF	1,250	\$4.50	\$5,625.00
55	FILTER SOCKS, REMOVAL	LF	1,250	\$0.25	\$312.50
56	INLET PROTECTION DEVICE	EA	12	\$150.00	\$1,800.00
57	INLET PROTECTION DEVICE, MAINTENANCE	EA	36	\$40.00	\$1,440.00
58	CONSTRUCTION SURVEY	LS	1	\$13,700.00	\$13,700.00
59	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
60	MAINTENANCE OF POSTAL SERVICE	LS	1	\$1,500.00	\$1,500.00
61	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$1,500.00	\$1,500.00
62	CONCRETE WASHOUT	LS	1	\$500.00	\$500.00
TOTAL - BASE BID					\$ 702,915.00

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Fulliam Ave Reconstruction - Phase 2
City of Muscatine
Muscatine, Iowa

KNOW ALL BY THESE PRESENTS:

That we, Heuer Construction, Inc., as Principal (hereinafter the
"Contractor" or "Principal" and United Fire & Casualty Company, as Surety are held and firmly bound
unto City of Muscatine, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"),
and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of
Seven Hundred Two Thousand, Nine Hundred Fifteen and 00/100 DOLLARS
(\$ 702,915.00), lawful money of the United States, for the payment of which sum, well and truly to be
made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction,
bearing date the _____ day of _____, 2024, hereinafter the "Contract" wherein said Contractor
undertakes and agrees to construct the Fulliam Ave Reconstruction - Phase 2 project in Muscatine, Iowa.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and
workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of
acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall
continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this
Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant,
condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced
improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction
by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default
or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or
employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account
of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline,
repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same
are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the
improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of
said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and
Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this
reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

Not Required

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

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Heuer Construction, Inc.

Contractor

By: _____

Signature

Title

Jamie Heuer

President

SURETY:

United Fire & Casualty Company

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Sara Huston

Name of Attorney-in-Fact Officer & IA Resident Agent

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

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

(original on file at Home Office of Company – See Certification)

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

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

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

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

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

“Article VI – Surety Bonds and Undertakings”

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022



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

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she 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 she 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 she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 2024



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

RESOLUTION 2024-0212

**APPROVING CONTRACT AND BOND
FULLIAM AVENUE RECONSTRUCTION PROJECT – PHASE 2**

WHEREAS, this Council has awarded the contract for the Fulliam Avenue Reconstruction Project – Phase 2 to Heuer Construction , Inc. dated the 16th day of May 2024, in the amount of \$702,915.00; 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 Heuer Construction, Inc. dated the 16th day of May, 2024, in the amount of \$702,915.00 is approved.
2. The performance bond accompanying such contract, wherein Heuer Construction, Inc. appears as principal and United Fire & Casualty appears as surety, is approved.

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

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator



City of Muscatine

ITEM NUMBER 2024-0213

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Authorizing the Execution of a Special Warranty Deed to Said Described Real Estate Located at 6208 41st St S.

EXECUTIVE SUMMARY

The City of Muscatine has accumulated several parcels deemed surplus. On February 18, 2021, the City Council declared the property at 6208 41st St S as surplus and authorized its sale via closed bid auction. Jacob Eberle, an adjoining property owner, submitted the winning bid of \$13,000. Mr. Eberle plans to expand his existing property and build a garden. This resolution authorizes the execution of a deed to complete the sale.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution to accept the bid and authorize the sale of the real estate located at 6208 41st St S

BACKGROUND/DISCUSSION

In 2011, the City of Muscatine demolished an abandoned and unsafe house at 6208 41st Street South. Unpaid demolition costs, which were assessed against the property, led to a tax sale, but the property received no bids for several years. Consequently, the county held the tax certificate until 2017, when the Board of Supervisors assigned it to the City. The City then filed for a tax deed and acquired ownership of the parcel.

To return unused city-owned parcels to the tax rolls, the property was declared surplus in February 2021. A closed bid auction on May 7th yielded a single bid of \$13,000 from adjacent owner Jacob Eberle. He plans to expand his yard and create a garden. The sale price exceeds the current assessed value of \$12,080.

The City Council must now approve the sale and execute the deed.

CITY FINANCIAL IMPACT

In addition to the \$13,000 in proceeds generated by the sale of this parcel, the sale would reduce City maintenance costs and increase property tax revenue, creating a positive financial impact on the City.

ATTACHMENTS

1. Deed 6208 41st St S - Eberle
2. Resolution Approving Deed to Convey 6208 41st St S - Eberle (2)

Prepared by: April Limburg, 215 Sycamore Street, Muscatine, IA 52761; 563.262.4141
Return and Tax Statement to: Jacob Eberle, 6206 41st St S Muscatine, IA 52761

SPECIAL WARRANTY DEED

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

The North 150 Feet of Lot 2 of Olive Branch Subdivision of a part of the Northeast Quarter of the Northeast Quarter of Section 19, Township 76 North, Range 2 West of the 5th Principal Meridian, in Muscatine County, Iowa

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

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

IN WITNESS WHEREOF, the City of Muscatine, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Administrator and its seal to be affixed on May 16, 2024.

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 _____, 2024, by Dr. Brad Bark and Carol Webb as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa.

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

RESOLUTION NO. 2024-0213

A Resolution Authorizing the Execution of a Special Warranty Deed to Said Described Real Estate located at the 6208 41st St S

WHEREAS, a Resolution was adopted by the City Council of the City of Muscatine, Iowa, on February 18, 2021, concerning the proposed sale of all the City's rights, title, and interest in and to the real property described in the copy of the Deed "Exhibit A" to this Resolution and incorporated by reference; and

WHEREAS, adoption was subsequent to a legally noticed public hearing which provided those interested in the proposed sale, both for and against, an opportunity to be heard with respect thereto and have presented their views to the City Council; and

WHEREAS, said property was offered for sale via a request for proposals that closed May 7, 2023; and

WHEREAS, one proposal for the purchase of the property at 6208 41st Street South was received from Jacob Eberle for \$13,000.

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

1. The City of Muscatine, Iowa, will sell and convey its rights, title, and interest in and to the real property described in the copy of the deed attached to this Resolution marked "Exhibit A" to Jacob Eberle.
2. The deed will be delivered upon receipt of \$13,000.
3. The deed will be in the name of the City of Muscatine, Iowa; will be signed by the Mayor and attested by the City Clerk; and will be in substantially the same form as the copy of the deed attached as "Exhibit A" to this Resolution.
4. Any Resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

PASSED, APPROVED AND ADOPTED this 16th day of May, 2024.

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

Attest:

Dr. Brad Bark, Mayor

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2024-0221

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Resolution Accepting Completed Work for the Taylor Park Pickleball Court Project.

EXECUTIVE SUMMARY

Presented for Council's consideration is a Resolution to Accept the Completed Work for the Taylor Park Pickleball Court Project in the amount of \$392,852.91. The awarded project amount was \$429,584.00. There was one change order for a deduction of \$3,215.62. In addition, the retainage on the project of \$20,676.47, will be kept by the City for a final project cost of \$392,852.91.

STAFF RECOMMENDATION

Adopt the resolution

BACKGROUND/DISCUSSION

The City has completed final inspection of the project and has deemed it to be in general conformance to the approved plans and specifications. The original contract with All American Concrete, Inc. was for the amount of \$429,584.00. There was 1 Change Order to the contract for a deduct of \$3,215.62. The total adjusted contract amount was \$426,368.38. The actual construction cost for this project was \$413,529.38, which is 96.3% of the original contract. The retainage on this project is \$20,676.47. There has been a dispute with All American Concrete regarding some of the work performed. Both All American Concrete and the City of Muscatine deny responsibility for any defects. All American Concrete proposed that the City retain the retainage amount of the contract to resolve the parties' differences. Their retainage amount at issue would be \$20,676.47.

Staff recommends Council approve the attached Resolution Accepting Completed Work and withhold the retainage in accordance with the agreement with All American Concrete's letter proposing that resolution.

CITY FINANCIAL IMPACT

Funds for this project were from the Southend Settlement Project Fund

ATTACHMENTS

1. Pickeball Courts
2. Muscatine Taylor Park Letter

RESOLUTION NO. 2024-0221

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED UNDER
TAYLOR PARK PICKLEBALL COURT PROJECT
AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Taylor Park Pickleball Court Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with All American Concrete, Inc. for \$429,584.00; with one change order reducing the amount to \$426,368.38; and

WHEREAS, the City accepts the completed work on this project subject to the following conditions: the City and All American Concrete Inc. agree that the City has paid \$392,852.91 to date and shall not pay the retainage amount of \$20,676.47 that might otherwise be due and owing under the construction contract; and

WHEREAS, the City and All American Concrete Inc. agree to this course of action to resolve any disputes related to the work, and All American Concrete Inc. accepted these terms, pursuant to a letter provided to the City Engineer; and

WHEREAS, All American Concrete (and its subcontractors) will not be responsible for any further work under the contract; and

WHEREAS, the City shall perform such additional work or corrections as necessary using the retainage funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of \$0.00 to All American Concrete, Inc. for completed and accepted work under the Taylor Park Pickleball Court Project.

PASSED, APPROVED, ADOPTED THIS 16th DAY OF MAY, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Dr. Brad Bark, Mayor

Carol Webb, City Clerk



1489 Highway 6
West Liberty, IA 52776
Phone 319.627.2226
Fax 319.627.2227
office@aaconcreteinc.com

Kevin Coon

City of Muscatine

1459 Washington Street

Muscatine, IA 52761

Dear Mr. Coon,

All American Concrete understands the City has had an issue with rust spots on the pickle ball court at Taylor Park. We do not agree with the determination that the City of Muscatine and the engineer have made, and we have consulted legal council and believe that forfeiting the retainage would be a more amicable solution to resolve the issue. Legal proceedings will only drag out the process and proving innocence could cost as much as the City's proposed solution.

Based on our discussions last year and this spring our understanding is the city is offering to keep the project retainage in exchange for accepting the work as is with no further action required by All American Concrete or any of our subcontractors with the understanding that the city intends to use the money withheld for repairs of their own design and outside of our responsibility.

We accept the terms of the above defined agreement.

Respectfully,

Ryan Bowers, AACI



City of Muscatine

ITEM NUMBER 2024-0199

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 and providing for the levy of taxes to pay the same

EXECUTIVE SUMMARY

At the May 2, 2024 meeting, City Council set May 16, 2024 as the date for acceptance of bids for the May 2024 bond issue. Bids on the bonds will be received until 10:00 a.m. on May 16. Susanne Gerlach of Public Financial Management (PFM), the City's Financial Advisor for the bond issue, will make a report to City Council of the bids received, the recommended successful bidder, and the bond rating Moody's Investors Service assigned to the City for the bond issue. The City was notified on May 7, that Moody's maintained the City's Aa2 bond rating for this issue. City Council will then consider the Resolution to award the bid on the bonds.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

BACKGROUND/DISCUSSION

At the May 2, 2024 meeting, City Council set May 16, 2024 as the date for acceptance of bids on the bonds. This Resolution also authorized the use of a Preliminary Official Statement (POS) in connection with the bond issue.

Bids on the bonds will be received until 10:00 a.m. on May 16, 2024. Susanne Gerlach of Public Financial Management (PFM), the City's Financial Advisor for the bond issue, will make a report to City Council at the regular City Council meeting that evening of the bids received and the recommended successful bidder. City Council will then consider the Resolution to award the bid on the bonds.

This bond issue will fund the projects listed on the first attachment to this agenda item summary.

CITY FINANCIAL IMPACT

The City's fiscal year 2024/2025 budget was based on this \$4,880,000 bond issue and the estimated debt payments for 2024/2025 are included in the budget. Even with adding this bond issue, the City was able to reduce the debt service tax levy rate from \$2.04192 per \$1,000 of valuation to \$1.98512 per \$1,000 for 2024/2025.

ATTACHMENTS

1. Project List for 2024 Bond Issue
2. FINAL CDC - over \$10 Million (2019 Version) (Muscatine 421464-74) 2024-v1
3. UMB Updated Reg PA (Muscatine 421464-74) 2024-v1
4. Loan Agreement (Muscatine 421464-74) 2024-v1
5. Sale Iss GO CP LA (Muscatine 421464-74) 2024-v5 (3)

City of Muscatine
Projects to be Funded from the May 2024 Bond Issue
1/25/2024

	2024 Bond Requirements
Community Development:	
Building Demolition Projects	\$ 200,000
Parks:	
Soccer Fields #1 - #6 Irrigation System Improvements	221,000
Weed Park Lagoon Bank Stabilization Project	500,000
Indoor Sports Dome (Local Share)	700,000
Deferred Building Maintenance Projects:	
Roofs, Windows, Doors, etc.	260,000
Airport Projects:	
Taxiway Widening Project (Local Share)	49,000
Relocate Fuel System Phase 1 (Local Share)	100,000
Airport Snow Removal Equipment	-
Lights, PAPIs, and REILs for Runway 12/30 (Local Share)	65,000
Relocate Jet A Fuel Tank (Local Share)	80,000
Police Department:	
Training Facility (Shooting Range, etc.) - City's 50% Share	700,000
Fire Department:	
Fire Engine	918,000
New Ambulance	280,000
Public Works Department:	
Vehicle Wash Bay - Local Share	205,000
Public Works Fuel Tank and Pump Replacements	500,000
Estimated Total Bond Issue (Before Issuance Costs)	\$ 4,778,000
Estimated Bond Issuance Costs/Underwriters Discount	102,000
Estimated Total Bond Issue	\$ 4,880,000

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Muscatine, Iowa (the “Issuer”), in connection with the issuance of \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 (the “Bonds”), dated June 5, 2024. The Bonds are being issued pursuant to a resolution of the Issuer approved on May 16, 2024 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by

State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Property Valuations
Larger Taxpayers
Debt Limit
Direct Debt
Levies & Tax Collections
Tax Rates

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer

has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 5, 2024

CITY OF MUSCATINE, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 5, 2024 (the “Dated Date”) by and between the City of Muscatine, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Muscatine, Iowa Attn: City Clerk City Hall 215 Sycamore Muscatine, Iowa 52761-3840
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF MUSCATINE, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

LOAN AGREEMENT

This Loan Agreement is entered into as of June 5, 2024 by and between the City of Muscatine, Iowa (the “City”), and BOK Financial Securities, Inc., Milwaukee, Wisconsin (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$4,880,000 and the City’s obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2024 (the “Bonds”) in the aggregate principal amount of \$4,880,000.

2. The City has adopted a resolution on May 16, 2024 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City’s obligation to repay the amounts payable hereunder. The Bonds shall be dated June 5, 2024, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MUSCATINE, IOWA

By _____
Mayor

Attest:

City Clerk

BOK FINANCIAL SECURITIES, INC.
Milwaukee, Wisconsin

By _____
(Signature)

(Print Name and Title)

May 16, 2024

Via Email

Carol Webb
City Administrator/City Hall
Muscatine, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2024
Our File No. 421464-74

Dear Carol:

We have prepared and attach final proceedings to be used at tonight's City Council meeting to enable the Council to adopt the resolution (the "Resolution") approving the Loan Agreement, reflecting the sale of the General Obligation Corporate Purpose Bonds, Series 2024 (the "Bonds") and providing for the issuance of the Bonds.

The proceedings attached include the following items:

1. Minutes of the meeting reporting the bids received for the Bonds, followed by the Resolution awarding and issuing the Bonds.

The blanks in the form of Bond, the form of Certificate of Authentication and the form of Assignment included as part of the Resolution should not be completed or executed.

2. Attestation Certificate with respect to the validity of the transcript.

3. County Filing Certificate. A certified copy of the Resolution must be filed with the Muscatine County Auditor, and we have prepared a form of certificate to be signed by the Auditor relating to the filing of a certified copy of the Resolution in that office.

As provided in the earlier pre-levy Resolution and in the attached Resolution, continuing in the 2025-2026 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Also attached is a Loan Agreement for execution by the Mayor and City Clerk. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us **as soon as available** for inclusion with the closing materials.

We are also attaching a Continuing Disclosure Certificate for the Mayor and City Clerk to sign. Please retain one executed copy for the City's records and return one copy to us via email **as soon as available**.

Finally, we are attaching a Registrar and Paying Agent Agreement for the Mayor and the City Clerk to sign. Please print a copy for execution, after which it should be returned to us via email **as soon as available**, so that we may forward it to UMB Bank, n.a. for signature prior to closing.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Nancy Lueck
PFM Financial Advisors LLC
Diana VanVleet
BOK Financial Securities, Inc.

MINUTES TO AUTHORIZE SALE AND
ISSUANCE OF BONDS

421464-74

Muscatine, Iowa

May 16, 2024

The City Council of the City of Muscatine, Iowa, met on May 16, 2024, at _____
o'clock ____ .m., at the _____, Muscatine,
Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of General Obligation Corporate Purpose Bonds, Series 2024 to be issued in
evidence of the City's obligation under a loan agreement, the Mayor announced that bids had
been received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the
minutes, as follows:

Name and Address of Bidder

Final Bid (interest cost)

(Attached bid tabulation)

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 and providing for the levy of taxes to pay the same

WHEREAS, the City of Muscatine (the “City”), in Muscatine County, State of Iowa, proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (a) undertaking lagoon-bank stabilization improvements; (b) undertaking improvements to, and acquiring equipment for, the municipal airport; (c) acquiring a fire truck; (d) acquiring an ambulance; (e) undertaking nuisance abatement and demolition projects for dangerous and dilapidated properties; and (f) constructing and equipping replacement training facilities for the municipal police department resulting from disaster damage to existing facilities (the “Essential Purpose Projects”), and has published notice of the proposed action and has held a hearing thereon on March 7, 2024; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of installing fuel tank and pump replacements for the municipal public works department (the “General Purpose Project #1”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 7, 2024, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #2”) and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing, furnishing and equipping the Indoor Sports Dome, a municipal parks and recreation facility (the “General Purpose Project #2”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 7, 2024, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #3”) and, together with the Essential Purpose Loan Agreement, General Purpose Loan Agreement #1 and General Purpose Loan Agreement #2, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (a) undertaking irrigation improvements to the Sports Field Complex, a municipal parks and recreation facility; (b) constructing repairs and improvements to municipal buildings (including roofing, windows and doors); and (c) constructing a vehicle wash-bay for the

municipal public works department (the “General Purpose Project #3” and together with the Essential Purpose Projects, the General Purpose Project #1 and the General Purpose Project #2, the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 7, 2024, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City has combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2024 (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City’s obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of BOK Financial Securities, Inc., Milwaukee, Wisconsin (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$4,880,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$4,880,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated June 5, 2024, shall be issued in the denomination of \$5,000 each or any integral multiple

thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2025	\$100,000	5.00%	2030	\$550,000	5.00%
2026	\$355,000	5.00%	2031	\$580,000	5.00%
2027	\$360,000	5.00%	2032	\$605,000	5.00%
2028	\$500,000	5.00%	2033	\$640,000	5.00%
2029	\$525,000	5.00%	2034	\$665,000	4.00%

Section 4. UMB BANK, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 and 2034, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an

interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
MUSCATINE COUNTY
CITY OF MUSCATINE

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	June 5, 2024	627236 _____

The City of Muscatine (the “City”), in Muscatine County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB BANK, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2024 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 5, 2024 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (a) undertaking lagoon-bank stabilization improvements; (b) undertaking improvements to, and acquiring equipment for, the municipal airport; (c) acquiring a fire truck; (d) acquiring an ambulance; (e) undertaking nuisance abatement and demolition projects for dangerous and dilapidated properties; (f) constructing and equipping replacement training facilities for the municipal police department resulting from disaster damage to existing facilities; (g) installing fuel tank and pump replacements for the municipal public works department; (h) constructing, furnishing and equipping the Indoor Sports Dome, a municipal parks and recreation facility; (i) undertaking irrigation improvements to the Sports Field Complex, a municipal parks and recreation facility; (j) constructing repairs and improvements to

municipal buildings (including roofing, windows and doors); and (k) constructing a vehicle wash-bay for the municipal public works department.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on May 16, 2024, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 and 2034, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Muscatine, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 5, 2024.

CITY OF MUSCATINE, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)

Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$5,346,883.20), including the original issue premium (\$466,883.20), (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$44,135.25) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$5,245,247.95) (the “Project Proceeds”) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects, and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$57,500) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$587,350;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$574,600;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$696,600;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$696,600;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$695,350;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$697,850;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$693,850;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$698,600; and

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$691,600.

(Such taxes being supplemental and additional to taxes
previously authorized by the City for this purpose for
collection in the fiscal year beginning July 1, 2024)

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Muscatine County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved May 16, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
MUSCATINE COUNTY SS:
CITY OF MUSCATINE

I, the undersigned, City Clerk of the City of Muscatine, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

MUSCATINE COUNTY

I, the undersigned, County Auditor of Muscatine County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Muscatine filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on May 16, 2024, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$4,880,000 General Obligation Corporate Purpose Bonds, Series 2024 and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2024.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor



City of Muscatine

ITEM NUMBER 2024-0223

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Supporting an Application to the Iowa Economic Development Authority by Build to Suit, LLC for Workforce Housing Credits for the Proposed Redevelopment of the Former Hawkeye Lumberyard at 910 E. 2nd Street

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution of support for an application to the Iowa Economic Development Authority (IEDA) by Build to Suit, LLC (BTS) for redevelopment of the former Hawkeye Lumberyard site at 910 E 2nd Street. The resolution identifies BTS as the City's preferred developer, and outlines the terms of support required to meet IEDA requirements for consideration under the Workforce Housing Tax Credit Program.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution as submitted.

BACKGROUND/DISCUSSION

The City assumed control of 910 E 2nd Street ("The Hawkeye Site") in 2004. Located on the banks of the Mississippi River at the mouth of Mad Creek, the site was previously used as a lumberyard for over 100 years before it was acquired by the City and today is used to dewater the dredge spoils from harbor dredging operations. The Hawkeye Site is the entrance to Muscatine on Highway 92 from Illinois and into our downtown from the east. Unfortunately, the dewatering operations do not leave it in the most welcoming state.

The Hawkeye Site's unique combination of size, riverfront location, and proximity to downtown and major employment centers, creates the potential for significantly more beneficial use of this site. The site is also within the area identified for Workforce Housing Tax Credits preference points as a result of the City being Designated an Iowa Thriving Community.

Council has recently approved actions necessary to make the site development ready, including approving an engineering contract to evaluate the feasibility of relocating the dewatering

operation (September 14) and hiring a survey firm to prepare documents required to pursue a conditional letter of map revision (CLOMR) from the Federal Emergency Management Agency (FEMA) to confirm the placement of fill on the site would allow for its removal from the floodplain (April 4).

Subsequently, staff prepared and released a request for proposals (RFP) for the redevelopment of the site. The RFP was published on the City's website and sent directly to 53 individuals representing developers in the region. A non-mandatory pre-proposal meeting was held April 25, with 4 developers in attendance. However, only 1 response was received.

BTS is proposing to construct a \$11.55 million mixed use building that will include 65 market rate apartments and limited first floor commercial space. If BTS is awarded tax credits for the project in the 2024 cycle, they anticipate construction beginning in April 2025 and be completed within 12 months. The proposed purchase is proposed not to exceed \$500,000 and to reimburse the City for raising the site out of the flood plain, but will be negotiated upon an award of tax credits. The developer is also requesting Tax Increment Financing at 90% for 15 years, an estimated value of \$1.5 million.

The proposed project will support Council's goal to create attractive entryways into the City and provide workforce housing to support a vibrant community.

CITY FINANCIAL IMPACT

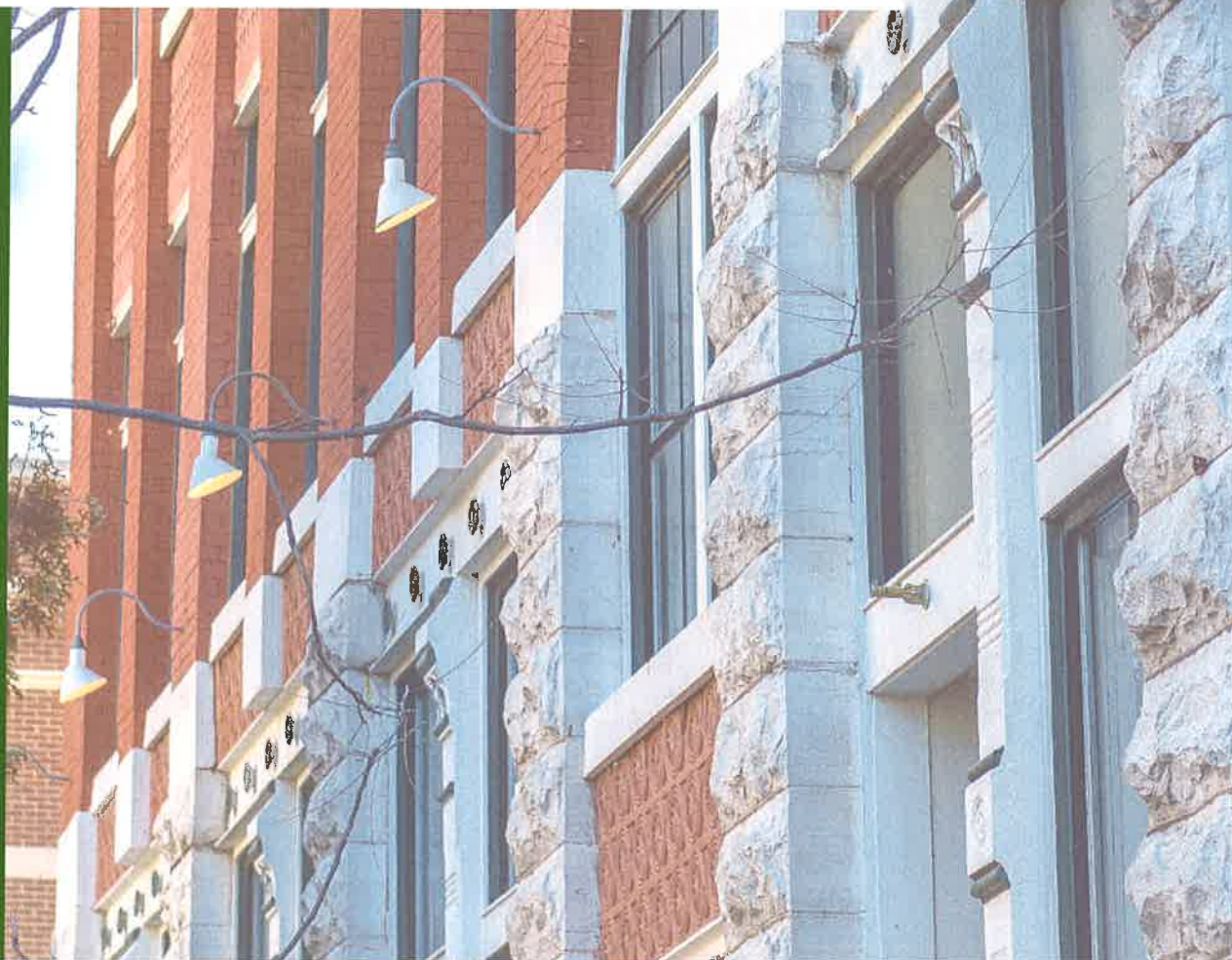
There is no immediate impact to the general fund. If the project is awarded Workforce Housing Tax Credits a portion of the property taxes would be rebated to the developer to off-set development expenses.

ATTACHMENTS

1. BTS RFP Response 5-10-24 - Narrative
2. BTS RFP Response 5-10-24 - Drawings
3. Resolution of Support - BTS Hawkeye Redevelopment

Hawkeye Lumberyard Redevelopment **PROPOSAL**

MAY 10, 2024





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Exhibit A**Proposal Submittal Signature Form**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform if the firm is selected by the City of Muscatine. The undersigned further certifies that he/she has read the Request for Proposal, terms and conditions, and any other documentation relating to this request; has complied in all respects with all conditions hereof, and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

The undersigned hereby further acknowledges that it accepts the terms of the Request for Proposals in its entirety and by the submission of its proposal hereby waives any claims or claims to irregularities that arise out of such RFP, the process employed by the City to solicit and develop proposals, or the RFP evaluation process described in the RFP, and agrees to release and hold harmless the City, its employees, agents, and consultants from any claim, loss, or damage arising therefrom.

The undersigned hereby authorizes any person, firm or corporation to furnish any credit history and financial condition or other information required by the City to verify information related to the firm's submission to the City.

I hereby certify on behalf of the undersigned firm, that the above information is true and correct to the best of my knowledge and that the City may rely on the information provided.

Firm Name: BTS Development, LLC

Home Office Address: 1805 State Street, Suite 101

City, State, Zip: Bettendorf, IA 52722

Name and Title of Representative

Name: Paul Boffell

Signature: Paul Boffell

Date: 4/18/2024



April 18, 2024

Jodi Royal-Goodwin
City of Muscatine
215 Sycamore Street
Muscatine, IA 52761

RE: RFP Response – Hawkeye Lumberyard Redevelopment

Dear Jodi,

On behalf of BTS Development, LLC, I would like to express our interest in redeveloping the former Hawkeye Lumberyard site, located at 910 E 2nd St Muscatine, IA 52761.

Sincerely,
BUILD TO SUIT, INC.

Jon Davidshofer
Director of Development

Contact & Development ENTITY

BTS Development, LLC is owned by four Build to Suit employees: Paul Boffeli, Corey Higgins, Randy Parks, and Jon Davidshofer. Paul, Corey, and Randy are also owners of Build to Suit and the company has completed numerous commercial, residential, and mixed-use projects over the last 20+ years.

PRIMARY CONTACT:**JON DAVIDSHOFER**

DIRECTOR OF DEVELOPMENT
JOND@BUILDTOSUITINC.COM
(319) 540-1375

**LEGAL NAME AND
ADDRESS:****BTS DEVELOPMENT, LLC**

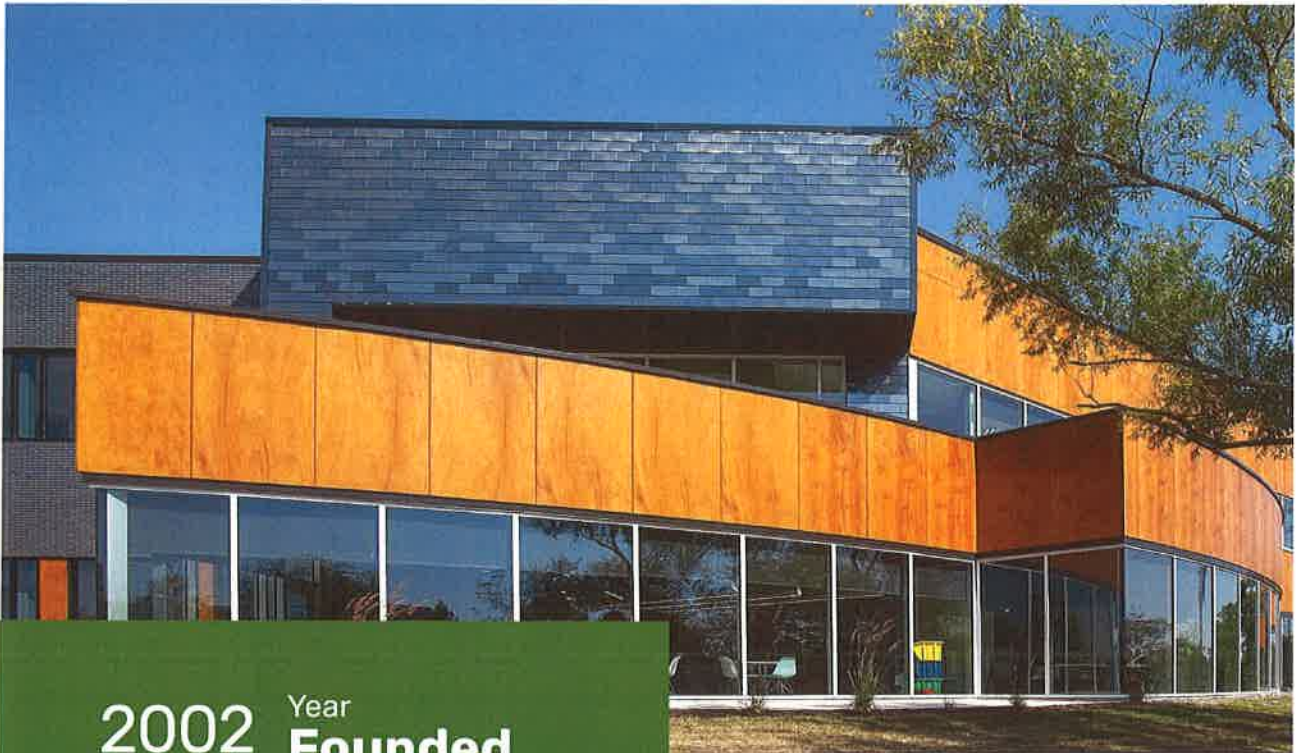
1805 STATE STREET, STE 101
BETTENDORF, IA 52722

PARENT COMPANY:**BUILD TO SUIT, INC.**

BUILD TO SUIT

OFFICERS/PRINCIPALS

- PAUL BOFFELI
- KELLI MAERE
- CHUCK MEYER
- COREY HIGGINS
- RANDY PARKS



2002 ^{Year} **Founded**

30+ ^{Total} **Employees**

2 ^{Office} **Locations**

\$100M/YR ^{Managed} **Projects**

About Build to Suit

Build to Suit, Inc. (BTS) is a design-build commercial general contractor and real estate development firm founded in the Quad Cities in 2002 and has since grown to a company of 30+ employees with a second office in the Iowa City area.

Annually, we manage \$100MM worth of construction and development projects on behalf of third-party clients and BTS principals. The majority of our projects are in the eastern Iowa region, but we also manage projects on behalf of Takeda and BioLife Plasma Services across the United States.



EXHIBIT B

EXHIBIT B

LISTING OF LAWSUITS OR LITIGATION WITHIN THE PAST FIVE YEARS

Lawsuit or Litigation

Build to Suit, Inc. has been involved in two lawsuits in the last five years:

- (1) Green State Credit Union v. Resysta North America, Inc., Build to Suit, Inc. and Westech Building Products, Inc., in the Iowa District Court in and for Dallas County, Case No. LACV044214. This case arises out of allegations that the siding installed on the credit union “failed to meet warranty because the product waved, rippled, buckled and/or warped and thus was not fit for its intended use.” Build to Suit was the general contractor on the project. The other named defendants are the manufacturers of the siding product.
- (2) Riverview West, LLC and Kevin Hanick v. Design Dynamics, Inc., Robert Peck, Build to Suit, Inc., Northern Winds Insulation, LLC and DBH Holdings, Inc. f/k/a LADCO, Inc., in the Iowa District Court in and for Johnson County, Case No. LACV083110. This case arises out of allegations that the design of a condominium building by Design Dynamics/Robert Peck was defective and that there were certain construction defects. Plaintiffs initially filed suit against only Design Dynamics/Peck and only added Build to Suit and two of its subcontractors as defendants recently.

Status or Outcome

- (1) Green State Credit Union – this case is still in the early stages of litigation, with the parties waiting on a ruling on one co-defendant’s pre-answer motion to dismiss. No written has been conducted at this time.
- (2) Riverview West – certain discovery was conducted before Build to Suit was added as a defendant. Discovery is ongoing.

Comments

- (1) Green State Credit Union – all of the claims against Build to Suit arise out of the alleged negligent acts or omissions of its subcontractors. Build to Suit intends to pursue claims against the contractors for their alleged act or omissions.
- (2) Riverview West – this case largely revolves around allegations of poor design by Design Dynamics/Robert Peck, who was retained directly by the property owner. The claims against Build to Suit involve allegations that certain Build to Suit’s subcontractors (also named as defendants) were negligent in the performance of their work.

MEET THE TEAM

DEVELOPER BTS DEVELOPMENT, LLC.



Jon Davidshofer

DIRECTOR OF DEVELOPMENT

CONTACT

jond@buildtosuitinc.com
(319) 540-1375

EDUCATION

B.A. Economics
University of Iowa

Former banker turned developer, Jon brings a wealth of experience and expertise to the table and has been involved in more than \$50MM worth of real estate projects. He recognizes unique potential inherent in every development endeavor - no matter if it's new construction or historic preservation. He's dedicated to fulfilling the client's needs while also making a positive contribution to the economic prosperity of the community.

CONTRACTOR BUILD TO SUIT INC.



Paul Boffeli

CO-FOUNDER & OWNER
PRESIDENT/SENIOR PM

CONTACT

paulb@buildtosuitinc.com
(563) 529-4755

EDUCATION

Bachelor of Technology,
Construction Management
University of Northern Iowa

Paul has a record of success overseeing all phases of multi-million dollar Retail, Multi-Family, Industrial, Office and Medical projects. With his experience in the design-build delivery, he understands the importance of working as a team. Owning real estate himself, he views every project as a developer/owner/ builder and delivers the most cost efficient project possible with great attention to detail.

IA Mutual Lofts
Dewitt, IA

Hotel Ottumwa
Ottumwa, IA

Courier Block
Waterloo, IA

Renaissance Goldman Lofts
Rock Island, IA

Wilson Lofts
Clinton, IA

Shimer Square Phase 1
Mount Carroll, IL

Shimer Square Phase 2
Mount Carroll, IL

Main Street Apartments
Davenport, IA

4 West Apartments
Davenport, IA

400 River Apartments
Davenport, IA

Pierce School Lofts
Davenport, IA

The Democrat Lofts
Davenport, IA

Deer Valley Apartments
Silvis, IL

Glenbrook Apartments
Peoria, IL

MEET THE TEAM

DESIGN/ARCHITECTURE ASPECT ARCHITECTURE



Ryan Kremer

ARCHITECT

CONTACT

rkremer@aspectinc.net
(319) 364-7444

EDUCATION

Bachelor of Architecture,
Iowa State University

Ryan is a licensed Architect, registered in Iowa, Illinois, and Missouri. Graduating from Iowa State University in 2005, he brings nearly nineteen years of experience on a multitude of public and private sector project types including Federal, Civic, Commercial, Religious, Healthcare and Multi-Family housing. Ryan strives to produce architecture with integrity that builds upon and enhances the surrounding environment. He thrives at translating project goals and parameters into creative and effective design solutions balancing the needs of the client and responding to the unique context in which the structure will exist.

**Mainstreet Legacy
Mixed-Use**
Ely, IA

**Cedar Rapids Brickstone
Apartments**
Cedar Rapids, IA

Center Point Apartments
Cedar Point, IA

Unity Point Clinic
Marion, IA

Timpte Trailers
Cedar Rapids, IA

Rexco
Cedar Rapids, IA

LEGAL CONTACT

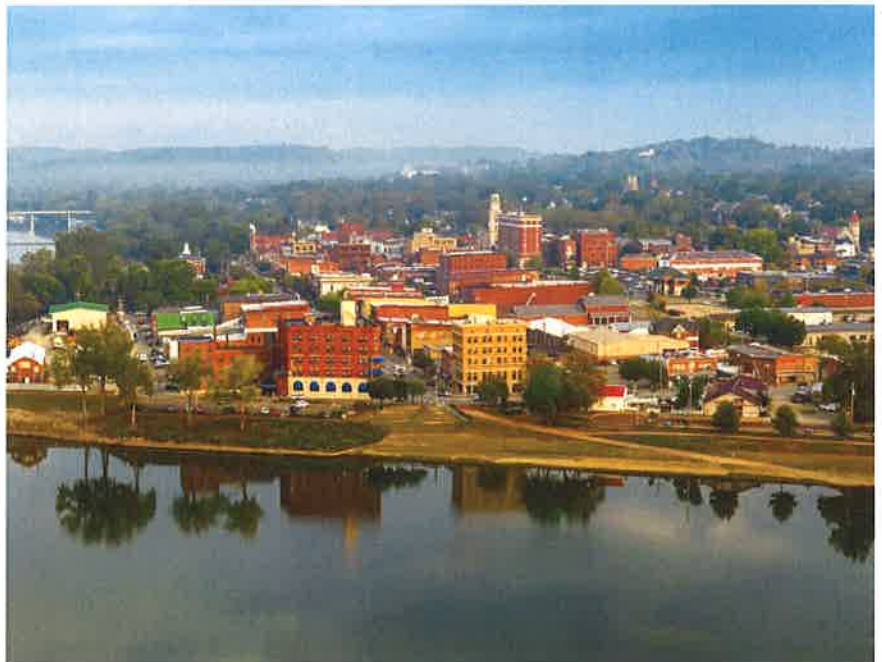
LANE AND WATERMAN

JOE JUDGE

PARTNER

CONTACT

JJUDGE@L-WLAW.COM
(563) 333-6660



Our Exceptional PROJECTS



THE BRIDGES LOFTS

Project Summary

Located within scenic proximity to the Mississippi River, The Bridges Lofts is a 132 unit complex offering luxury accommodations and upscale amenities. Noted as the catalyst of downtown Bettendorf's revitalization, its location captures the vibrancy of the city and is within walking distance to many employers, restaurants, gyms, nightly entertainment, music venues and much more.

Build to Suit served as the General Contractor, partnering with ASK Studio on the design and was completed in 2018.

The Bridges Lofts boast top-notch amenities, including a top-floor community room that features an outdoor deck with a fire pit, fully-equipped gym, and convenient parking garage. On the lower level there is a community room overlooking an outdoor pool, hot tub, and patio.



PROJECT LOCATION

1501 State St., Bettendorf, IA

COMPLETION DATE

December 2018

GSF

146, 635 SF
132 Units

REFERENCE

Jeff Reiter, City of Bettendorf

More Exceptional PROJECTS



WILSON LOFTS

Project Summary

Wilson Lofts stands tall as a six-story, dynamic mixed-use development that blends historic charm with contemporary amenities. Featuring 33 units, they are designed to fit diverse lifestyles, units ranging from cozy townhome-style residences to expansive lofts and one to two bedroom apartments. The ground floor is home to two commercial incubator spaces: Clinton Culinary & Makers on 5th.

Residents are treated to lofty ceilings, generous windows inviting natural light, and awe-inspiring panoramic vistas. Embracing the historical essence of the building, select units feature private entrances and mezzanines but also ensure consistency and excellence across all floor plans.

Jon Davidshofer was the project lead at Economic Growth Corporation when this project was in pre-development, closing, and during a portion of construction.



PROJECT LOCATION

217 5th Ave., S. Clinton, IA

COMPLETION DATE

2023

GSF

53,000 SF

33 Units, 2 commercial incubator spaces

REFERENCE

Matt Brooke, City of Clinton

Jon Davidshofer Housing Experience

While Employed by Bush Construction/Bush Real Estate Development

IA Mutual Lofts – Dewitt, IA (PID 22-WHTIP-069)

The former Iowa Mutual Insurance building is located at 509 9th St Dewitt, IA. This historic renovation will exceed \$16MM in total project costs and will create 53 units of downtown housing. I have a contract with Bush Construction/Bush Real Estate Development to assist in project closing, oversight of construction, and lease up. The closing and commencement of construction occurred in April 2024 and this project received an allocation of Workforce Housing Tax Credits, Brownfield/Grayfield Tax Credits, State Historic Tax Credits, and IA Downtown Housing Grant dollars.

Hotel Ottumwa – Ottumwa, IA (PID 24-WHTIP-028)

I was able to secure a 1MM allocation of Workforce Housing Tax Credits in 2023 so that this historic building, located at 107 E Second St Ottumwa, IA, could be converted into 68 units of housing along with first floor commercial space. As of April 2024, Bush Real Estate Development is still in the process of securing the necessary SHPO & NPS Approvals. Total project costs are expected to be \$18MM.

Courier Block – Waterloo, IA (PID 24-WHTIP-001)

Partnered with FDP OC, LLC & John Bradley to apply for Workforce Housing Tax Credits, which successfully received a 1MM allocation in 2023. These credits will help to renovate the Courier Stanley – Montgomery Wards Buildings, which are located at 501-503 Commercial St Waterloo, IA. This project will create more than 65 units of housing and has total project costs of nearly \$20MM. FDP OC, LLC has elected to continue to work with me at Build to Suit/BTS Development, LLC and we intend to start construction in 2024.

While Employed by Economic Growth Corporation

Renaissance Goldman Lofts – Rock Island, IL

Renaissance Goldman Lofts (52 units) is located at 126 18th Street & 1625 2nd Avenue Rock Island, IL. This project had surpassed the 15-year LIHTC Compliance period but needed a significant amount of updating as well as a refinance of the current 1st mortgage. Construction was completed in 2021. The total project costs for this transaction were \$4.87 million and included the following funding sources:

- Housing Trust Fund Loan – Illinois Housing Development Authority (IHDA)
- Subordination of existing loan – City of Rock Island
- Community Development Block Grant (CDBG) – City of Rock Island

Wilson Lofts – Clinton, IA

Wilson Lofts is 33 residential units with commercial space on the lower level and is located at 211-219 5th Avenue S Clinton, IA. This project was in its predevelopment stage for roughly 7 years, and I was able to play a vital role in securing the necessary financing for this downtown historic restoration. The \$15MM development was completed in 2023. Sources of Funds included:

- 1st mortgage debt – IHMVCU
- TIF Loan – BankOrion
- New Markets Tax Credits
- Federal and State Historic Tax Credits
- IEDA Downtown Housing Grant
- IEDA Brownfield/Grayfield Tax Credits
- Local Grants

Shimer Square Phase 1 - Mount Carroll, IL

Shimer Square is a former college campus that Economic Growth Corporation took ownership of in late 2018. While employed by them, I was able to successfully secure numerous tax credits for the redevelopment of two buildings, which created 37 units of housing. The total project costs at that time were over \$13MM and construction began in February 2024. A list of funding sources involved in the project are listed below:

- Illinois Affordable Housing Tax Credits (IAHTC's)- IHDA
- Federal and State Historic Tax Credits
- TIF – City of Mount Carroll
- Additional IHDA Soft Funding
- Rebuild Illinois Grant

Shimer Phase 2 – Mount Carroll, IL

Shimer Phase 2 is a 51-unit LIHTC Project that received an allocation of credits in 2021. Like Phase 1, this closed and started construction in February 2024. A list of funding sources involved for this phase of the project are listed below:

- Low Income Housing Tax Credits
- Federal and State Historic Tax Credits
- Additional IHDA Soft Funding

Financial CAPACITY

BTS Development, LLC intends to partner with trusted and accredited real estate investors. Letters of Interest from lenders and tax credit partners who members of the development have previously worked with are being provided for backup. Funding Sources within the capital stack and their amounts are as followed:

Construction / Perm Loan	\$7,150,000
Workforce Housing Tax Credit Bridge Loan / Tax Credit Equity	\$920,000
Brownfield/Grayfield Tax Credit Bridge Loan / Tax Credit Equity	\$1,380,000
Owner / Investor Equity	\$2,100,000
Total Project Costs	\$11,550,000





April 19, 2024

Mr. Jon Davidshofer
BTS Development, LLC
2451 Oakdale Boulevard, Suite 201
Coralville, IA 52241

**RE: Letter of Commitment to Purchase Iowa Redevelopment and Iowa Workforce Housing Tax Credits
Hawkeye Lumber Yard – Muscatine, IA**

Dear Mr. Davidshofer,

Thank you for sharing information about the new construction of a 65-unit workforce housing development on the former site of Hawkeye Lumber Yard located at 910 E. 2nd Street in Muscatine, Iowa (the "Project"). Clocktower Tax Credits has an interest in facilitating the sale of approximately \$1,000,000 of Iowa Workforce Housing Tax Credits and/or approximately \$1,500,000 of Iowa Redevelopment Tax Credits (together, the "Iowa Tax Credits") generated by the Project to one or more investors.

Based on a total allocation to the Project of approximately \$2,500,000 of Iowa Tax Credits, the Iowa Tax Credits would be sold at a net price-per-credit rate of \$0.92 per dollar of credit sold; the net sale price is expected to be \$2,300,000. All of the proceeds would be paid at the time of the delivery of one or multiple Iowa Tax Credit certificates to the Investor(s), which is expected to occur after placement into service of the Project. Such sale would be subject to all appropriate due diligence on the Project and the Iowa Tax Credits. Furthermore, such sale would be subject to the execution of one or more Purchase Agreements between the development sponsor and the Iowa Tax Credit Investor(s) documenting all of the terms and conditions of the transfers.

Please know that we have completed over fifty state development tax credit transactions, and have the experience and capacity to complete the sale for the Hawkeye Lumber Yard project.

Respectfully,

A handwritten signature in dark ink, appearing to read "Jeff Jacobson".

Jeff Jacobson, President

Agreed and accepted:

A handwritten signature in dark ink, appearing to read "Jon Davidshofer".

By: Jon Davidshofer
Title: Director of Development

Boston • NYC • Naples • Charlotte
Tel: 978.823.0200 • Fax: 978.823.0328 • www.ClocktowerTC.com

Financial CAPACITY



Celebrating 30 years of
People you can bank on.®

April 25, 2024

To Whom It May Concern:

Re: **Build To Suit Inc, Bettendorf, Iowa**

Please accept this letter as confirmation of an established banking relationship with Build To Suit, Inc, its principals, and Quad City Bank & Trust Company since in 2005. Over the years, we have had a satisfactory depository, loan, and treasury management relationship with the Company.

This relationship currently includes a revolving line of credit in the amount of \$5,000,000 to finance projects as well as working capital needs. As of this date, the borrower has availability to borrow up to the entire line of credit amount.

Should you have any questions or concerns, please feel free to contact me directly at (563) 468-6402 or eroethler@qcbt.com.

Sincerely,

Eileen Roethler

Senior Vice President Commercial Banking
Quad City Bank and Trust Company
4500 N. Brady Street, Davenport, Iowa 52806

Project NARRATIVE

PRE-DEVELOPMENT SCHEDULE

BTS Development, LLC intends to submit an application for Workforce Housing Tax Credits by June 10, 2024. Iowa Economic Development Authority (IEDA) is slated to announce awards for Successful Projects Credits, also known as Redevelopment Tax Credits. Award announcements are expected late 2024.

Development, LLC intends to submit an application for Workforce Housing Tax Credits by June 10, 2024. Iowa Economic Development Authority (IEDA) is slated to announce awards for successful projects in August 2024. Before the September 1, 2024 deadline, an application will be submitted for Brownfield/Grayfield Tax Credits, also known as Redevelopment Tax Credits.

Acquisition/Closing/Starting of construction is expected to occur on April 1, 2025. Our acquisition price, not to exceed \$500,000, will be based on costs to raise the site out of the flood plain and installation of retaining wall.

CONSTRUCTION

Construction is expected to take 12 months and we are anticipating an 8 month lease up period, meaning the project will stabilize by December 1, 2026.

MARKETING APPROACH

We intend to take advantage of the site's location to market the property with signs visible from multiple directions. The yet to be selected property management firm will be heavily involved in working with prospective residents once construction is roughly halfway through. We also plan to meet with the local businesses to ensure their employees have information on available rental units, should they be interested.

PROPOSED PURCHASE PRICE

Subject to negotiation and public financial participation.

ENERGY EFFICIENCY

All units will have their own washer and dryer, along with energy efficient/energy star rated appliances. Flooring will be LVP/LVT in wet surfaces and carpeting in the bedrooms. We will work with ComEd to determine if an energy efficient financial incentive package is available and feasible. Solar will also be evaluated and incorporated if financially feasible.

Narrative of Public FINANCIAL PARTICIPATION

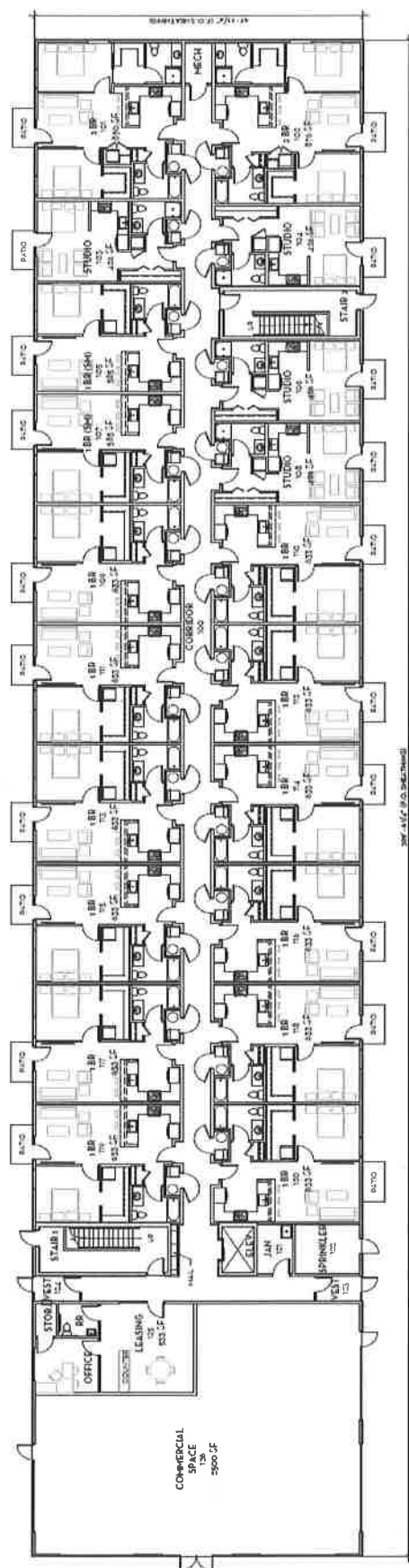
We are requesting a 15 year/90% tax abatement or a 20 year tax abatement with the first 10 years being 100% and years 11-20 as a sliding scale abatement. The 15 year total incentive equates to \$1.5MM.

This project will provide a new housing option in the downtown community, which will incentivize the workforce to live locally. The housing stock is aging and those who make more than \$50,000/ year have limited options so they either commute into Muscatine for work, or they lease other units. Folks with lower incomes then struggle to find adequate and affordable housing, making many of them cost burdened. Our 65 units will help address the nearly 850 unit shortage of affordable units matched to income that is identified in the City of Muscatine's Housing Study.

Floor	Bedroom Type	Rent	Unit Count	Total Income
1st Floor	Studio	\$ 887.50	4	\$ 42,600.00
1st Floor	1-Bedroom	\$ 1,092.86	14	\$ 183,600.00
1st Floor	2-Bedroom	\$ 1,337.50	2	\$ 32,100.00
2nd Floor	Studio	\$ 887.50	4	\$ 42,600.00
2nd Floor	1-Bedroom	\$ 1,103.13	16	\$ 211,800.00
2nd Floor	2-Bedroom	\$ 1,331.25	4	\$ 63,900.00
3rd Floor	Studio	\$ 950.00	2	\$ 22,800.00
3rd Floor	1-Bedroom	\$ 1,154.41	17	\$ 235,500.00
3rd Floor	2-Bedroom	\$ 1,400.00	2	\$ 33,600.00
				<u>\$ 868,500.00</u>
93% Occupancy				<u>\$ 807,705.00</u>
Commercial	2500 SF	\$15/SF NNN	1	<u>\$46,500</u>
85% Occupancy				<u>\$39,525.00</u>
Total Income				\$ 847,230.00
Expense Item	Amount			
Management Fee	\$47,391			
Administrative	\$5,000			
Operating	\$9,500			
Maintenance	\$16,000			
Utilities	\$37,000			
RE Taxes*	\$111,729			
Insurance	\$32,500			
Reserves	\$6,500			
Total	<u>\$265,620</u>			
NOI with RE Abatement	\$682,200			
Annual Debt Service	\$528,285			
DSCR	1.29			

*Requesting 15 year/90% Tax



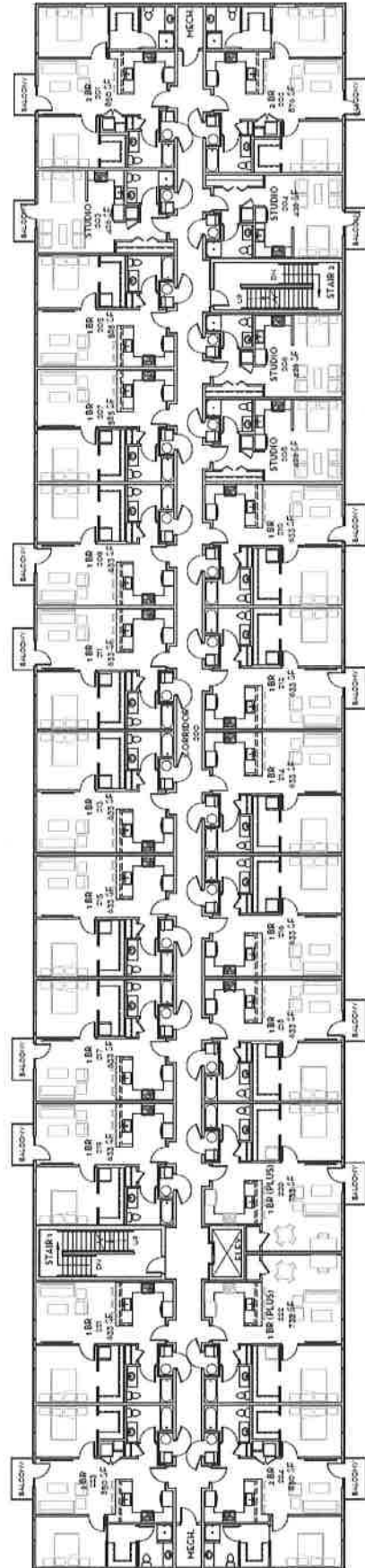


18,913 SF (FOOTPRINT)



1 MAIN LEVEL CONCEPT FLOOR PLAN

SCALE 3/8"=1'-0"



18,913 SF (FOOTPRINT)



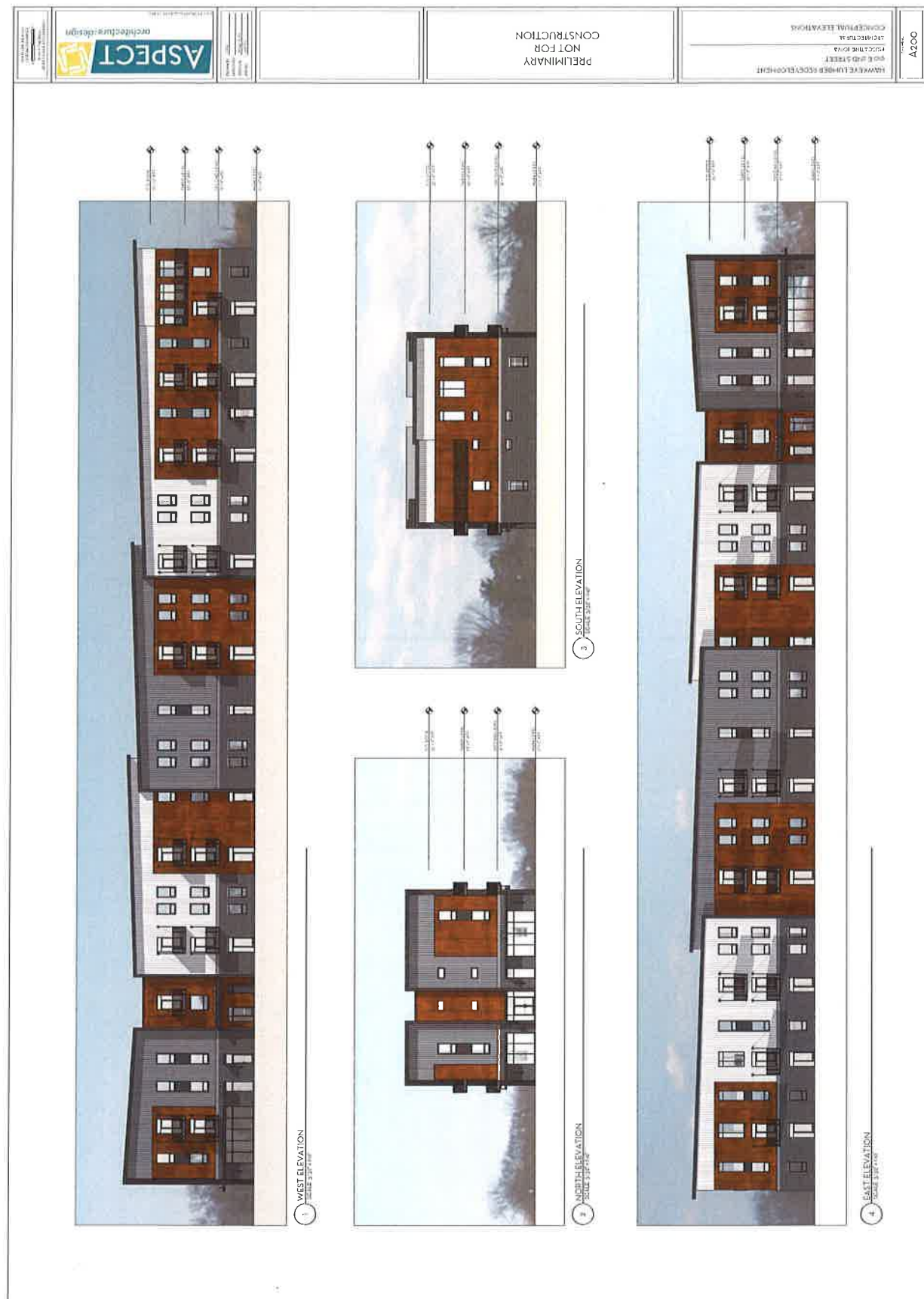
2 SECOND LEVEL CONCEPT FLOOR PLAN
SCALE 3/8" = 1'-0"



18,913 SF (FOOTPRINT)
18,201 SF (EXCLUDING ROOF PATIO)

THIRD LEVEL CONCEPT FLOOR PLAN

SCALE 3/32" = 1'-0"





PERSPECTIVE VIEW SOUTH



PERSPECTIVE VIEW NORTH

PRELIMINARY NOT FOR CONSTRUCTION	
HAWKEYE LUMBERYARD REDEVELOPMENT 100 E. 10TH STREET DESIGNED BY ASPECT CONCEPT PERSPECTIVE VIEW SOUTH	
A301	

PRELIMINARY NOT FOR CONSTRUCTION	
HAWKEYE LUMBERYARD REDEVELOPMENT 100 E. 10TH STREET DESIGNED BY ASPECT CONCEPT PERSPECTIVE VIEW NORTH	
A302	



Office of the City Administrator

Phone: 563-242-2144 Fax: 563-244-3426
 611 South Third Street
 P. O. Box 2958
 Clinton, IA 52733-2958
mattbrooke@cityofclintoniowa.us www.cityofclintoniowa.us

April 19, 2024

To Whom It May Concern:

It is with much enthusiasm that I provide a letter of reference for Jon Davidshofer. I have known Jon for over five years and worked directly with him on four major projects with the City of Clinton. Jon's development acumen is extraordinary, his attention to detail in making projects work financially, his ability to accomplish all tasks but most of all his impeccable word and deeds. He steers clear of assumptions while being exemplary team player.

I have had the opportunity to work with Jon directly on all four development projects. Each and every project have either come to full fruition or is pending action in the near future. He was relied on to work the business development aspect to get the Wilson Building, now the iconic structure that is home to 33 new apartments and two new restaurants. Next worked with him on the Lafayette Lofts, Inc., that now the developer is looking to begin full renovation this year. Most recently worked with him on the city's old YMCA and on a brand-new project that we are currently just starting. Both projects are related to development of Brownfield areas.

Jon strives and reaches the highest levels of professionalism in everything he does. Would not hesitate to place Jon on our team again and again. Knowing that he would execute due diligence and that he genuinely wants to best for community through the development he is working on.

He has a very special spark and I have come to trust he will accomplish anything he sets his mind to and truly will make critical financial decision to see each and every development he tackles succeed.

Sincerely,

Matthew Brooke
 City Administrator



Celebrating 30 years of
People you can bank on.®

April 25, 2024

To Whom It May Concern:

Re: Build To Suit Inc, Bettendorf, Iowa

Please accept this letter as confirmation of an established banking relationship with Build To Suit, Inc, its principals, and Quad City Bank & Trust Company since in 2005. Over the years, we have had a satisfactory depository, loan, and treasury management relationship with the Company.

This relationship currently includes a revolving line of credit in the amount of \$5,000,000 to finance projects as well as working capital needs. As of this date, the borrower has availability to borrow up to the entire line of credit amount.

Should you have any questions or concerns, please feel free to contact me directly at (563) 468-6402 or eroethler@qcbt.com.

Sincerely,

Eileen Roethler

Senior Vice President Commercial Banking
Quad City Bank and Trust Company
4500 N. Brady Street, Davenport, Iowa 52806

THANK YOU

Prepared By: **Jon Davidshofer**

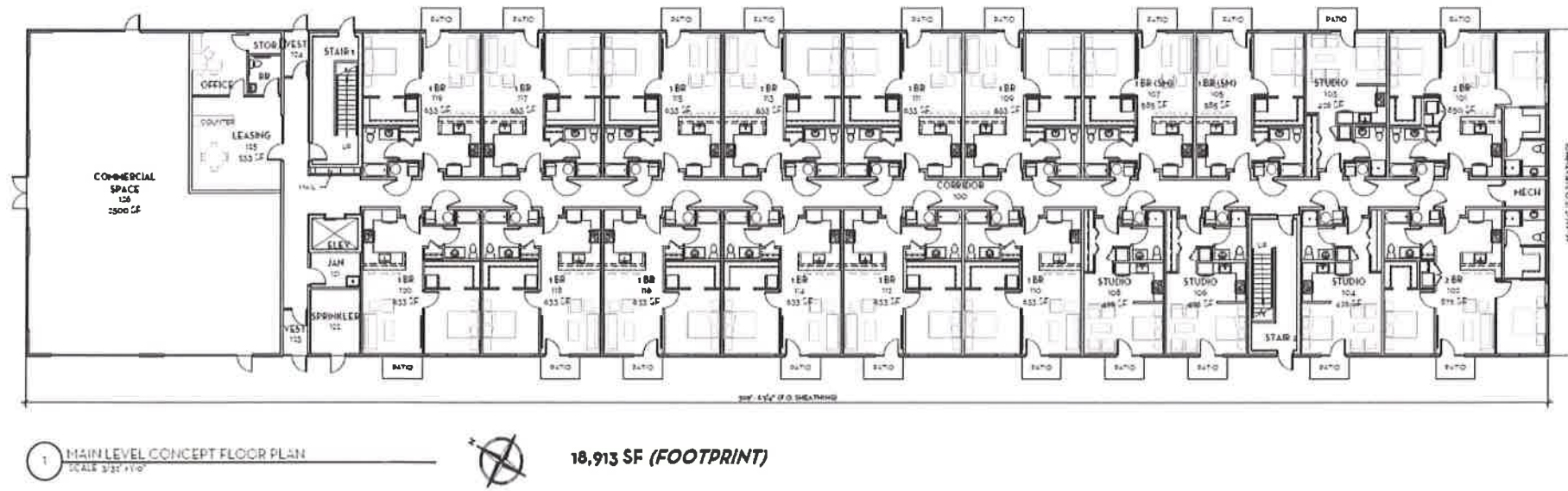
CONTACT:

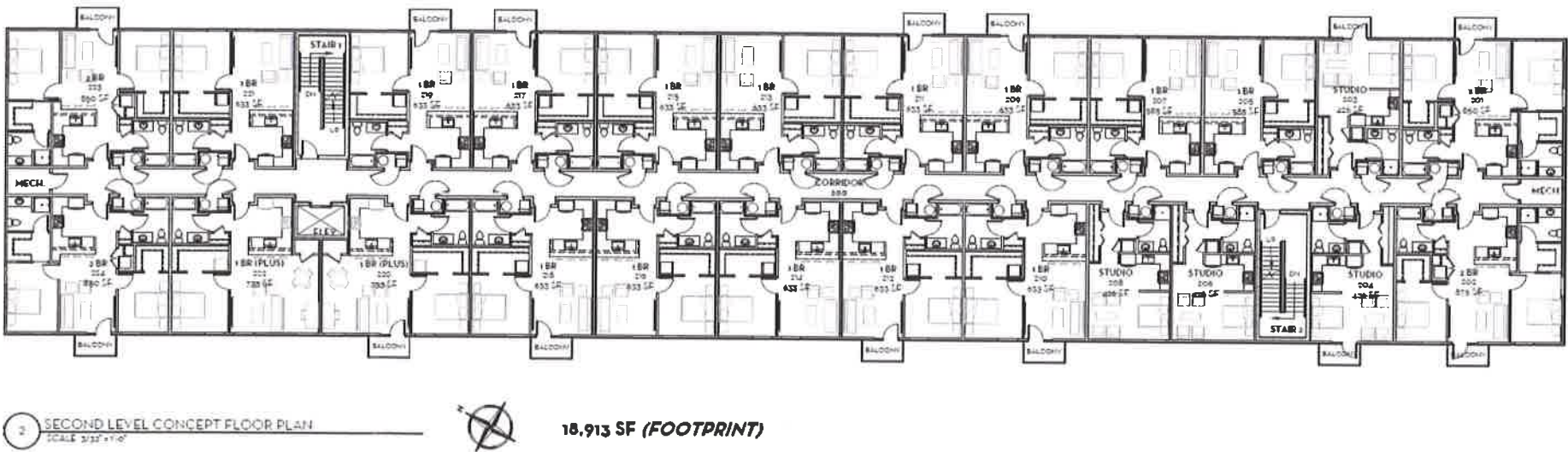
P : (319) 540-1375

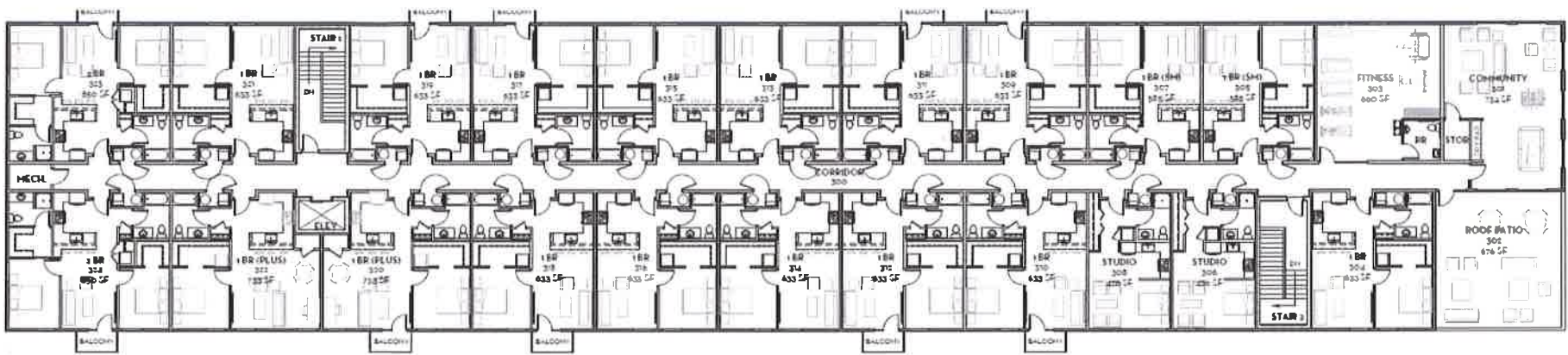
E: jond@buildtosuitinc.com

W : www.buildtosuitinc.com









1 THIRD LEVEL CONCEPT FLOOR PLAN
SCALE 3/32" = 1'-0"



18,913 SF (FOOTPRINT)
18,201 SF (EXCLUDING ROOF PATIO)

BTS Development, LLC

Hawkeye Lumberyard Redevelopment • 23





PERSPECTIVE VIEW SOUTH

 HAWKEYE LUMBER REDEVELOPMENT 190 E 2ND STREET MUSCATINE, IA 52501 CONCEPT PERSPECTIVE VIEW SOUTH	PRELIMINARY NOT FOR CONSTRUCTION	
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PERSPECTIVE VIEW NORTH

 HAWKEYE LUMBER REDEVELOPMENT 190 E 2ND STREET MUSCATINE, IA 52501 CONCEPT PERSPECTIVE VIEW NORTH	PRELIMINARY NOT FOR CONSTRUCTION	
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**A RESOLUTION SUPPORTING AN APPLICATION TO THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY BY
BUILD TO SUIT DEVELOPMENT, LLC FOR
WORKFORCE HOUSING TAX CREDITS FOR THE
PROPOSED REDEVELOPMENT OF THE HAWKEYE LUMBERYARD**

WHEREAS, the City of Muscatine released a request for proposals for the redevelopment of the former Hawkeye Lumberyard site at 910 E 2nd Street; and

WHEREAS, Build to Suit, LLC submitted a proposal to construct a 3-story mixed-use building including 65 residential units and 2,500 square feet of first-floor commercial space; and

WHEREAS, the developer anticipates submitting an application to the Iowa Economic Development Authority for 2024 Workforce Housing Tax Credits; and

WHEREAS, the project was found to be responsive to the RFP, addresses needs identified in the 2024 Housing Market Analysis, and furthers the City's goals to provide attractive gateways, a vibrant community, and housing support our workforce.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF MUSCATINE, IOWA**, that the Muscatine City Council:

- 1) Select Build to Suit (BTS) as the preferred developer of 910 E 2nd Street;
- 2) Formally supports an application by BTS for Workforce Housing funding for this project;
- 3) The City anticipates selling the property at 910 E 2nd Street to BTS upon receipt of an award of Workforce Housing Tax Credits; and
- 4) Is committed to provide financial assistance in the form of Tax Increment Financing estimated at 90% of incremental taxes for a 15-year period. The amount of support will be finalized based on the assessed valuation if the application for tax credits is successful and is estimated at \$1.5 million. This commitment is contingent upon closing by June 30, 2025.
- 5) The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to authorize a development agreement pursuant to which the City will offer the Tax Increment Financing support to BTS. The City's commitment herein is merely a present statement of intent, and the City Council must exercise its ordinary political discretion in the completion of such statutory processes. The City will not be held liable in the

event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

- 6) Nothing in this Resolution shall prevent the parties from negotiating additional terms, not set forth herein, for inclusion in the development agreement.

PASSED, APPROVED AND ADOPTED this 16th day of May, 2024.

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

Attest:

Dr. Brad Bark, Mayor

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2024-0214

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

April Limburg, City Planner

SUBJECT

Request to Approve the Certified Local Government (CLG) Grant Agreement for an Intensive Survey and Host the 2025 Preserve Iowa Summit

EXECUTIVE SUMMARY

Presented for Council consideration is a request to accept the grant agreement for an intensive survey of known resources and identification of new resources in the City of Muscatine and Muscatine County with connection to the Underground Railroad/Freedom Trail and hosting of the 2025 Preserve Iowa Summit.

STAFF RECOMMENDATION

Staff recommends the Council accept the grant agreement and authorize the Mayor to sign.

BACKGROUND/DISCUSSION

Staff is requesting Council approve the grant agreement for funding to support the intensive survey of historical resources associated with the Underground Railroad/Freedom Trail in Muscatine County and to host the Preserve Iowa Summit in 2025. For this project, IEDA has obligated Historic Preservation Funds in the amount of \$20,000 as authorized by the National Historic Preservation Act and subsequent amendments. The minimum non-federal matching share for this project is \$16,787, which is being provided by the Friends of Muscatine Historic Preservation.

On December 7, 2023, Council authorized the submission of a Certified Local Government (CLG) grant for an intensive survey of known resources and identification of new resources in the City of Muscatine and Muscatine County with connection to the Underground Railroad/Freedom Trail along with hosting of the 2025 Preserve Iowa Summit.

The City of Muscatine has been a Certified Local Government (CLG) with an appointed Historic Preservation Commission (HPC) for many years. The HPC helps catalog and safeguard the city's aesthetic and cultural heritage by working to preserve sites and districts of significance. Much of this work is accomplished through the establishment of historic districts, which also allows

property owners, including the City, to secure historic preservation resources for rehabilitation activities. The most recent examples of this are funding for the Japanese Garden project and the Paul Bruhn Grant for the rehabilitation of downtown properties.

The Underground Railroad, sometimes referred to as the Freedom Trail, passed through the City of Muscatine and Muscatine County. Six properties in the City of Muscatine and two properties in Muscatine County were listed as having significant contributions to the Underground Railroad, which enabled individuals seeking self-emancipation to achieve their goal. Through the CLG grant, a qualified historical consultant will be contracted to help scope, organize and execute the survey. The consultant would lead at least two public meetings, one at the beginning of the project explaining the scope and goals of the project, the National Register, and levels and criteria of significance. The second meeting would be held at the end of the project, presenting the findings from the survey. Other public meetings may be held in Muscatine, West Liberty, and Atalissa, where the known stops were, to gather public input about known properties and other potential Underground Railroad sites or train volunteers in property research, field survey, and Iowa Site Inventory form preparation.

Under the direction of the consultant, volunteer teams from the Historic Preservation Commission will research previous documentation of known resources and published works, primary sources in historical collections of libraries and/or museums, online newspaper archives, and any sources identified through public input meetings related to the Underground Railroad in the city and county. Volunteers will also interview older residents and descendants who have a recollection of Underground Railroad activities. Meetings will be arranged in towns throughout the County to further inform the public and to solicit stories, photos, newspaper clippings and other information related to the project. Collected information from the various sources will be compiled into a comprehensive report by the consultant.

This proposed intensive survey has the objective of performing research to deeply capture and document this historical information before it is totally lost, as well as uncovering any unidentified resources of significance to the Underground Railroad in Muscatine County. Future researchers will be able to rely on the results of this survey for continued study and understanding of this important part of Muscatine's history, and the findings of this survey could further be developed into public education resources.

In addition to grant funding to support the survey, the City of Muscatine was also selected as the site of the 2025 Preserve Iowa Summit. The City of Muscatine's Historic Preservation Commission (County HPC) will partner with the State Historic Preservation Office (SHPO) on the 2-day conference that is typically attended by approximately 200 persons. Substantial support for this event will be provided by the Muscatine County. Assistance will be provided to SHPO in planning meetings, securing local venues and associated presentation facilities/equipment, securing local sponsors and volunteers, and in promotion of the event.

CITY FINANCIAL IMPACT

The Friends of Muscatine Historic Preservation has agreed to cover the required cash match as well as to provide and track the volunteer house to be used as in-kind match for the grant.

ATTACHMENTS

1. CLG Grant Award Muscatine Notification Letter (1)
2. 202412-13070 Muscatine CLG Grant Agreement

March 20, 2024

Mayor Brad Bark
City of Muscatine
215 Sycamore Street
Muscatine, IA 52761

Dear Mayor Bark,

We are pleased to inform you that the Iowa Economic Development Authority through the Iowa State Historic Preservation Office will be funding the City of Muscatine's Certified Local Government (CLG) grant for the City of Muscatine and Muscatine County Underground Railroad Intensive Survey and Preserve Iowa Summit 2025. Congratulations!

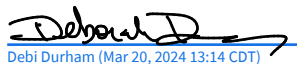
For this project, we have obligated Historic Preservation Funds, in the amount of \$20,000 as authorized by the National Historic Preservation Act and subsequent amendments. The minimum non-federal matching share for this project is \$16,787. The project must be administered in accordance with all applicable regulations and procedures governing 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Historic Preservation Fund grants (CFDA 15.904) and the terms of the contract.

Our next step is to provide a contract for review and signature. Once the contract is executed, we will provide a notice to proceed, and the City of Muscatine can begin work on this project.

Meanwhile, the Iowa Economic Development Authority will send out a press release. We request that you not disseminate information about this award until we forward our press release.

Reviewer comments are available upon request. If you have any questions, please do not hesitate to contact us. For questions about your project, please contact CLG Coordinator Allison Archambo at (515) 348-6287 or allison.archambo@iowaeda.com. We look forward to working with your communities Historic Preservation Commission on this exciting project!

Sincerely,



Debi Durham (Mar 20, 2024 13:14 CDT)

Debi Durham
Director

cc: April Limburg, City of Muscatine
Fred Galoso, Chair, Muscatine Historic Preservation Commission

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT**

Article 1. Grant Information.

Fiscal Year:	2024	Grant Award:	\$20,000.00
Grant Number:	202412-13070	Final Report Due Date:	08-29-2025
Project Start Date:	04-01-2024	Project End Date:	07-31-2025
Account Number:	2520 CLG	Program:	Public Education
Community Match:	\$16,787.00		
Grantee:	City of Muscatine		
Project Title:	City of Muscatine and Muscatine County Underground Railroad Intensive Survey and Preserve Iowa Summi		
Project Description:	See Attachment A Scope of Work.		
Funding Source:	[This Grant is a subaward of an award issued by the National Park Service, a bureau of the United States Department of the Interior, to the Iowa State Historic Preservation Office, which exists within the Iowa Economic Development Authority. The amount of this Grant directly supported by federal funds is \$20,000.00. The amount of this Grant supported by state matching funds to the federal award is \$0. By execution of this Agreement, Grantee assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that no Grant funds will be used in transactions with any entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.]		

Article 2. Identification of Parties.

This Grant Agreement (the “Agreement”) is made between the State Historic Preservation Office, which exists within the Iowa Economic Department Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 (“Authority”) and Grantee (each a “Party,” and collectively the “Parties”):

Grantee:	City of Muscatine
Grantee Authorized	Brad Bark

Official:	
Grantee Primary Contact:	April Limburg
Grantee Address:	215 Sycamore St Muscatine, Iowa 52761

WHEREAS, Authority is interested in broadening the role of local governments in historic preservation through the Certified Local Government program (the “Program”); and

WHEREAS, Grantee has demonstrated its interest in historic preservation by becoming a Certified Local Government and desires to complete the Project.

NOW THEREFORE, Authority and Grantee hereby enter into this Agreement.

Article 3. Grant Funds.

- 3.1 **Funding Source and Maximum Payment.** Disbursement of Grant funds (“Grant Funds”) is limited to those monies specifically appropriated and legally available to Authority for the funding of Grantee’s Project, including the work, services, and budget to be accomplished by Grantee under the Program as described in this Agreement and Attachment A Scope of Work (“SOW”) and Attachment B Budget (“Budget”). The Grant Award shall be the maximum amount disbursed by Authority to Grantee for reimbursement of its costs and expenses under this Agreement. This Agreement shall not constitute any obligation or debt of Authority or the State of Iowa.
- 3.2 **Disbursement of Funds.** Grantee must submit the Payment Request Form and supporting documentation as required by Authority in the same state fiscal year during which expenses are incurred to request disbursement of Grant Funds. After receipt of the Payment Request Form and supporting documentation as required by Authority, Authority will authorize disbursement of some or all of the Grant Funds on a reimbursement basis only to the extent that Authority determines, in its sole discretion, that Grantee, its affiliates, employees, officers, agents and subcontractors, and the Project strictly complied with the terms of this Agreement. Substantial compliance with the terms of this Agreement does not constitute compliance for the purposes of receiving a reimbursement disbursement. All reimbursement disbursement decisions by Authority are final. Grantee shall be the sole authority to claim and receive any disbursements.
- 3.3 **Disallowed Costs.** Grant Funds shall only be applied to costs eligible under provisions stipulated by the National Park Service, United States Department of the Interior, for grants-in-aid. Costs for Project work that does not meet the Secretary of the Interior’s applicable Standards for Archaeology and Historic Preservation will not be reimbursed under this Agreement. Any costs or expenses which are determined to be unallowable by Authority shall be returned by Grantee to Authority within thirty (30) days of written notice of the disallowance. Except to the extent barred by law, Grantee retains responsibility for demonstrating eligibility of costs and expenses and will hold Authority

harmless for any disallowance related to the eligibility of costs and expenses, including repayment of ineligible amounts.

Article 4. Terms of the Grant.

- 4.1 Iowa State Historic Preservation Office. The Iowa State Historic Preservation Office, which exists within Authority, administers the Program and the State Historic Preservation Officer is the official authorized to execute this Agreement and any changes in the terms, conditions, or amounts herein.
- 4.2 Effective Dates. This Agreement shall be in full force and effect from the date of signature by the State Historic Preservation Officer and shall continue in effect until the Project End Date.
- 4.3 Non-Assignment. Grantee will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of Authority. Any such attempted assignment, transfer or delegation without Authority's prior written consent shall be void.
- 4.4 Compliance with Law. Grantee, its affiliates, employees, officers, agents, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.
- 4.5 Policies, Guidelines and Rules. Grantee, its affiliates, employees, officers, agents, and subcontractors shall abide by and comply with all applicable published policies, procedures, guidelines and rules when performing under this Agreement. These policies, procedures, guidelines and rules include, but are not limited to, State of Iowa Certified Local Government Grant Guidelines, CLG Grant Local Project Management Guide, Iowa Code, including but not limited to Iowa Code Chapter 15, and Iowa Administrative Code.
- 4.6 Execution of Project and No Extensions. Grantee shall execute the Project, including use of the Grant Funds and all other fiscal and programmatic activity, as described in this Agreement and the SOW between the Project Start Date and Project End Date. Grantee acknowledges that Authority may, but is under no obligation to, approve extension requests for the Project beyond the Project End Date stated herein.
- 4.7 Authority Access. Upon written request, Grantee shall provide Authority access to the Project for the purpose of observation, evaluation or to provide appropriate Authority representation.
- 4.8 Payment to Service Providers. Grantee agrees to pay in a timely manner all providers of goods and/or services when goods are delivered or services rendered in connection with the Project. Grantee shall pay all providers of goods or services on or before the Project End Date.

- 4.9 Modification. Neither this Agreement nor any documents incorporated by reference herein may be changed, waived, modified, amended or discharged except through a writing executed by both Authority and Grantee. All proposed modifications to the Project, as detailed in the SOW, must be submitted in writing to Authority by Grantee. Authority will consider the proposed modification, including whether Grantee's request is so substantial as to necessitate re-evaluating Authority's decision to provide Grant Funds for the Project. Any proposed modification to the Project or to this Agreement will be denied by Authority if it substantially alters the circumstances under which the Grant was originally approved or if it does not meet requirements set forth in the Program guidelines.
- 4.10 Change in Law. Notwithstanding Section 4.9 herein, this Agreement is subject to any change in any applicable federal, state, or local laws, regulations, rules, orders or policies. Authority may unilaterally modify in writing the Agreement at will in order to accommodate any above-referenced change(s) and deliver such amendment to this Agreement to Grantee. Failure by Authority to notify Grantee of such changes does not negate Grantee's responsibility to comply with the Agreement as modified and any applicable federal, state, or local laws, regulations, rules or policies.
- 4.11 Project Cancellation. Grantee must submit written notification to Authority if the Project is cancelled. In such an event, Grantee shall return to Authority the full amount of Grant Funds that have been disbursed within thirty (30) days of the written notification and no later than the Final Report Due Date. Notwithstanding the foregoing, if Grantee is unable to fulfill this Agreement by virtue of any act or regulation of any public authority, on account of any rule or order of any military or civil authority, on account of any war or other national or state-declared emergency, or because of riot, epidemic, act of God, or any similar cause beyond Grantee's control, Grantee may, in Authority's sole discretion, be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event, Grantee shall promptly return to Authority any unexpended or unobligated Grant Funds.
- 4.12 Record Retention and Access. Grantee shall maintain its books, documents and records related to the Project, including but not limited to, books, documents, and records that sufficiently and properly document Grantee's receipt and use of Grant Funds under this Agreement, for a period of at least three (3) years following the Project End Date or completion of any required audit, whichever is later. Notwithstanding the foregoing, all survey reports, nominations, inventory forms and studies related to the Project shall be retained permanently by Grantee. Grantee shall permit the Auditor of State or any authorized representative of the State of Iowa, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, or electronic or optically stored and created records or other records relating directly or indirectly to the Project or Grant Award.
- 4.13 Audit Requirements for Expenditure of Federal Funds. Grantee shall submit a Single Audit Exemption Form to Authority for each fiscal year Grantee expends less than \$750,000 in federal funds. Grantee shall submit an audit report to Authority for each

fiscal year Grantee expends \$750,000 or more in federal funds, or such other amount as may subsequently be set by applicable federal law or rule, in accordance with the Single Audit Act of 1984, as amended in 1996.

- 4.14 Final Report Requirements. Grantee shall prepare, review, sign and submit a Final Report in form and content specified by Authority along with Grantee's final request for payment by no later than the Final Report Due Date. Grantee shall remit any unspent Grant Funds to Authority within thirty (30) days of the Project End Date. Authority may include Grantee on a list of entities subject to an Authority-wide funding moratorium of no less than one (1) year if the Final Report and/or any unspent Grant Funds are not submitted to Authority by the above-stated deadlines. Authority may also initiate legal proceedings for Grantee's failure to return unspent Grant Funds.

Article 5. Equal Opportunity.

During the performance of this Agreement, Grantee agrees as follows:

- (a) Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice

advising the labor union or workers' representative of Grantee's commitments under this Article 5 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) Grantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Grantee will also comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order #15 of 1973, as amended, and all provisions relevant to fair employment in the rules and regulations of Authority.
- (f) Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and required by rules, regulations, and orders of the Secretary of Labor and Authority, or pursuant thereto. and will permit access to its books, records, and accounts by Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of Grantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Grantee may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by federal or state law.
- (h) Grantor will include the provisions of this Article 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Grantee may request the United States to enter into such litigation to protect the interests of the United States.

Article 6. Intellectual Property.

No material or product in whole or in part under this Agreement shall be subject to patent or copyright by either Party in the United States or in any other country. Grantee will secure all necessary permissions and licenses to avoid misappropriating or infringing on intellectual property rights of any other party when carrying out the Project. The U.S. Department of the Interior and Authority shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish (including in an electronic format), or otherwise use for government purposes, and to authorize others to use, any materials produced in whole or in part under this Agreement.

Article 7. Acknowledgements.

Publication, films, exhibits, and similar works developed as a part of this Agreement shall acknowledge federal aid by including the following statement as part of the title or acknowledgment section with each item produced:

"The activity that is the subject of this project has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior.

"The views and conclusions contained herein are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Article 8. Procurement of Professional Services and Equipment.

- 8.1 Procurement of Services. Grantee shall procure professional services by competitive negotiation or small purchase procedures. This requires solicitations from at least three (3) sources to permit reasonable competition consistent with the nature and requirements of the procurement. Cost reimbursement or fixed-price contracting is required. "Cost-plus-a-percentage-of-cost" contracting is forbidden.
- 8.2 Standards. Project consultants must meet the minimum professional standards as outlined in the Secretary of the Interior's applicable Standards for Archaeology and Historic Preservation.
- 8.3 Equipment. Grantee must receive prior written permission from Authority and the National Park Service before purchasing any piece of equipment under this Agreement with a value over five thousand dollars (\$5,000).

Article 9. Representations and Warranties.

Grantee represents and warrants the following:

- (a) Grantee has complied with all federal, state and local laws regarding business permits, licenses, authorizations, approvals or other actions or filings that will be required to complete the Project;
- (b) Grantee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's duties and obligations under this Agreement;
- (c) No member, director, officer, employee or advisor of Authority has participated in any decisions relating to this Agreement which directly or indirectly affects their interests, or the interests of any member of their immediate families, financially or otherwise; and

- (b) This Agreement and other documents and agreements required by this Agreement when delivered hereunder are and will be legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

Article 10. Indemnification.

- 10.1 Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless Authority and the State of Iowa, their members, employees, officials, officers, and agents, appointed and elected, paid and unpaid, from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by the Attorney General's Office, and the costs, expenses and reasonable fees of other counsel retained to represent the State of Iowa or Authority, relating to or arising from any acts or omissions by Grantee, its agents and subcontractors, while performing or attempting to perform under this Agreement, including, but not limited to, breaches of any term or condition of this Agreement, failures to comply with any applicable local, state, federal or international laws, rules and regulations, and any misappropriations or violations of any intellectual property, proprietary or personal rights, such as patents, copyrights, trade secrets, trademarks, trade dress, mask work and utility designs. Grantee's obligations under this Article 10 shall survive termination of this Agreement.
- 10.2 Defense of Claim. Authority shall control the defense of any claim against Authority. Authority may, at its option, tender the defense to Grantee in which case it shall reasonably cooperate with Grantee to facilitate the defense of any claim against Authority. Even if Authority chooses to tender the defense, Authority reserves the right to participate in such defense and any settlement or other discussions to resolve the claim to the extent Authority, in its sole discretion, determines such participation to be in the best interests of the State of Iowa.

Article 11. Termination.

- 11.1 Default and Termination for Cause by Notice. The occurrence of any one or more of the following events shall constitute cause for Authority to declare Grantee in default and terminate this Agreement:
 - (a) Any breach by Grantee of any material term, provision, obligation, representation or warranty of this Agreement, including any statement provided in connection with this Agreement that is false, deceptive, misleading or materially incorrect or incomplete;
 - (b) Grantee fails to comply with any applicable state or federal laws, rules, ordinances, regulations or orders in connection with the Project and Grantee's performance under this Agreement;
 - (c) In Authority's sole determination, Grantee is not following cost eligibility requirements as outlined in the Secretary of the Interior's applicable Standards for Archaeology and Historic Preservation and Uniform Guidance 2 CFR 200 or

- (d) Grantee is engaging in conduct that has or may expose the State of Iowa, Authority or Grantee to liability.

Unless, in the sole discretion of Authority, a default cannot be remedied, Authority shall provide at least thirty (30) days written notice to Grantee requesting that the breach or noncompliance be remedied within the time specified in the written notice. If the breach or noncompliance is not timely remedied, Authority may thereafter terminate the Agreement without additional notice.

11.2 Immediate Termination by Authority. Notwithstanding the above Section 11.1, Authority may terminate this Agreement immediately, without notice, for any of the following reasons:

- (a) Grantee, its agent or subcontractor, has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or otherwise acted in bad faith; or
- (b) In Authority's sole determination, Grantee has not made substantial progress toward completion of the Project within one hundred eighty (180) days after the Project Start Date or Grantee fails to complete the Project by the Project End Date; or
- (c) Grantee through its actions, or failures to act, including by its agents, employees, and subcontractors, has caused or reasonably could cause, life, health or safety of any persons to be jeopardized; or
- (d) Grantee fails to receive any required matching funds and other funds, aside from the Grant, necessary to complete the Project under the terms of this Agreement; or
- (e) In Authority's sole discretion, a default cannot be remedied.

11.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, Authority shall have the right to terminate this Agreement immediately, without penalty and without advance notice, as a result of any of the following:

- (a) The federal funding source or the legislature or governor of the State of Iowa fails to appropriate or award funds sufficient in the sole opinion of Authority to allow Authority either to meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement;
- (b) Program funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Authority to make disbursement hereunder are insufficient or unavailable for any other reason as determined by Authority in its sole discretion;
- (c) Authority's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified, or if Authority's duties, programs or responsibilities are modified or materially altered; or
- (d) There is a decision of any court, administrative law judge or an arbitration panel, or any law, rule, regulation or order is enacted, promulgated or issued that

materially or adversely affects Authority's ability to fulfill any of its obligations under this Agreement.

- 11.4 Non-Exclusive Remedy. Authority's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to it, and Authority shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.
- 11.5 Effect of Termination. If this Agreement is terminated by Authority pursuant to Sections 11.1 or 11.2 herein, all finished or unfinished portions of the work prepared by or for Grantee under this Agreement shall, at the option of Authority, become Authority's property, and Grantee shall be entitled to receive reasonable compensation from the Certified Local Government Grant for work on the Project which, in the opinion of Authority, was satisfactorily completed. Grantee shall repay the portion of disbursed Grant Funds that Authority determines were received by Grantee without fulfillment of Grantee's obligations hereunder within thirty (30) days of Authority's written request. If this Agreement is terminated by Authority pursuant to Section 11.3 herein, disbursements shall be paid for approved, documented Project costs and expenses incurred by Grantee through the termination date, subject to legally available Grant Funds.

Article 12. General Terms and Provisions.

- 12.1 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
- 12.2 Choice of Law and Forum. This Agreement shall be governed in accordance with the laws of the State of Iowa and any action, including any proceeding of a quasi-judicial or judicial nature, relating to or arising out of this Agreement shall be brought in the Iowa District Court for Polk County or, should the aforementioned court lack jurisdiction, in the United States District Court for the Southern District of Iowa. Nothing in this Agreement shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to Authority or its agents, officers, employees, representatives, predecessors, successors, assigns, attorneys, agencies, divisions, departments, commissions, commissioners, boards, board members, and all other persons or entities acting on behalf of the State of Iowa.
- 12.3 Waivers and Consents. No waiver by Authority of any default hereunder, nor consent to any departure by Grantee from the provisions of this Agreement, shall in any event be effective unless the same shall be in writing and signed by Authority and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, and shall not operate as a waiver or consent with respect to any other default or departure or the same default or departure on a future occasion.

- 12.4 Rights and Remedies. Unless otherwise specifically provided herein, the rights and remedies of any of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the Parties acknowledges that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threat of breach of any provision of this Agreement.
- 12.5 Limitation of Financial Obligation. It is agreed by Grantee that Authority shall not, under any circumstances, be obligated financially under this Agreement except to disburse Grant Funds according to the terms of the Agreement.
- 12.6 Enforcement Expenses. Grantee shall pay upon demand any and all reasonable fees and expenses of Authority, including the fees and expenses of Authority's attorneys including, without limitation, the reasonable value of time of the Attorney General's Office, experts and agents, in connection with the enforcement of any of the rights of Authority under this Agreement.
- 12.7 Obligations Beyond Term. This Agreement shall remain in full force and effect to the Project End Date or until terminated pursuant to Article 11 herein. All obligations of Authority and Grantee incurred or existing under this Agreement as of the date of expiration or termination, including all representations, warranties and indemnifications contained herein, will survive the expiration or termination of this Agreement.
- 12.8 Final Authority. Authority shall have the final authority to assess whether Grantee has complied with the terms of this Agreement. The decision of Authority shall be final and binding on all issues concerning Grantee's compliance with this Agreement.
- 12.9 Documents and Sources Incorporated by Reference. The following are hereby incorporated by reference into this Agreement:
- Attachment A Scope of Work.
 - Attachment B Budget.
 - Secretary of the Interior's Standards for Archaeology and Historic Preservation.
 - State of Iowa Certified Local Government Grant Guidelines
 - CLG Grant Local Project Management Guide
- 12.10 Order of Priority. In the event of a conflict between documents comprising this Agreement, the following order of priority shall be applied:
- First: Articles 1 through 12 of this Agreement.
Second: Attachment A Scope of Work.
Third: Attachment B Budget.

- Fourth: Secretary of the Interior's Standards for Archaeology and Historic Preservation.
Fifth: State of Iowa Certified Local Government Grant Guidelines
Sixth: CLG Grant Local Project Management Guide

- 12.11 Independent Entity. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.
- 12.12 Absence of Rights in Third Parties. No provision of this Agreement shall be construed in any manner so as to create any rights in persons or entities that are not a party to this Agreement. The provisions of this Agreement shall be interpreted solely to define specific duties and responsibilities between Grantee and Authority and shall not provide any basis for claims of any other person or entity.
- 12.13 Subcontracts. None of the work or services required under this Agreement shall be subcontracted by Grantee without prior written approval to subcontract by Authority.
- 12.14 Public Record and Copyright. Grantee acknowledges that all materials submitted to Authority, including its application, this Agreement, and its Final Report, are public record and subject to the Open Records Law in Iowa Code Chapter 22. Grantee retains any copyright to all submitted material but acknowledges Authority shall use any or all of the material to acknowledge or present the work of Authority or the Program.
- 12.15 Binding Effect. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective Parties hereto, except in each case as expressly provided to the contrary in this Agreement.
- 12.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts shall together constitute one and the same instrument.
- 12.17 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:
- (a) Words importing the singular number include the plural number and words importing the plural number include the singular number;
 - (b) Headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement nor affect its meaning, construction, or effect;

- (c) References in this Agreement to a particular “Section,” “Article” or other subdivision shall be to such Section, Article or subdivision of this Agreement unless the context shall otherwise require;
- (d) References in this Agreement to an “agreement” or “Agreement” shall include all amendments, modifications and supplements to such agreement or Agreement unless the context shall otherwise require; and
- (e) When references are made in this Agreement or any of the attachments hereto, it shall mean this Agreement, together with all attachments, as though one document.

12.18 Immunity and Limitation of Liability. Grantee acknowledges and agrees that the State of Iowa, Authority and all of their employees, agents, successors, and assigns, are immune from liability and suit for the activities of Grantee, or any subcontractor, involving third parties arising from the Agreement. Claims against Authority and the State of Iowa are handled according to the provisions in Iowa Code, Chapter 669, and Authority and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, nor is the State of Iowa or Authority obligated to establish any such fund during the term of this Agreement.

12.19 Notice. Any and all notices, consents, or any other communications provided for herein shall be given in writing by email, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier. Notices and other communications required or permitted to be given under this Agreement shall be deemed given and received upon the earlier of actual receipt or: when sent, if sent by email during the recipient’s normal business hours, and if not sent during normal business hours, then on the recipient’s next business day; personal delivery to the recipient; or, two (2) business days after deposit with an overnight courier or other reliable carrier. From time to time the Parties may change the name and address of a person designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Notices and other communications shall be addressed to each Party as follows:

If to Authority: Iowa Economic Development Authority
Iowa State Historic Preservation Office
Attn.: Certified Local Government Coordinator
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Historic.Preservation@IowaEDA.com

If to Grantee: 215 Sycamore St
Muscatine, Iowa 52761

12.20 Time is of the Essence. Time is of the essence with respect to Grantee’s performance of its obligations under this Agreement.

12.21 Complete Integration. This Agreement contains the entire understanding between Grantee and Authority and any representations that may have been made before or after the

signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on which this Agreement is executed by the State Historic Preservation Officer for Authority.

[GRANTEE NAME]:

By: _____
Brad Bark

Date: _____

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

By: _____
HEATHER GIBB, STATE HISTORIC PRESERVATION OFFICER

Date: _____

ATTACHMENT A

SCOPE OF WORK

A. WORK ELEMENTS

A consultant that meets the Secretary of the Interiors Qualifications as a historian will be contracted to help scope, organize, and execute this project. The consultant will lead two public meetings, one at the beginning of the project explaining the goals of the project, including intensive-level survey process, historic building research, primary and secondary resources, local and state Underground Railroad historic contexts, the National Register, and levels and criteria of significance, and one at the end of the project, presenting the findings of the project. Volunteer teams may conduct other public town hall meetings in Muscatine, West Liberty, and Atalissa to further gather public input about anti-slavery and Underground Railroad activities and sites in Muscatine County and to develop a historic context for anti-slavery and UGRR activities in Muscatine and Muscatine County, with up to 10 sites with extant resources to be documented on Iowa Site inventory forms and other sites recorded in the survey report. The survey project will contribute to the ongoing Iowa Freedom Trail project, and the historic context will provide a framework for potential future applications for Network to Freedom sites in Muscatine and Muscatine County.

This intensive survey will unify the numerous prior reports and expand on the historical record of these resources into a single comprehensive survey of the Underground Railroad in Muscatine and Muscatine County.

The intensive survey will create updated site inventory forms for the following six resources currently listed in the Iowa Freedom Trail Inventory of Places:

Muscatine, IA

Alexander Clark House, 207 E. Third St. (NRHP #76000796)

Martin-Giesler House, 403 W. 2nd St. (Iowa #70-00178, contributing property to West Hill Historic District)

Sinnett Octagon House (NRHP #74000802)

Meeting House-Congregational Church, 214 Chestnut Street. (Iowa #70-00379, contributing property to Downtown

Commercial Historic District)

West Liberty, IA

Keith's Mill

Tenement House

Updated site inventories will detail the role these resources played in the Underground Railroad within their Narrative Statements of Significance.

The intensive survey may also identify new resources in Muscatine County, focused on the cities of Muscatine, West Liberty, and Atalissa where activities assisting escaped slaves were known to have occurred. New sites will be identified through the development of the historic context related to anti-slavery and Underground Railroad activities in Muscatine County. Up to four new sites identified with extant resources will be documented on Iowa Site Inventory forms.

Additional extant sites and sites without extant resources will be documented within the historic context in the survey report. No archeological work will be completed as part of this project.

The community of Atlassia is of particular interest due to the lack of identified properties in the Iowa Freedom Trail's 2023 Inventory of Places. One freedom-seeker story is known but the exact location is not. There are also two sites not listed in the Inventory of Places, but previously researched that no longer have standing structures in Muscatine, IA: 126 W. 3rd St (D.P. Johnson house, now a parking lot) and the American House Hotel (now Roy J. Carver Charitable Trust). The former site of the African Methodist Episcopal church on East 7th Street in Muscatine is also of interest because of the notable leadership of Alexander Clark and other Underground Railroad individuals.

Sites without extant resources will not likely be able to be listed on the National Register of Historic Places, but they may be able to be listed as sites within the National Underground Railroad Network to Freedom program. Work completed for this project will assist in identifying potential sites for that program.

Under the direction of the consultant, volunteer teams from the Historic Preservation Commission will assist in the research by review of previous documentation of known resources and published works, primary sources in historical collections of libraries and museums, online newspaper archives, newspaper clippings and information gathered from public town hall meetings, and other sources identified through public town hall meetings. Collected information from the various sources will be compiled by the consultant and presented in draft and final reports.

Preserve Iowa Summit 2025

SUMMARY OF THE PROJECT

The City of Muscatine Historic Preservation Commission (City HPC) offers to host the Preserve Iowa Summit in June 2025 in conjunction with the State Historic Preservation Office (SHPO). Substantial support for this event will be provided by the Muscatine County Historic Preservation Commission (County HPC). Assistance will be provided to SHPO in planning meetings, securing local venues and associated presentation facilities/equipment, securing local sponsorships and volunteers, and promoting the Summit.

SCOPE OF WORK

Host Community's Duties for the Preserve Iowa Summit.

- Participate in regular planning meetings
- Apply for a CLG grant and serve as the fiscal agent to undertake a special project that will be highlighted at the Summit
- Arrange for local venues, AV, food and beverage
- Assist with session topic selections and keynote
- Identify local speakers and success stories

- Identify, develop and lead local tours
- Assist with exhibit hall
- Local promotion
- Secure local sponsorships (in recent years this has ranged from \$6,500 to \$15,000); use these funds to pay directly for some local expenses (food and drink, local tours)
- Provide volunteers to moderate sessions, staff registration, be human arrows, etc.
- Provide staff and volunteers for set up, running the conference and tear down

B. PRODUCTS

Authority will furnish the following:

- CLG Grant Project Director's Manual
- Forms for documentation of match

Grantee will produce and distribute the following grant products:

Following receipt of the Notice to Proceed (the "Notice") and executed Agreement, the Local Project Director will complete and submit a progress reporting form to Authority quarterly. The Local Project Director is encouraged to submit these quarterly reports electronically.

Tangible work products include:

Draft Request for Proposals (RFP), subcontract and a list of consultants to whom these documents will be sent.

Final Request for Proposals (RFP) and subcontract for distribution to consultants;

Signed and executed subcontract agreement with the selected consultant;

Quarterly reports

Project research design discussing project activities and methodology;

Press release describing the project

Draft survey report containing the information found in a Multiple Property Document (MPD) (summary, research design, historic context, survey results, and recommendations) but in the form of a survey report;

Two to three sample/draft Iowa Site Inventory forms, each with at least one photographic image (only up to 10 total forms for project);

Final survey report submitted in pdf through ESHPO; and four printed bound copies with two CDs/USB drives provided to Muscatine Historic Preservation Commission

Digital copy of Iowa Site Inventory forms submitted through ESHPO and one printed set submitted to Muscatine Historic Preservation Commission

A completed Historic-Architectural database (HADB) encoding form, summarizing the project report if this project involves a standing structure submitted through ESHPO.

10-12 photographs documenting the project. These are typically “action” shots showing consultants and volunteers at work.

C. SCHEDULE: ACTIVITIES AND PRODUCT SUBMISSION

Upon receipt of the Notice and the execution of the Agreement, Grantee may begin work on the Project. Grantee is expected to begin work on the Project within twenty (20) days of receiving the Notice and the copy of the Agreement. The Agreement will end on or before 07-31-2025. All work performed under the Agreement will be completed by the last day of the month prior to the contract end date (e.g. by June 30 for a Contract that ends on July 1), and the final bill must be submitted with the Final Report by 08-29-2025. Early completion of Agreement activities and submission of Agreement products is encouraged.

Tentative Schedule:

April 2024 -- CLG grant contract executed with State

April 2024 -- Draft RFP and subcontract submitted for State review

May 2024 -- Send RFP to a minimum of three consultants

May 2024 -- Select Consultant

June 2024 -- Consultant submits project research design and schedule. Kick-off meeting scheduled with Consultant and State

July 2024 -- Initial public meeting to discuss project

July -September 2024 – Research activities completed by HPC/volunteers and consultant

October-December 2024 – Identification of potential sites through research activities, additional research on specific sites, completion of research for historic context

January-February 2025 -- Development of draft survey report and draft site inventory forms

March 2025 -- Review of draft survey report by SHPO and HPC

April-May 2025 -- Consultant revises survey report and completes all Iowa Site Inventory forms

June 2025 – Present findings of intensive survey at Preserve Iowa 2025.

June 2025 -- Submit final products including report, inventory forms, and CDs

June 2025 -- HPC submits Request for Reimbursement with documentation to the State.

2025 Preserve Iowa Summit in Muscatine, Iowa

April 2024 -- CLG grant contract executed with State

April 2024 through May 2025 – Planning and coordination with Iowa SHPO to develop a quality Summit that will be attractive to and productive for Iowa CLG's and other historic enthusiasts throughout the state and possibly adjoining states.

June 2025 – Conduct the Summit in conjunction with Iowa SHPO.

D. REIMBURSEMENT SCHEDULE

Payments by Authority shall be made upon receipt of the Payment Request Form and supporting documentation, including billing invoices from Grantee that relate expenses being billed to budgeted expenses identified in Attachment B Budget. Each payment request will be audited by Authority to ensure that sufficient progress has been made in support of the invoice. Timely submission of products is essential for reimbursement. Claims must be submitted through the platform designated by the Authority, currently SlideRoom, but subject to change.

The following payment schedule will be used:

Approval of draft products: Up to 70% of grant

Approval of all products: Remaining balance of the grant

Adjustments between budget categories are permissible following written consent by Authority pursuant to Section 12.3 of the Agreement.

E. COORDINATION

This Project will be managed by Grantee in cooperation with Authority. Grantee will be represented by a Project Director, and Authority will be represented by its Project Manager, Allison Archambo, State Historic Preservation Office, Iowa Economic Development Authority, 1963 Bell Avenue Suite 200, Des Moines, Iowa 50315 at (515) 348-6287 or Allison.Archambo@iowaeda.com.

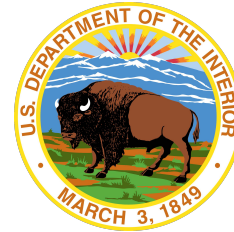
Grantee's Project Director will maintain continuous coordination with Authority's Project Manager, during the Contract.

ATTACHMENT B
BUDGET

Grant Request: \$20,000.00
Total Cash Match: \$4,082.00
Total In-Kind Match: \$12,705.00
Total Project Budget: \$36,787.00

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
06/08/2023		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 Formula Grant			
4. GRANT NO. P23AF00921-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P23AF00921		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 10/01/2022		Through 09/30/2025	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 10/01/2022		Through 09/30/2025	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Annual Appropriations Act

8. TITLE OF PROJECT (OR PROGRAM)
This request is for grant funding to support the operations of the State Historic Preservation Office for Iowa.

9a. GRANTEE NAME AND ADDRESS	9b. GRANTEE PROJECT DIRECTOR
IOWA DEPARTMENT OF CULTURAL 600 E Locust St RM 2007 Des Moines, IA, 50319-1006	HEATHER GIBB 600 E Locust St Des Moines, IA, 50319-0290 Phone: 5152814013

10a. GRANTEE AUTHORIZING OFFICIAL	10b. FEDERAL PROJECT OFFICER
HEATHER GIBB 600 East Locust Street Des Moines, IA, 50319-0290	Ms. Megan Brown 1849 C Street NW 7360 Washington, DC, 20240-1000 Phone: 202 354 2062

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 1,071,922.00	
II Total project costs including grant funds and all other financial participation		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 \$ 1,071,922.00	
		13. Total Federal Funds Awarded to Date for Project Period \$ 1,071,922.00	
		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 AWARDOING 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
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GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants
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Washington, DC, 20240-1000
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LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051036045-00010	\$1,071,922.00	10/01/2022	09/30/2025	5140	FY234 HPF SHPO Iowa	

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

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 §302902 – Grants to States
2. Consolidated Appropriations Act of 2023, enacted as Public Law 117-328
3. 54 USC §3001 et seq. - National Historic Preservation Act

2. Legal Authority

NPS enters into this Agreement pursuant to:

1. 54 USC §302908 – Grants to the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau
2. Consolidated Appropriations Act of 2023, enacted as Public Law 117-328
3. 54 USC §3001 et seq. - National Historic Preservation Act

3. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial, and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq. (commonly known as the National Historic Preservation Act).

4. Public Purpose

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Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance with their NPS approved State Historic Preservation Plans.

5. 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* includes:

1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*, and in the *Historic Preservation Fund Grant Manual*.

6. Responsibilities of the Parties

1. The Recipient agrees to:
 1. The Recipient shall 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* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
 3. Notify NPS of all selected subawards/subgrants, contracts, and in-house projects via HPF Online.
 4. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant 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.
 5. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317. 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.

7. 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.

8. Pre-Award Incurrence of Costs

The Recipient is authorized to incur pre-award costs on or after October 1, 2022. Pre-award costs must be

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allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

9. 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

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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.

10. 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.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
 1. An annual report package reflecting the first year of the period of performance (page 2, Report Cycle table, row 1) including:
 1. Updated HPF Online
 2. Annual SF-425, *Federal Financial Report*
 3. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 2. An annual report package reflecting the second year of the period of performance (page 2, Report Cycle table, row 2) including:
 1. Updated HPF Online
 2. Signed Carry Over Statement
 3. Annual SF-425, *Federal Financial Report*

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4. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
3. Final report package reflecting the full period of performance of this award (page 2, Report Cycle table, row 3) including:
 1. Completed HPF Online
 2. SF-425, *Federal Financial Report*
 3. SF-428B, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 4. Copies of all indirect cost rate agreements, if any, applied against this grant
 5. Grant products, submitted digitally

11. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

12. 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, Treasury's 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. COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for

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performance that requires access to National Park Service property or resources.

Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

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 RECIPIENT 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

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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

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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

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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

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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

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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

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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.

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(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))

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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](http://Section508.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

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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

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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

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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

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:

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[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).

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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

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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. 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): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
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 in the National Register of Historic Places or applicable Tribal Register;
 2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Survey and Inventory of historic resources to determine eligibility;
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.

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2. 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); and
5. 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.).

3. 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.

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 is not 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. 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.

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.

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HPF funded development 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. 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.

7. 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/>.

8. 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 use **HPFOnline** to 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.

9. 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.

10. 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

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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.

11. 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.

12. 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

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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).

13. 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.

14. 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.

15. Subgrant Awards

The awarding of subgrants must follow the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

16. 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.

17. 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.

18. 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.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

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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.

20. 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
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\$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

21. 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.

22. 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.

23. 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

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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.

24. 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.

25. 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.

26. Cost Sharing/Matching Requirement

A minimum of 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute the amount identified in block 11n in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

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27. Pass-Through to Certified Local Governments

At least 10.0% of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. **Funds not obligated to CLGs by July 1 of the second year may be recaptured and redistributed to the benefit of other CLGs. Funds not expended in the third year may be recaptured and returned to the U.S. Treasury.** If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.

28. Certified Local Government Evaluations

The State must thoroughly evaluate each of their Certified Local Governments (CLGs) at least every four years. The NPS will monitor that the State has evaluated at least 25% (or more) of their CLGs with the next End of Year report. Should the State fail to do so, the NPS will require a plan for meeting CLG evaluation requirements.

AWARD ATTACHMENTS

IOWA DEPARTMENT OF CULTURAL

P23AF00921-00

1. Environmental Certification
2. Digital Products Submission



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
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)	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)
Substantive event materials (including programs, proceedings, handouts, photographs)	Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)	Other documentation not intended for the general public (including survey forms, financial records, correspondence)
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)
Online content (including websites, story maps, and other web-based projects)	

- **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	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i>
Historically Black Colleges & Universities	<i>HBCU</i>
Historic Preservation Fund	<i>HPF</i>
Paul Bruhn Historic Revitalization Grants	<i>PBHRG</i>
Save America's Treasures	<i>SAT</i>
Semiquincentennial	<i>SEMI</i>
State Historic Preservation Office	<i>SHPO</i>
Tribal Heritage Grants	<i>THG</i>
Tribal Historic Preservation Office	<i>THPO</i>
Underrepresented Communities	<i>URC</i>

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.

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CERTIFICATION STATEMENT

I, _____, certify that I have read and understand the attached National Park Service grant agreement from Federal Fiscal Year 2023. I understand that when the National Park Service grant agreement for Federal Fiscal Year 2024 is available, the Iowa Economic Development Authority will forward a copy.

Authorized Official of the Grantee:		Date:	
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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED



City of Muscatine

ITEM NUMBER 2024-0215

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Execute a Memorandum of Understanding with the Iowa Department of Inspections, Appeals, and Licensing

EXECUTIVE SUMMARY

Presented for Council's consideration is a Memorandum of Understanding between the Muscatine Municipal Housing Agency and the Iowa Department of Inspections, Appeals, and Licensing for services to investigate potential cases of fraud by clients in the Public Housing and/or Section 8 Housing Choice Voucher programs. The MOU replaces the 28E Interagency Agreement approved by City Council in February.

STAFF RECOMMENDATION

Staff recommends Council approve execution of the MOU.

BACKGROUND/DISCUSSION

Previously a 28E Interagency Agreement was entered into between the Iowa Department of Inspections, Appeals, and Licensing (DIAL) and the Muscatine Municipal Housing Agency (MMHA) for services to investigate suspected cases of fraud in the Housing Choice Voucher and Public Housing programs as required by the U.S. Department of Housing and Urban Development. Many participants suspected of committing fraud are also recipients of services through the Iowa Department of Health and Human Services (DHHS). DHHS utilizes DIAL to conduct fraud investigations for their program participants.

MMHA was recently notified that DIAL is updating their policies and procedures and is replacing the 28E agreements with MOUs to enter multi-year contracts. Terms of the MOU have been revised to a fee to cover the hourly salary, benefits and indirect costs associated with the work performed and is effective July 1, 2024 to June 30, 2029. The MOU may be terminated for lack of funding, change in law or for cause.

CITY FINANCIAL IMPACT

There is no impact to the general fund for approving this contract. Any charges for investigations are paid for by the housing programs. There are no charges if we do not request an investigation.

ATTACHMENTS

1. 2024-29 DIAL-MMHA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IOWA DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING
AND
THE IOWA HUD – MUSCATINE MUNICIPAL HOUSING AGENCY

I. IDENTITY OF PARTIES

- A. **The State of Iowa, Department of Inspections, Appeals, & Licensing (DIAL):** The Department's address is 6200 Park Avenue, Suite 100, Des Moines, IA 50321-1270.
- B. **The HUD in Iowa – Muscatine Municipal Housing Agency:** MMHA's address is 215 Sycamore St., Muscatine, IA 52761.

II. DURATION

The term of this Agreement shall be July 1, 2024 through June 30, 2029, unless terminated earlier in accordance with the Termination section of this Agreement.

III. PURPOSE

The purpose of this Agreement is to authorize the performance of Section 8 Voucher Program / Public Housing investigations of the Iowa HUD – Muscatine Municipal Housing Agency.

IV. AUTHORITIES

Iowa HUD – Muscatine Municipal Housing Agency and DIAL are authorized to participate in this Agreement under the following authorities:

- A. Iowa HUD – Muscatine Municipal Housing Agency is the agency authorized by the US Department of Housing and Urban Development.
- B. DIAL is the agency authorized pursuant to Iowa Code chapter 10A and designated by the Governor to conduct various audits, inspections, and investigations.
- C. Each party to this Agreement represents and warrants to the other party that:
 - 1) It has the right, power, and authority to enter into and perform its obligations under this Agreement.
 - 2) It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

V. CORE RESPONSIBILITIES OF IOWA HUD – MUSCATINE MUNICIPAL HOUSING AGENCY

- A. Iowa HUD – Muscatine Municipal Housing Agency shall refer investigations to DIAL, utilizing the process provided by DIAL.
- B. Iowa HUD – Muscatine Municipal Housing Agency shall provide access to:
 - 1) All case records pertinent to the investigations being conducted.
 - 2) Witnesses, files, and appropriate records for hearings, trials, appeals or administrative responsibilities relative to this Agreement.
- C. Iowa HUD – Muscatine Municipal Housing Agency shall respond promptly to questions from DIAL.

- D. Iowa HUD – Muscatine Municipal Housing Agency does not delegate authority to exercise administrative discretion or supervision of the Iowa City – Muscatine Municipal Housing Agency to DIAL.
- E. Iowa HUD – Muscatine Municipal Housing Agency rules, regulations, or decisions shall not be subject to review, clearance, or similar actions by DIAL personnel.

VI. CORE RESPONSIBILITIES OF DIAL

- A. DIAL shall investigate and obtain evidence with regard to possible applicant fraud within the Iowa HUD – Muscatine Municipal Housing Agency HUD program in properly referred cases from Iowa HUD – Muscatine Municipal Housing Agency.
- B. Upon the request of any county attorney in Iowa, DIAL shall, to the extent possible, negotiate and administer agreements with county attorneys for Iowa HUD – Muscatine Municipal Housing Agency fraud prosecutions. DIAL is the lead agency for county attorney contacts. Upon request, a copy of all agreements shall be made available to Iowa HUD – Muscatine Municipal Housing Agency.
- C. DIAL shall provide witnesses, summaries, documents, and other support information for hearings, trials, appeals, or administrative responsibilities relative to this Agreement.
- D. DIAL shall not have the authority to change or disapprove of a decision of Iowa HUD – Muscatine Municipal Housing Agency and shall not substitute their judgment for that of Iowa HUD – Muscatine Municipal Housing Agency with respect to the application of policies, rules, and regulations of Iowa HUD – Muscatine Municipal Housing Agency.
- E. DIAL shall not act-for or make commitments on behalf of Iowa HUD – Muscatine Municipal Housing Agency without following the provisions of this Agreement or other formal protocol which may be developed between the two agencies.

VII. COMPENSATION

DIAL shall invoice Iowa HUD – Muscatine Municipal Housing Agency for costs associated with the provision of investigative services pursuant to this Agreement. Total costs associated with the provision of investigative services shall not exceed the total salary, benefit, and indirect costs associated with the work performed. DIAL shall invoice Iowa HUD – Muscatine Municipal Housing Agency quarterly, and Iowa HUD – Muscatine Municipal Housing Agency shall reimburse DIAL within thirty (30) days of receipt of a billing statement/invoice. If Iowa HUD – Muscatine Municipal Housing Agency denies any part the invoice, Iowa HUD – Muscatine Municipal Housing Agency shall provide DIAL with a detailed reason for the denial and provide DIAL the opportunity to provide further justification.

VIII. LEGAL OR ADMINISTRATIVE ENTITY CREATED

No new legal or administrative entity is created by this Agreement.

IX. PROPERTY

Nothing in this Agreement shall be deemed to effect any change with respect to the ownership of the real or personal property of either party to this Agreement.

X. SAFEGUARDING INFORMATION

In addition to the provisions of Iowa Code section 10A.105, the parties agree to the following:

- A. DIAL agrees to comply with Iowa HUD – Muscatine Municipal Housing Agency Section 8 Voucher Program / Public Housing investigations requirements regarding confidentiality in receiving and working with Iowa HUD – Muscatine Municipal Housing Agency data.
- B. Iowa HUD – Muscatine Municipal Housing Agency designates DIAL the authority to share confidential case information with the following organizations: local or state law enforcement officials, investigative branches of the federal government, or investigative agencies from other states who are assisting in the investigation at DIAL's request.
- C. The use or disclosure of information concerning applicants and recipients, including former recipients, shall be limited to purposes directly connected with the administration of the Iowa HUD – Muscatine Municipal Housing Agency's Section 8 Voucher Program / Public Housing investigations.
- D. Iowa HUD – Muscatine Municipal Housing Agency is the custodian of records and files belonging to Iowa HUD – Muscatine Municipal Housing Agency.

XI. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the Party's appropriate point of contact shall work together to timely resolve the issue; for the purpose of this Agreement, the points of contact are:

Iowa HUD – Muscatine Municipal Housing Agency	DIAL
Jodi Royal-Goodwin	Fabricio B González
Housing Administrator	Division Administrator
(563) 264.1554	(515) 238.6102

- A. If the points of contact cannot resolve the issue in a timely manner, Iowa HUD – Muscatine Municipal Housing Agency's Housing Administrator and DIAL's Deputy Director shall work together to timely resolve the issue.
- B. If the Deputy Director and Housing Administrator cannot resolve the issue in a timely manner, Iowa HUD – Muscatine Municipal Housing Agency Board of Supervisors and DIAL's Director shall work together to resolve the issue in a timely manner.
- C. If the Directors cannot resolve the issue in a timely manner, the Parties shall attempt to resolve the issue by engaging in mediation with a mutually agreed-upon mediator. Each Party shall bear 50 percent (50%) of the costs of such mediation.

XII. TERMINATION

- A. **Termination due to lack of funds or change in law.** Either party may terminate this Agreement, without penalty or incurring of further obligation, upon sixty (60) calendar days' written notice as a result of any of the following conditions:
 - 1) Adequate funds are not appropriated or granted to allow Iowa HUD – Muscatine Municipal Housing Agency or DIAL to operate as required or to fulfill its obligations under this Agreement;
 - 2) Funds are de-appropriated or not allocated;

- 3) The Iowa HUD – Muscatine Municipal Housing Agency or DIAL authorization to operate is withdrawn or there is a material alteration in the programs administered;
 - 4) Iowa HUD – Muscatine Municipal Housing Agency or DIAL duties are substantially modified.
- B. **Termination in whole or in part for Cause.** The occurrence of any one or more of the following events shall constitute Cause for either party to declare the other party in default of its obligations under this Agreement and to seek termination:
- 1) The party fails to perform any material requirement under this Agreement or in violation of a material provision of this Agreement, including, but without limitation, the express warranties;
 - 2) The party has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement;
 - 3) The party fails to comply with any applicable provision of Iowa Code chapter 8F.
 - 4) This MOU may be terminated for cause at any time by either party by sending a 30-day written notice of termination of the MOU to the other party.

XIII. ADMINISTRATION

- A. **Notice.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be addressed to each party as set forth as follows:

**Iowa HUD – Muscatine Municipal
Housing Agency**

Housing Administrator
215 Sycamore St.
Muscatine, IA 52761

DIAL

Director's Office
6200 Park Avenue, Suite 100
Des Moines, IA 50321-1270

- B. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.

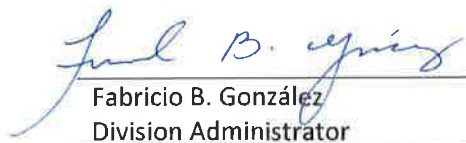
XIV. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

**Iowa HUD – Muscatine Municipal
Housing Agency**

Mayor of the City of Date
Muscatine

**Iowa Department of Inspections, Appeals,
& Licensing – Investigations Division**

 4/23/2024

Fabricio B. González Date
Division Administrator



City of Muscatine

ITEM NUMBER 2024-0216

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Brian Stineman, Public Works Director
Randy Moeller, Vehicle and Equipment Maintenance Supervisor

SUBJECT

Request to Approve Declaration of Items as Surplus and Authorize Sale of Items at Public Surplus Auction

EXECUTIVE SUMMARY

The Vehicle Maintenance Division of Public Works is requesting that the following items be declared surplus so they can be disposed of through the City's surplus auction.

STAFF RECOMMENDATION

All items have been reviewed and submitted by other departments are ready to be declared as surplus items.

BACKGROUND/DISCUSSION

The City has held several of these auctions in the past, and they have been very successful. This allows us to remove items from storage that are no longer useful to the organization and to receive some financial gain from selling them at auction.

CITY FINANCIAL IMPACT

The items will be sold to the general public and the funds will be transferred back to the City.

ATTACHMENTS

1. Declaration of public surplus item May 2024 (1)



City of Muscatine



AGENDA ITEM SUMMARY

City Council

DATE:

May 9, 2024

STAFF

Brian Stineman, Public Works Director

Randy Moeller, Vehicle and Equipment Maintenance Supervisor

SUBJECT

Declaration of City items as surplus so they can be sold on the Public Surplus auction

EXECUTIVE SUMMARY

I am asking that the following items be declared surplus so they can be disposed of through the City's surplus auction.

STAFF RECOMMENDATION

It is my recommendation that these items be declared as surplus items.

BACKGROUND/DISCUSSION

The City has held several of these auctions in the past and have been very successful.

CITY FINANCIAL IMPACT

The items will be sold to the general public and the funds will be transferred back to the City.

ATTACHMENTS

Camera from C&D, has been replaced.

Golf ball washers from the Golf Course.

Golf ball dispensing machine from the Golf Course.

Electric calculator from PW Administration.

Misc. tire and wheels from vehicles we no longer own from Equipment Services.

2011 Ford Crown Victoria from Fire Department handed down from the PD years ago.

2009 Freightliner/New Way garbage truck from the Refuse Department, being replaced in July.

2010 Walking floor semi-trailer from the Transfer Station, has been replaced.

2006 F-350 Ford one ton dump truck from the Refuse Department, has been replaced.

2013 Chevrolet Malibu from the Police Department, repairs needed cost more than the value of the car.

Infrared camera and tri-pod from the Police Department.

2015 Chevrolet Tahoe from the Police Department, needs transmission.

Display boards from the Police Department.

Electronic dust print lifter from the Police Department.

Infrared camera from the Police Department (quantity 2)

Adjustable light source from the Police Department.

Fingerprint workstation from the Police Department.

4 small scales from the Police Department.

Scanner from Public Works Administration, does not work.

Printer/Copier from Public Works, does not work.

Stainless water bath with lid from WPCP

Glass cylinder from WPCP

Misc. measuring and testing devices from WPCP

Portable air compressor from Roadway Maint. Has been replaced.

Microscope from WPCP.

Heating table from WPCP.

Oil content analyzer from WPCP.

Graduated cylinders from WPCP.

Griffin beakers from WPCP.

4-ounce bottles from WPCP.

Meat grinder from WPCP.

Survey equipment from Engineering.

Electronic measuring tool from Engineering.

Lab drying oven from WPCP.

Lab multimeter from WPCP.

Incubator from WPCP.

Stainless steel gas regulator from WPCP.

UV spectrometer from WPCP.

Ion chromatograph tower from WPCP.

Oil and grease extractor from WPCP.

Miscellaneous distillation glassware from WPCP.

Hydraulic cylinder from Roadway Maint.

Lighted arrows from Roadway Maint.

Stainless steel tool boxes from Roadway Maint.

Hydraulic lifting table from Roadway Maint.

Hydraulic control valves from Roadway Maint.

2010 Siemens UV Disinfection System from WPCP.



City of Muscatine

ITEM NUMBER 2024-0218

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

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

SUBJECT

Request to Approve the Greenwood Cemetery Office Operations and Retail Sales Agreements to Amy Laue and Leyda, Burrus and Metz dba LBM, Inc. in the amount of \$25,000.00 to be paid to the City annually with a 5% escalator after the first year of the 3-year proposed agreement.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve the Greenwood Cemetery Office Operations and Retail Sales Agreements to Amy Laue, Leyda, Burrus and Metz dba LBM Laue, Inc. in the amount of \$25,000.00 to be paid to the City annually with a 5% escalator each year after the first year of the 3-year proposed agreement.

STAFF RECOMMENDATION

At this time, City staff recommends approval of the Greenwood Cemetery Office Operations and Retail Sales Agreements to Amy Laue and Leyda, Burrus and Metz dba LBM Laue, Inc.

BACKGROUND/DISCUSSION

In 2004, the City of Muscatine started the Greenwood Cemetery Office Operations and Retail Sales programs out of necessity due to pending staff reductions due to budget cuts. The Office Operations Agreement is responsible for the day-to-day operations of daily business at the cemetery, which include grave sales, burial arrangements and general citizen inquiries. The Retail Sales Agreement located on the chapel side of the Greenwood Cemetery administrative building conducts retail sales business for general ancillary burial space needs requested by citizens.

As both agreements are due to expire on June 30, 2024, City staff, in accordance with City Council directives during the recent budget process, solicited bids for the before-mentioned agreements. Three bids were received for the Office Operations Agreement and two bids were received for the Retail Sales Agreement. Please see the attached Bid Results sheet for the actual bid results.

CITY FINANCIAL IMPACT

The current Office Operations Agreement requires the City to pay the vendor of record \$610.00 per month or \$7200.00 annually. The new vendor has proposed to perform the functions in the Office Operations Agreement for no fee as long as they are awarded the Retail Sales Agreement as they have proposed.

The current Retail Sales Agreement requires the vendor of record to pay the City a 19% commission on gross sales net of the sales tax on all sales in Greenwood Cemetery. The new vendor has proposed to pay the City an annual up front flat fee of \$25,000.00 per year with a 5% escalator each year after the first year of the proposed three-year agreement. Additionally, the new vendor has asked for a contract option of renewal after the first three-year agreement expires with a 7% compounded escalator each year. In the past three years, the City has received commissions from the current vendor of record ranging from \$17,773.00 to \$24,975.00.

The net budget effects of the proposed new agreements will result in the Greenwood Cemetery budget realizing a decrease of \$7200.00 in expenditures and an increase in revenues with a guaranteed minimum commission greater than the previous three years.

ATTACHMENTS

1. Greenwood Cemetery R.F.P. Submittal
2. Greenwood Cemetery Bid Results
3. Greenwood Cemetery Business Office Operations Agreement 2024
4. Retail Sales And Service Agreement - Greenwood Cemetery 2024

Greenwood Cemetery
Business Office Operations

REQUEST FOR PROPOSAL - SUBMITTAL SHEET

Name of Vendor: LBH Lane, Inc. dba: LexDA, Burials + Interments

Contact Person: Amy Lane

Business Address: 1500 Debow St. / PO Box 457 Burlington, Iowa

Phone: Business 319-752-4654 Home Cell: 319-750-3454

A. Explain your Cemetery Business Office Operations Experience:

If we have worked with hundreds of cemeteries throughout the last 30 years. I also was the secretary / ops. for a local small country cemetery + on the Board of Directors for a small local cemetery.

B. Can you obtain a minimum of \$500,000.00 general liability insurance?

X yes no

C. Can you staff a business office at Greenwood Cemetery?

X yes no

D. Please state your compensation expectations for conducting Business Office Operations at Greenwood Cemetery:

0

E. Please list any additional services you could or would provide. Please be specific:

Additional Customer Service - on call after hours phone answered or messages returned
All employees properly trained to work the office + retail business. Knowledge + experience in Anatomy + genealogy

Return completed submittal sheet by 5:00pm Friday, April 26, 2024 to the Muscatine Parks and Recreation Department, 215 Sycamore, Muscatine, IA 52761. If you have any questions or require more information, please contact the Muscatine Parks and Recreation Department at (563)263-0241.

LBM Lane, Inc
Amy Lane

Name of vendor LBM Lane, Inc dba: Leyda Blumst & Metz Monument

Phone: business 319-752-4654 cell: 319-750-3454
home

Address: Business: 1500 Osborn St / Burlington, IA / Home: 10393 Gay Course Rd. Burlington, IA

A. Cemetery retail sales operation experience:

30 years - Monument Company experience
(owner - 10 years)

Currently 10 employees + 8 commissioned sales people
Office + production shop in Burlington, IA + Macomb Illinois

B. Can you obtain a minimum of \$500,000.00 general liability insurance?

Yes X No

(Sales office +
Display)
Candy Lane
Monuments

C. Can you staff a showroom at Greenwood Cemetery?

Yes X No

D. What percentage (%) of your gross sales would you pay to the City?

 % (see attached proposal)

E. Please list items and proposed prices that would and/or could be sold by you at Greenwood Cemetery:

- Monuments + markers - price Range \$650 - \$55,000.
- Granite + metal craft vases, Flowers, Cemetery Decor
- specialty memorials + honorarium granite paths
- civic and government memorials

F. Please list any additional services you could or would provide. Please be specific:

Customer service + satisfaction - Priority!

Cemetery lettering?

(8 employees) Staff with 160 combined years experience

Return completed proposal by 5:00pm, April 26, 2024, to the Muscatine Parks and Recreation Department, 215 Sycamore, Muscatine, IA 52761. If you have any questions or require more information, please contact the Muscatine Parks and Recreation Department at (563)263-0241.

Amy Laue & Leyda, Burrus & Metz
1500 Osborn Street / PO Box 457
Burlington, IA 52601
319-750-3454 cell / 319-752-4654 office

PROPOSAL FOR BOTH THE GREENWOOD CEMETERY RETAIL SALES OPERATIONS
-and-
THE CEMETERY BUSINESS OFFICE OPERATIONS

- **3 YEAR PROPOSAL WITH AN ADDITIONAL 3 YEAR OPTION FOR BOTH CONTRACTS**

- **GUARANTEED FLAT RATE COMMISSION FOR THE RETAIL SALES OFFICE:**

1ST YEAR CONTRACT JULY 1, 2024 TO JUNE 30, 2024	\$25,000
2ND YEAR CONTRACT JULY 1, 2025 TO JUNE 30, 2026	\$25,000 + 5% (\$1250) \$26,250
3RD YEAR CONTRACT JULY 1, 2026 TO JUNE 30, 2027	\$26,250 + 5% (\$1312) \$27,562
(ADDITIONAL 3 YEAR OPTION OF RENEWAL)	
4TH YEAR CONTRACT JULY 1, 2027 TO JUNE 30, 2028	\$27,562 + 7% (\$1929) \$29,491
5TH YEAR CONTRACT JULY 1, 2028 TO JUNE 30, 2029	\$29,491 + 7% (\$2064) \$31,555
6TH YEAR CONTRACT JULY 1, 2029 TO JUNE 30, 2030	\$31,555 + 7% (\$2209) \$33,764

- **\$0 COMPENSATION PAID TO LBM TO RUN THE CEMETERY BUSINESS OFFICE**

CEMETERY HOURS: Monday – Friday 9:00am to 5:00pm, except The City Holidays. + On Call Phone Answered after hours, holidays & weekends.

RETAIL SALES OFFICE HOURS: Monday – Friday 10:00am to 5:00pm, except The City Holidays. + On Call Phone Answered after hours, holidays & weekends.

***ALL EMPLOYEES WILL BE EQUALLY TRAINED TO WORK BOTH SIDES**

STAFF: Professional Staff & Knowledgeable Management Team able to assist within 46 miles of Muscatine.

PRODUCTS & SERVICES: (see attached – multiple items & service)

\$2 MILLION GENERAL LIABILITY INSURANCE TO BE PROVIDED

**City of Muscatine
Muscatine Parks and Recreation Department
Greenwood Cemetery**

Bid Results

Retail Sales Agreement

<u>Vendor</u>	<u>Bid Results</u>
1. Amy Laue and Leyda, Burrus & Metz	\$25000.00 Flat Fee *5% annual increase each additional year of the byer contract.
2. Iowa Memorial Granite Company	3% up to maximum \$40,000.00 if they have the office contract 4% up to maximum \$40,000.00 if they do not have the office contract

Office Operations Agreement

1. Amy Laue and Leyda, Burrus & Metz	\$0.00 if they have the Retail Sales Contract
2. Iowa Memorial Granite Company	\$36,000.00 Annually
3. H. Ventures	\$50000.00 Annually

GREENWOOD CEMETERY BUSINESS OFFICE OPERATIONS AGREEMENT

It is hereby agreed by and between the City of Muscatine, Iowa hereinafter referred to as city, and Amy Laue and LBM Laue, Inc. DBA Leyda, Burrus & Metz Monuments, hereinafter referred to as Vendor, as follows:

1. Vendor agrees to provide business office operation services at Greenwood Cemetery in Muscatine, Iowa, under the direction of the Director of the Parks and Recreation Department of the City or his or her designee, including but not limited to the following:

Keeping necessary and appropriate records of all funerals and lot sales, computer and card file entry, daily log of income, funeral requests, routine communications with funeral directors, researching and locating lots, deed administration, responsible for handling money and making bank deposits, administration of private trust accounts including placing decorations on grave sites as required, receiving and tracking stone foundation orders, tracking and mailing statements for various services and conducting genealogy services as requested,

2. City agrees that the payment to Vendor for the business office operation services is the sum of \$0.00, during the terms of this agreement.

3. The term of this agreement begins July 1, 2024 and continuing through June 30, 2027, with a three additional year option, as proposed by Vendor to end or be renegotiated, June 30, 2030.

4. Vendor agrees that it will provide these services daily, that is Monday through Friday of each week, beginning at 9:00am to 5:00pm, except city recognized holidays, during the term of this Agreement. The standard business hours may be adjusted with approval in writing by the City.

5. Vendor and City agree that should Vendor default in its performance of this agreement, the City may terminate this Agreement upon thirty (30) days notice to Vendor, in which case the Vendor shall be liable to the City for any costs incurred by the default, including but not limited to securing alternate operation services, reasonable attorney's fees and costs which might be incurred by reason thereof.

6. City represents that it has not contracted with any other party concerning the business office operation services as above provided and that vendor has the exclusive rights to perform this agreement.

7. Vendor shall comply with all federal, state and local regulations.

8. Vendor shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to weather, strikes, riots, fires and acts of God.

9. Vendor shall provide a certificate of general liability insurance in the minimum amount of \$500,000 with the City as a named insured and agrees to indemnify and hold harmless the City, its employees, agents and city council from all liability arising from the services performed by the Vendor and its employees or agents, including court costs, attorneys' fees, costs of defense, settlement and any judgment rendered.

10. Vendor shall not permit any of the following practices:

a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

b. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.

c. To discriminate against any individual in the performance of any obligation or the extension of services under this contract because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

11. Time is of the essence of each provision in this Agreement and this document forms the complete agreement between the parties and any other arrangements or representations, written or oral, are hereby rescinded and replaced by this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

12. Prior to June 30, 2027, the completion of the first three year period, the Vendor agrees to issue in writing intent to accept or decline the additional three year option as originally proposed by Vendor. Additionally, the City reserves the right to terminate this Agreement at the end of the six year period, if the City decides to change the operational management of Greenwood Cemetery. At such time, the Vendor will be given a sixty (60) day Termination of Agreement Notice.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate of the first date written.

MAYOR: _____ CITY CLERK: _____

Vendor: Amy Laue and LBM Laue, Inc. DBA: Leyda, Burrus & Metz Monuments

BY: _____ (Amy L. Laue)

RETAIL SALES AND SERVICE AGREEMENT
Greenwood Cemetery

It is hereby agreed by and between the City of Muscatine, Iowa hereinafter referred to as City, and Amy Laue and LBM Laue, Inc., doing business as Leyda, Burrus & Metz Monuments. hereinafter referred to as Vendor, as follows:

1. That the City agrees to allow the Vendor to use the Cemetery Chapel Building for Cemetery Retail Sales and Service Operations at Greenwood Cemetery in the City of Muscatine, Iowa for the period from July 1, 2024 to June 30, 2027, with a three additional year option, as proposed by Vendor to end or be renegotiated, June 30, 2030.
2. That the Vendor at all times indicated herein shall furnish Cemetery Retail Sales and Service as specified in the R.F.P. submitted by Vendor which is attached to this Agreement to adequately serve the public that may be using the cemetery and agrees that at all times during the period of this contract Vendor will maintain sufficient equipment and merchandise to adequately serve the public.
3. That the Vendor, in consideration of using said building, agrees to pay to the city an annual payment of \$25,000 the first year, with an additional 5% escalator each year after the first year of the 3-year proposed agreement. The City and the Vendor agree to an additional 3-year option of renewal, at the conclusion of the initial 3-year agreement. The option for renewal will be for the original proposed and accepted terms and conditions of the extension. (See Vendor Proposal May 2024) The Vendor shall pay the annual payment on or before July 1st of each contract year. The Vendor shall produce gross total dollar Sales to the City each year for their future reference.
4. That the Vendor agrees to obtain all necessary licenses, permits, and certificates, as required by Federal law, State law, or local Ordinance, at Vendor's expense.
5. That the Vendor agrees to assume full and absolute responsibility for, and to defend, hold harmless and indemnify, the City and its Officers, Employees, and Agents, for any and all claims, damages and losses in any way resulting from the maintenance, operation, or use of the area or buildings covered by this agreement. Such responsibility includes, but is not limited to, losses from the use of retail items or display items; physical damage to property owned by the City, the Vendor, the Vendor's employees, or private individuals; and any and all consequential and economic damages.

Prior to the effective date of the agreement, the Vendor shall file a certificate of insurance with the City, with the right of fifteen (15) day notice of cancellation, naming the City as additional insured. The Vendor shall purchase liability insurance in the amount of at least five hundred thousand (\$500,000) per occurrence and five hundred thousand dollars (\$500,000) aggregate for bodily injury and property damage claims and shall include product liability.

6. The Vendor agrees to keep all equipment in a clean and safe condition, according to all appropriate regulations. The City and other authorized inspectors shall have the right to enter and inspect the premises at any time. Any directives by authorized inspectors of the City shall be complied with immediately. Any violation which is the subject of a written corrective notice, which has not been rectified within seventy-two (72) hours, shall be cause for immediate cancellation of this agreement by the City,
7. That the Vendor agrees to observe all laws of the State of Iowa, all Ordinances of the City of Muscatine, Iowa. and all Federal laws applicable to Vendor on said premises.
8. That the Vendor agrees not to assign this agreement or sublet the premises without the expressed written consent of the City.
9. That the City will furnish the building to the Vendor as is during the usage period. The Vendor will provide all office furnishings and display materials necessary to operate a show room. The Vendor must clean the building during the use periods of this agreement. The interior and exterior of the building shall be kept clean and uncluttered.
 10. That the Vendor may not make permanent changes or improvements to the premises without the expressed written consent of the City, and said improvement shall become the property of the City upon termination of this agreement without further compensation to the Vendor.
 11. That the Vendor shall be responsible for any phone payments and charges which become necessary in the operation of the premises covered by this agreement. The City will provide internet service to the site. The Vendor will be responsible for any secondary equipment or fees.
12. That the Vendor agrees to keep said building open during major periods of activity and hours mutually agreed upon. The Parks and Recreation Department office will inform the Vendor of additional scheduled activities.
13. That the Vendor shall have exclusive retail sales and service on-site privileges for Greenwood Cemetery.

Note: The City reserves the rights to host special events in the cemetery with citizens at any time.
14. That upon failure to pay the monies agreed upon herein, or to comply with any of the stipulations or conditions of this agreement by said Vendor, the City may elect to declare forfeiture of this agreement and may take possession of the premises within seven (7) days notices at any time and may bring action for forcible entry and detainer as allowed by Law for recovery of possession. Failure of the City to declare the forfeiture of this agreement shall not operate as a waiver of any noncompliance.

15. That the City shall have a lien for all costs, as herein described at any time remaining unpaid upon any and all property of the Vendor, used or kept on or above said premises, during the existence of this agreement whether or not such property is exempt from execution and attachment. No demand for the monies herein described shall be necessary to entitle the City to the right herein agreed upon.
16. The Vendor agrees to pay nine (9) percent per annum on all past due monies payable under this agreement and pay all reasonable expenses and attorney's fees connected with the enforcement of the provisions of this agreement with which the Vendor has failed to comply.
17. That the City or Vendor may terminate this agreement by providing written notice of said termination to the other at least thirty (30) days prior to the date of termination. The City reserves the right to terminate this agreement within seven (7) calendar days written notice if the Vendor does not perform the terms and conditions of this agreement.
18. That the Vendor shall not permit any of the following practices:
- a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
 - b. To discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.
 - c. To discriminate against any individual in the performance of any obligation or the extension of services under this contract because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

19. Prior to June 30, 2027, the completion of the first three year period, the Vendor agrees to issue in writing intent to accept or decline the additional three year option as originally proposed by Vendor. Additionally, the City reserves the right to terminate this Agreement at the end of the six year period, if the City decides to change the operational management of Greenwood Cemetery. At such time, the Vendor will be given a sixty (60) day Termination of Agreement Notice.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS _____ DAY OF _____, 2024.
City of Muscatine, Iowa

MAYOR: _____ CITY CLERK: _____

Vendor: Amy Laue and LBM Laue, Inc. DBA: Leyda, Burrus & Metz Monuments

BY: _____ (Amy L. Laue)



City of Muscatine

ITEM NUMBER 2024-0220

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve Change Order #2 for the Replacement UV Disinfection System Project in the amount of \$1,392.73.

EXECUTIVE SUMMARY

Request to Approve Change Order #2 for the Replacement UV Disinfection System Project in the amount of \$1,392.73.

STAFF RECOMMENDATION

Staff recommends approval of the change order for this project.

BACKGROUND/DISCUSSION

Several pieces were received damaged from the manufacturer. The pieces were replaced for no charge but there were labor fees for the contractor to remove and reinstall the damaged pieces. They were plates on the bank frames that did not fit correctly due to the damage. The construction contract was \$545,000.00. Change order #1 was \$8,570.66.

CITY FINANCIAL IMPACT

The construction cost for the project was \$545,000.00 so this is a minimal amount that will not affect the budget. Change order #1 was for \$8,570.66, also a minimal amount.

ATTACHMENTS

1. Change Order 2 Replacement UV.240509



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

May 1, 2024

CHANGE ORDER NO. 2

REPLACEMENT UV DISINFECTION SYSTEM PROJECT
MUSCATINE, IOWA

Change Order No. 2 is for the following modifications to the project:

1. Cost was to remove and replace defective plates on the Trojan UV bank frames on disinfection equipment procured by City prior to construction (GCI PCO 03).

LS \$ 1,392.73

Change Order No. 2 increases the contract amount by \$ 1,392.73.

GENERAL CONSTRUCTORS, INC.

By Joseph Luton

Title PROJECT MANAGER

Date 05.03.24

CITY OF MUSCATINE, IOWA

By _____

Title Mayor

Date _____

VEENSTRA & KIMM, INC.

By Emily Sinebaugh

Title Project Engineer

Date 5/1/2024

CITY OF MUSCATINE, IOWA

By _____

Title City Administrator

Date _____



City of Muscatine

ITEM NUMBER 2024-0221

AGENDA ITEM SUMMARY

DATE: 5/16/2024

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Approve and Purchase Easements for West Hill Sewer Separation Phase 6 C Construction in the amount of \$14,014.70.

EXECUTIVE SUMMARY

Presented for City Council approval is a request to approve and purchase easements for the West Hill Sewer Separation Phase 6 C construction in the amount of \$14,097.66

STAFF RECOMMENDATION

Approve the easements and purchase agreements.

BACKGROUND/DISCUSSION

The City of Muscatine Public Works Department has negotiated agreements with all of the affected property owners for Phase 6 C of the WHSSP. These agreements will allow the City and its contractors access to install and maintain the sanitary sewer and water lines in this area. There are thirty-seven (37) easements with a total purchase amount of \$14,097.66. The values for each purchase were based on a per square foot price determined by utilizing the property's assessed value. For more information, see the attached table of acquisitions.

CITY FINANCIAL IMPACT

Funding for these purchases is available in the West Hill Sewer Separation Project Budget.

ATTACHMENTS

1. Copy of Phase 6C Property Valuation Worksheet Template
2. Easement Purchase Agreements

WEST HILL PHASE 6 A/B - Property Valuation Table

Address	Deed Holder	Land Area SF	2023 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
1028 Sycamore St.	Joseph or Annette Rohan	3500	\$ 12,434.00	\$ 3.55	269	\$ 238.74	495	\$ 175.73	\$ 414.46
1100 Sycamore St.	Jeanne Gardner	4708	\$ 14,215.00	\$ 3.02			171	\$ 51.64	\$ 51.64
115 E 11th St.	Jose Alvidrez Jr.	4904	\$ 16,070.00	\$ 3.28		\$ -	102	\$ 33.46	\$ 33.46
916 Iowa Ave.	Kimberly Mcneely	8400	\$ 21,306.00	\$ 2.54		\$ -	372	\$ 94.49	\$ 94.49
1100 Iowa Ave.	Michael Houtz	2800	\$ 9,445.00	\$ 3.37		\$ -	155	\$ 52.24	\$ 52.24
1104 Iowa Ave.	Skuaed Properties LLC	2800	\$ 9,445.00	\$ 3.37		\$ -	47	\$ 15.84	\$ 15.84
1106 Iowa Ave.	Elizabeth or Carl Negus	8100	\$ 18,465.00	\$ 2.28		\$ -	154	\$ 35.11	\$ 35.11
1107 Iowa Ave.	Dale or Kathleen Shoppa	11120	\$ 24,147.00	\$ 2.17		\$ -	144	\$ 31.25	\$ 31.25
1108 Iowa Ave.	Noel or Karen Henneman	8100	\$ 18,465.00	\$ 2.28		\$ -	215	\$ 49.02	\$ 49.02
1110 Iowa Ave.	Noel or Karen Henneman	10920	\$ 23,013.00	\$ 2.11		\$ -	211	\$ 44.52	\$ 44.52
1114 Iowa Ave.	Nicklas or Lori Nietzel	6400	\$ 14,776.00	\$ 2.31		\$ -	212	\$ 48.97	\$ 48.97
1116 Iowa Ave.	Timmothy or Sara Storr	8000	\$ 18,465.00	\$ 2.31		\$ -	148	\$ 34.19	\$ 34.19
1155 Iowa Ave.	Hannah or Kelvin Mackey	11900	\$ 30,189.00	\$ 2.54		\$ -	196	\$ 49.78	\$ 49.78
1201 Iowa Ave.	Danielle Nau	6300	\$ 15,985.00	\$ 2.54		\$ -	110	\$ 27.94	\$ 27.94
1211 Iowa Ave.	Kimberly or Jason Theobald	6000	\$ 16,865.00	\$ 2.81		\$ -	83	\$ 23.32	\$ 23.32
1215 Iowa Ave.	Michael Allen or Sarah Martin	5000	\$ 15,624.00	\$ 3.12		\$ -	89	\$ 27.77	\$ 27.77
102 Amy Dr.	Brennan Alexander or Taneia Guerrero	7931	\$ 24,613.00	\$ 3.10	2470	\$ 1,914.25		\$ -	\$ 1,914.25
104 Amy Dr.	Yvonne Montero	7980	\$ 24,285.00	\$ 3.04	2425	\$ 1,843.00		\$ -	\$ 1,843.00
106 Amy Dr.	Jason Knipfer	8162	\$ 24,613.00	\$ 3.02	2407	\$ 1,817.29		\$ -	\$ 1,817.29
108 Amy Dr.	Douglas or Stephanie Anson	6955	\$ 21,009.00	\$ 3.02	2166	\$ 1,635.33		\$ -	\$ 1,635.33
0835326001 (301 W 3rd)	Scott or Diane Day	52708	\$ 2,650.00	\$ 0.05	5037	\$ 62.96		\$ -	\$ 62.96
212 Roscoe Ave.	Dale Pahlke	26400	\$ 28,450.00	\$ 1.08		\$ -	171	\$ 18.47	\$ 18.47
308 Roscoe Ave.	Larry Strause or Julia Hines	46200	\$ 48,781.00	\$ 1.06		\$ -	589	\$ 62.43	\$ 62.43
402 Roscoe Ave.	Donald Kelly	13206	\$ 28,069.00	\$ 2.13	1501	\$ 799.28	693	\$ 147.61	\$ 946.89
405 Roscoe Ave.	Jaslin Luna	7070	\$ 14,670.00	\$ 2.07		\$ -	1318	\$ 272.83	\$ 272.83
407 Roscoe Ave.	Daniel or Loretta Yoakam	7070	\$ 14,670.00	\$ 2.07	3342	\$ 1,729.49	3779	\$ 782.25	\$ 2,511.74
700 Roscoe Ave.	Fabiola Sanchez-Jimenez	11082	\$ 25,090.00	\$ 2.26		\$ -	93	\$ 21.02	\$ 21.02
704 Roscoe Ave.	Derek Bates	9443	\$ 22,461.00	\$ 2.38		\$ -	192	\$ 45.70	\$ 45.70
708 Roscoe Ave.	Kenneth or Donna Middle	7500	\$ 20,670.00	\$ 2.76		\$ -	265	\$ 73.14	\$ 73.14
712 Roscoe Ave.	Michael Mcglothlen	7130	\$ 20,691.00	\$ 2.90		\$ -	102	\$ 29.58	\$ 29.58
101 W 11th St.	Carlos or Cupertino Pena-Benitez	5740	\$ 20,384.00	\$ 3.55		\$ -	91	\$ 32.31	\$ 32.31
105 W 11th St.	Dana Hopkins	9690	\$ 22,705.00	\$ 2.34		\$ -	7126	\$ 1,667.48	\$ 1,667.48
207 W 11th St.	Patric or Pamela Grimm	20295	\$ 24,221.00	\$ 1.19		\$ -	108	\$ 12.85	\$ 12.85
209 W 11th St.	Jessica or Daniel Jackson	19436	\$ 18,974.00	\$ 0.98		\$ -	47	\$ 4.61	\$ 4.61
224 W 11th St.	Julia Elliot	8680	\$ 22,016.00	\$ 2.54		\$ -	140	\$ 35.56	\$ 35.56
511 Hagerman Dr.	John or Susan Muir	23289	\$ 34,376.00	\$ 1.48		\$ -	380	\$ 56.24	\$ 56.24



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

Public Works

**Phase 6C
Temporary Easement-Value Donation**

PROJECT: West Hill Sewer Separation Phase 6

PROPERTY ADDRESS: 207 W 11th Street.

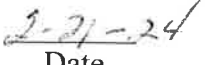
PARCEL ID: 0835326006

DEED HOLDER:

Patric T. or Pamela A Grimm
207 w 11th Street
MUSCATINE, IA 52761

As owner(s) of real estate needed for the above referenced project and parcel, (I) (We) acknowledge the fact that (I) (We) are entitled to Just Compensation based upon an approved Compensation Estimate of the subject real estate. Nevertheless, (I) (We) desire to donate the value of the temporary easement to the City of Muscatine for this project. (I) (We) will execute the necessary conveyance instruments to grant access to the City of Muscatine for the property as described in the approved easement documents and project plans.

This donation to the City of Muscatine, Iowa is made without any coercive action of any nature.

		
Signature of Owner	Date	Signature of Owner
		Date



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835305024 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Dale Puhler
PROPERTY ADDRESS: 212 Rose

THIS AGREEMENT made and entered into this 20 day of March, 2024, 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 \$ 18.47 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:
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:
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:
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 ~~Dale Panike~~ Dale Panike Name _____

Signed ~~Dale Panike~~ Dale Panike Signed _____

1727 State St Bismarck, ND 58501
(Mailing Address)

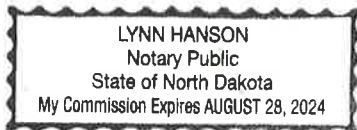
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ~~IOWA~~ NORTH DAKOTA }
COUNTY OF ~~MUSCATINE~~ BURKEIGH } ss:

On this 20th day of MARCH, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Dale Panike

☒ 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.



Lynn Hanson (Sign in Ink)
Lynn Hanson (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires August 28 2024

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

**Phase 6C
Temporary Easement-Value Donation**

PROJECT: West Hill Sewer Separation Phase 6

PROPERTY ADDRESS: 212 Roscoe Avenue

PARCEL ID: 0835305024

DEED HOLDER:

Dale E Pahlke

PO Box 4010

Bismarck, ND 58502-4010

As owner(s) of real estate needed for the above referenced project and parcel, (I) (We) acknowledge the fact that (I) (We) are entitled to Just Compensation based upon an approved Compensation Estimate of the subject real estate. Nevertheless, (I) (We) desire to donate the value of the temporary easement to the City of Muscatine for this project. (I) (We) will execute the necessary conveyance instruments to grant access to the City of Muscatine for the property as described in the approved easement documents and project plans.

This donation to the City of Muscatine, Iowa is made without any coercive action of any nature.

Signature of Owner

3-20-2024

Date

Signature of Owner

Date



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

Public Works

Phase 6C
Temporary Easement-Value Donation

PROJECT: West Hill Sewer Separation Phase 6
PROPERTY ADDRESS: 1100 SYCAMORE ST.
PARCEL ID: 0835181032
DEED HOLDER:
Jeanne S Gardner
1100 SYCAMORE ST.
MUSCATINE, IA 52761

As owner(s) of real estate needed for the above referenced project and parcel, (I) (We) acknowledge the fact that (I) (We) are entitled to Just Compensation based upon an approved Compensation Estimate of the subject real estate. Nevertheless, (I) (We) desire to donate the value of the temporary easement to the City of Muscatine for this project. (I) (We) will execute the necessary conveyance instruments to grant access to the City of Muscatine for the property as described in the approved easement documents and project plans.

This donation to the City of Muscatine, Iowa is made without any coercive action of any nature.

<u>Jeanne S. Gardner Estate</u>	_____	_____
Signature of Owner	Signature of Owner	Date
<u>Teresa Shaver, Executor</u>		<u>3/1/24</u>



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835181032 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Jeanne S. Gardner Estate, Teresa Sharar, Executor
PROPERTY ADDRESS: 1100 Sycamore, Muscatine, IA.

THIS AGREEMENT made and entered into this 29 day of February, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 51.84 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

None

- 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:
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 Teresa Sharar, Executor Name _____
Signed Teresa Sharar, Executor Signed _____

15468 46th St., Wapello, IA. 52653
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

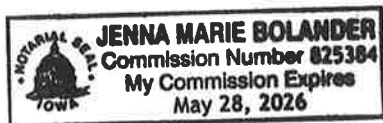
GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 29 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Teresa Sharar

☐ 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.



Jenna Bolander (Sign in Ink)
Jenna Bolander (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 5-28-2026

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)
Jeanne S. Gardner, Estate

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835303004 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Susan Muir

PROPERTY ADDRESS: 511 Hagerman Drive, Muscatine IA 52761

THIS AGREEMENT made and entered into this 21 day of February, 2024, 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 \$ 56.24 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 Susan J Muir

Name _____

Signed Susan J Muir

Signed _____

511 Hagerman Drive Muscatine IA 52761
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Susan Muir
☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

[Signature] (Sign in Ink)

Jeremy Hopkins (Print/Type Name)

Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(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 _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835330001 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Sally Elliott
PROPERTY ADDRESS: 224 W 11th

THIS AGREEMENT made and entered into this 14 day of March, 2024, 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 \$ 35.56 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:
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:
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:
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 Julia J. Elliott

Name _____

Signed Julia J. Elliott

Signed _____

224 W. 11th St.
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

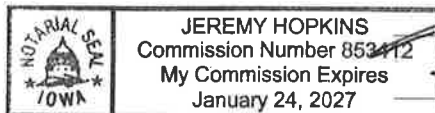
STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 4 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Julia J. Elliott

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835326019 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: 105 W 11th Dena L. H. S.
PROPERTY ADDRESS: 105 W 11th

THIS AGREEMENT made and entered into this 20 day of February, 2024, 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 \$ 1,667.48 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 Dana Hopkins

Name _____

Signed Dana Hopkins

Signed _____

105 w 11th Street
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

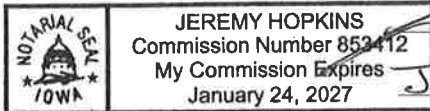
STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 20 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Dana Hopkins

☐ 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.



Jeremy Hopkins (Sign in Ink)

Jeremy Hopkins (Print/Type Name)

Notary Public in and for the State of Iowa

My Commission expires Jan 24 2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180024 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Carlos Pena
PROPERTY ADDRESS: 101 W 11th St

THIS AGREEMENT made and entered into this 2 day of April, 2024, 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 \$ 32.31 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 CARLOS PENA B.

Name _____

Signed [Signature]

Signed _____

101 W 11TH ST
(Mailing Address)

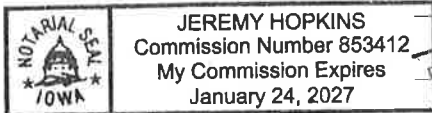
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 2 day of APR, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Carlos Pena

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0834279006 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: M. C. Glotter
PROPERTY ADDRESS: 712 Roscoe

THIS AGREEMENT made and entered into this 26 day of March, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 29.58 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

none

- 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 Michael J McGoethlen

Name _____

Signed [Signature]

Signed _____

712 Roscoe Ave
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

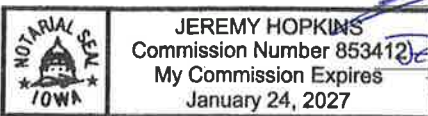
STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 26 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael McGoethlen

☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-27

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0834279007 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Kenneth Middle
PROPERTY ADDRESS: 708 Roscot

THIS AGREEMENT made and entered into this 13 day of March, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 73.14 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

no

- 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:
- no*
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 Kenneth Middle

Name _____

Signed Kenneth Middle

Signed _____

708 Roscoe Ave Muscatine 52761
(Mailing Address)

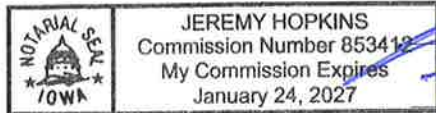
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 13 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Middle.

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0834279009 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Derek Bates

PROPERTY ADDRESS: 704 Roscoe Ave

THIS AGREEMENT made and entered into this 21 day of February, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 45.70 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

None

- 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 Derek Bates

Name _____

Signed Derek Bates

Signed _____

704 Roscoe Ave
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

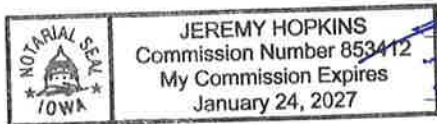
STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Derek Bates

☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)

Notary Public in and for the State of Iowa
My Commission expires 01-24-27

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0834279012 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Fabiola Sanchez Simon
PROPERTY ADDRESS: 700 Roscoe AVE

THIS AGREEMENT made and entered into this 21 day of February, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 21.02 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

None

- 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 Fabiola sanchez Jimenez

Name _____

Signed [Signature]

Signed _____

708 105coe AVE
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

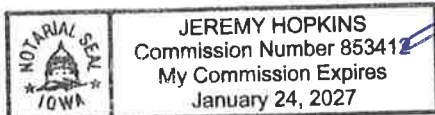
STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Fabiola Sanchez Jimenez

☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-27

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835302013 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: David Johann
PROPERTY ADDRESS: 407 Roscoe

THIS AGREEMENT made and entered into this 11 day of April, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 782.25 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

Michelle Swank

- 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 Daniel Hogkam

Name _____

Signed [Signature]

Signed _____

1914 McClellan
(Mailing Address)

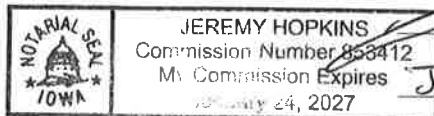
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 11 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Daniel Hogkam
☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of ONE THOUSAND SEVEN HUNDRED TWENTY NINE AND 49/100 ---- (\$1,729.49) ---- DOLLARS-Daniel or Loretta Yokam (Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF AMY'S SUBDIVISION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, THENCE NORTH 50°29'26" EAST 140.35 FEET; THENCE SOUTH 38°27'27" EAST 27.45 FEET; THENCE SOUTH 50°37'12" WEST 86.78 FEET; THENCE NORTH 37°02'46" WEST 17.34 FEET; THENCE SOUTH 52°57'11" WEST 27.20 FEET; THENCE SOUTH 37°02'22" EAST 18.42 FEET; THENCE SOUTH 50°38'04" WEST 26.34 FEET; THENCE NORTH 38°27'27" WEST 27.10 FEET TO THE POINT OF BEGINNING; CONTAINING 3342 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated April 11, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name Daniel Yoakam

Name _____

Signed [Signature]

Signed _____

1914 McClellan
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

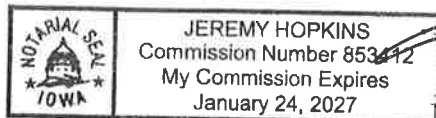
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 11 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Daniel Yoakam
☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 1-24-2027

(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)

BUYER'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. Jason 0835302014 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Justin Luna
PROPERTY ADDRESS: 405 Roscoe

THIS AGREEMENT made and entered into this 25 day of April, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 272.83 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

none

- 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 Jaslin Luna

Name _____

Signed [Signature]

Signed _____

405 Roscoe Ave.
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 25 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jaslin Luna

☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of SEVEN HUNDRED NEINTY NINE AND 28/100 ----- (\$799.28) ----- DOLLARS Donald Kelly (Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 23 OF LORENZ ADDITION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, THENCE SOUTH 89°33'17" WEST 71.55 FEET; THENCE NORTH 41°55'57" EAST 56.81 FEET; THENCE SOUTH 38°50'16" EAST 53.55 FEET TO THE POINT OF BEGINNING; CONTAINING 1501 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated 15 march, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name Donald P. Kelly III

Name _____

Signed Donald P. Kelly III

Signed _____

2213 Fareway Dr
Muscatine IA 52761
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 15 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Donald Kelly III

☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(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)

BUYER'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835301013 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Donald Kelly III
PROPERTY ADDRESS: 402 Roscoe

THIS AGREEMENT made and entered into this 15 day of March, 2024, 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 \$ 147.61 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 Donald P. Kelly II

Name _____

Signed Ronald P. Kelly II

Signed _____

2213 Fareway Dr.
Muscatine, IA 52761
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

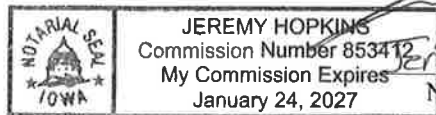
GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 15 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Donald Kelly II

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835305035 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Larry STRAUSS
PROPERTY ADDRESS: 308 Roscoe Ave

THIS AGREEMENT made and entered into this 21 day of February, 2024, 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 \$ 62.43 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 Larry D. Stratus

Name _____

Signed [Signature]

Signed _____

308 Roscoe
(Mailing Address)

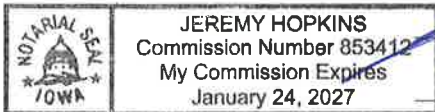
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stratus

☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of SIXTY TWO AND 96/100 ----- (\$62.96) ----- DOLLARS-Scott or Diane Day (Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF CENTER ADDITION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, THENCE NORTH 89°23'29" EAST 169.36 FEET ALONG THE NORTH LINE OF LOT 1 TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 38°18'33" EAST 16.63 FEET ALONG THE EAST LINE OF LOT 1; THENCE SOUTH 76°23'44" WEST 147.50 FEET TO THE WEST LINE OF LOT 1; THENCE NORTH 38°18'33" WEST 58.55 FEET ALONG THE WEST LINE OF LOT 1 TO THE POINT OF BEGINNING; CONTAINING 5037 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated 21 February, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name Diane E Mayer Day
Signed Diane E Mayer Day

Name _____
Signed _____

301 W 11th
(Mailing Address)

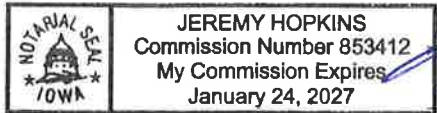
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Diane E Mayer Day

- ☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

BUYER'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

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)

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 33/100 ----- (\$1,635.33) ----- DOLLARS- Douglas or Stephanie Anson (Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 10 OF AMY'S SUBDIVISION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, THENCE NORTH 50°29'26" EAST 68.66 FEET; THENCE SOUTH 38°18'33" EAST 31.49 FEET; THENCE SOUTH 50°21'02" WEST 68.58 FEET; THENCE NORTH 38°27'06" WEST 31.66 FEET TO THE POINT OF BEGINNING; CONTAINING 2166 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated April 5, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name Stephanie Anson

Name _____

Signed Stephanie Anson

Signed _____

108 Amy Dr
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 5 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Stephanie Anson
☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

BUYER'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of ONE THOUSAND EIGHT HUNDRED FOURTY THREE AND 00/100 ----- (\$1,843.00) ----- DOLLARS Yvonne Montero(Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF AMY'S SUBDIVISION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, THENCE NORTH 50°29'26" EAST 76.55 FEET; THENCE SOUTH 38°26'41" EAST 32.39 FEET; THENCE SOUTH 51°33'19" WEST 76.54 FEET; THENCE NORTH 38°26'15" WEST 30.97 FEET TO THE POINT OF BEGINNING; CONTAINING 2425 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated 25 APR 2024, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name Yvonne Montero

Name _____

Signed Yvonne Montero

Signed _____

104 Amy Dr
(Mailing Address)

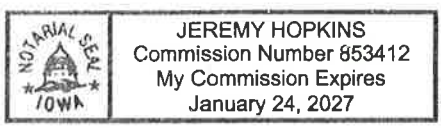
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 25 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Yvonne Montero

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires _____

(NOTARIAL SEAL)

BUYER'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

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)

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of ONE THOUSAND NINE HUNDRED FOURTY NINE AND 25/100 ----- (\$1,949.25) ----- DOLLARS- Brennan Alexander or Tanea Guerrero (Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF AMY'S SUBDIVISION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, THENCE NORTH 50°29'26" EAST 76.55 FEET; THENCE SOUTH 38°26'15" EAST 32.45 FEET; THENCE SOUTH 50°44'07" WEST 76.53 FEET; THENCE NORTH 38°27'27" WEST 32.12 FEET TO THE POINT OF BEGINNING; CONTAINING 2470 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated March 28, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name

Brennan Alexander

Name

Signed

Brennan Alexander

Signed

102 Amy Drive

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }

COUNTY OF MUSCATINE }

ss:

On this 28 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Brennan Alexander

☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(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)

BUYER'S APPROVAL

Recommended by:

(Date)

Approved by:

(Date)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835181005 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Sarah Allen
PROPERTY ADDRESS: 1215 Rose Iowa Ave

THIS AGREEMENT made and entered into this 16 day of April, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 27.77 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:
- 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:
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:
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 Sarah Allen
Signed Sarah Allen

Name Michael Allen
Signed Michael Allen

1215 Iowa Avenue, Muscatine, IA 52761
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 16th day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Sarah Allen and Michael Allen,

☒ 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.



Abigail Morales (Sign in Ink)
Abigail Morales (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 4/20/25

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835181014 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Dan'olle Malt

PROPERTY ADDRESS: 1201 Iowa Ave

THIS AGREEMENT made and entered into this 15 day of March, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 27.94 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

None

- 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 Danielle Nau

Name _____

Signed Danielle Nau

Signed _____

1201 Iowa Avenue
(Mailing Address)

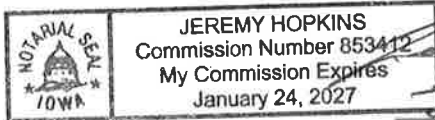
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 15 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Danielle Nau
☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835181016 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Hannah Mackay
PROPERTY ADDRESS: 1155 Iowa Ave

THIS AGREEMENT made and entered into this 2 day of April, 2024, 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 \$ 49.78 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 Hannah Mackey

Name _____

Signed Hannah Mackey

Signed _____

1155 Iowa Ave
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 2 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Hannah Mackey

☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

[Signature] (Sign in Ink)

Jeremy Hopkins (Print/Type Name)

Notary Public in and for the State of Iowa
My Commission expires 01-24-27

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180013 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Timothy Starr
PROPERTY ADDRESS: 1116 Iowa Ave.

THIS AGREEMENT made and entered into this 22 day of February, 2024, 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 \$ 34.19 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 Sara Storr

Signed Sara Storr

Name Timothy Storr

Signed Timothy Storr

1116 Iowa Avenue
(Mailing Address)

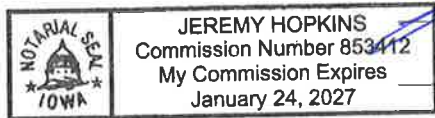
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 22 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Sara Storr Timothy Storr

- ☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(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 _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180014 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Nicklas Nietzel

PROPERTY ADDRESS: 1114 Iowa ave

THIS AGREEMENT made and entered into this 7 day of March, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 48.97 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

none

- 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 Nicklas Nietzel
Signed [Signature]
1114 Iowa Avenue
(Mailing Address)

Name _____
Signed _____

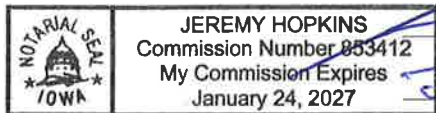
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 5 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicklas Nietzel,

☒ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180015 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: NOEL R & KAREN S HENNEMAN
PROPERTY ADDRESS: 1110 Iowa Ave

THIS AGREEMENT made and entered into this 21 day of February, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 44.52 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

none

- 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 NOEL HENNEWMAN

Signed [Signature]

Name Karen Henneman

Signed [Signature]

1110 Iowa Ave
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

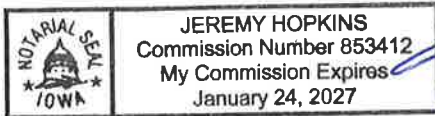
GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared NOEL HENNEWMAN

☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180017 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Roll Henneman
PROPERTY ADDRESS: 1100 Iowa

THIS AGREEMENT made and entered into this 5 day of MARCH, 2024, 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 \$ 49.02 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:

JUSTIN C. HENNEMAN
ERIC W. HENNEMAN

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 Noel Henneman NH

Name Karen Henneman

Signed NOEL HENNEMAN NH

Signed Karen Hen

1110 Iowa Ave
(Mailing Address)

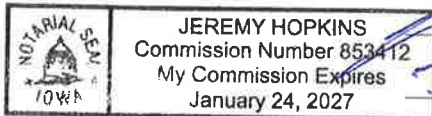
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 5 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Noel Henneman

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 083335181028 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Duke Sholla

PROPERTY ADDRESS: 1107 Iowa Ave

THIS AGREEMENT made and entered into this 13 day of March, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 31.25 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

none

- 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 Dale Shoppa

Name _____

Signed Dale Shoppa

Signed _____

1107 Iowa Ave
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

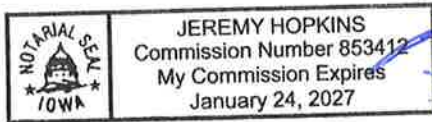
STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 13 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Dale Shoppa

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180019 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Capl Negus
PROPERTY ADDRESS: 1106 Iowa Ave.

THIS AGREEMENT made and entered into this 21 day of February, 2024, 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 \$ 1,770.65 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 Carl Negus II

Name _____

Signed Carl Negus II

Signed _____

(Mailing Address)

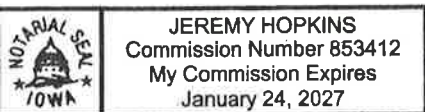
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 21 day of February, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Negus II

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180022 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Dustin Kruger
PROPERTY ADDRESS: 1104 Iowa Ave

THIS AGREEMENT made and entered into this 3 day of March, 2024, 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 \$ 1,072.33 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:

Melanie Watts

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:
indue St or c
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 Dustin Krueger

Name _____

Signed [Signature]

Signed _____

1437 Walter Mapp Drive Riverside, IA 52327
(Mailing Address)

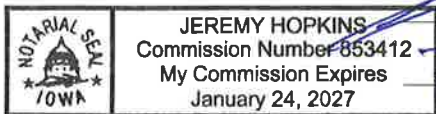
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 3 day of march, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Dustin Krueger

☒ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

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)

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835180023 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Michael Houtz
PROPERTY ADDRESS: 1100 Iowa Ave

THIS AGREEMENT made and entered into this 1 day of April, 2024, 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 \$ 52.24 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 Michael Houtz

Name _____

Signed [Signature]

Signed _____

1100 Iowa Ave
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 1 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Houtz,

☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires January 24, 2027

[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835329005 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Randal McNeale
PROPERTY ADDRESS: 916 Iowa Ave

THIS AGREEMENT made and entered into this 1 day of April, 2024, 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 \$ 94.49 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 Randall McNeely

Name _____

Signed RD McNeel

Signed _____

916 Iowa Ave.

(Mailing Address)

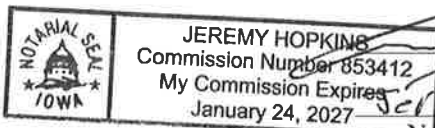
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 1 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Randall McNeely

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835181029 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR:

PROPERTY ADDRESS:

THIS AGREEMENT made and entered into this 25 day of April, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 33.46 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

- 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 Jose Alvidrez

Name _____

Signed [Signature]

Signed _____

115 E 11th St
(Mailing Address)

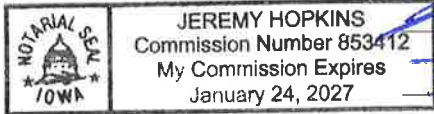
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 25 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jose Alvidrez

☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa

**CITY OF MUSCATINE
PERMANENT PUBLIC UTILITY EASEMENT
PURCHASE AGREEMENT**

For the consideration of TWO HUNDRED THIRTY EIGHT AND 74/100 ----- (\$238.74) ----- DOLLARS Joseph or Annette Rohan (Grantor) hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main and related appurtenances through the new permanent easement area on the property.

A PERMANENT PUBLIC UTILITY EASEMENT IS GRANTED FOR LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 6 OF BLAESING-GROSSKLAUS ADDITION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA.

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, THENCE SOUTH 51°25'59" WEST 5.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°34'40" EAST 21.03 FEET; THENCE SOUTH 53°05'28" WEST 5.03 FEET; THENCE NORTH 40°04'59" WEST 3.36 FEET; THENCE SOUTH 52°54'02" WEST 3.26 FEET; THENCE NORTH 37°06'10" WEST 12.35 FEET; THENCE SOUTH 52°53'04" WEST 22.42 FEET; THENCE NORTH 38°38'37" WEST 4.53 FEET; THENCE NORTH 51°25'59" EAST 30.47 FEET TO THE POINT OF BEGINNING; CONTAINING 268 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated 13 march, 2024 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

This Easement shall be subject to the following terms and conditions:

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent public utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Name Rohan Joseph

Name _____

Signed [Signature]

Signed _____

1772 W Tipton Rd,
(Mailing Address)

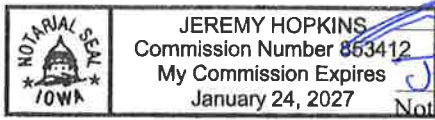
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 13 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Joseph Rohan
☐ 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.

 Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

BUYER'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this ____ day of _____ 2024 before me, the undersigned, personally appeared _____ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer 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 Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

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)



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835183005 CITY City of Muscatine
PROJECT NO. 17660. 60. 20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR:

PROPERTY ADDRESS:

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between GRANTOR and the City of Muscatine, Iowa, GRANTEE.

- 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.

- Possession of the premises is the essence of this agreement and GRANTOR grants immediate possession of the premises.
- GRANTEE agrees to pay to GRANTOR the Total Lump Sum of \$ 414.46 on or before 60 DAYS AFTER GRANTEE APPROVAL. GRANTEE may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
- GRANTOR WARRANTS that there are no tenants on the premises holding under lease except:

KAITHYN BROWN

- 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 Rohan Joseph

Name _____

Signed Rohan Joseph

Signed _____

1772 N Tipton Rd
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 13 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Joseph Rohan

☐ 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.



JEREMY HOPKINS
Commission Number 853412
My Commission Expires
January 24, 2027

Jeremy Hopkins (Sign in Ink)

Jeremy Hopkins (Print/Type Name)

Notary Public in and for the State of Iowa

My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____ 2024, 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.

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)

Notary Public in and for the State of Iowa



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835326021 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Daniel Jackson
PROPERTY ADDRESS: 209 W 11th St

THIS AGREEMENT made and entered into this 4 day of Aug, 2024, 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 \$ 4.61 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

Daniel Jackson

Name

Signed

[Signature]

Signed

209 W 11th Street

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

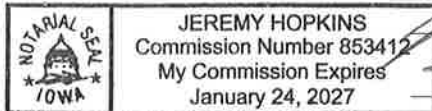
GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 4 day of May, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

Daniel Jackson

- ☐ 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.



[Signature] (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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

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)



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

Public Works

TEMPORARY EASEMENT PURCHASE AGREEMENT

PARCEL NO. 0835181008 CITY City of Muscatine
PROJECT NO. 17660.60.20 PROJECT West Hill Sewer Separation Project Phase 6C

GRANTOR: Kimberly Thobold
PROPERTY ADDRESS: 1211 Iowa Ave

THIS AGREEMENT made and entered into this 25 day of April, 2024, 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 \$ 23.32 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 Kimberly Theobald

Name _____

Signed K Theobald

Signed _____

1211 Iowa Ave Muscatine IA 52761
(Mailing Address)

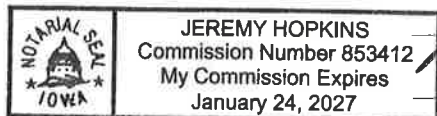
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MUSCATINE } ss:

On this 25 day of April, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly Theobald

☐ 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.



Jeremy Hopkins (Sign in Ink)
Jeremy Hopkins (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 01-24-2027

(NOTARIAL SEAL)

GRANTEE'S APPROVAL

Recommended by: _____ (Date) _____

Approved by: _____ (Date) _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this _____ day of _____, 2024, 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.

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)

Notary Public in and for the State of Iowa