



City of Muscatine

CITY COUNCIL

Thursday, August 1, 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.

August 1, 2024, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION - Church of Christ The Shofar, Ebenezer Ministries
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE

5. **FROM THE MAYOR**

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

7. **COMMUNICATIONS - CITIZENS**

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

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

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered separately.

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

- A. July 11, 2024 City Council In-Depth Meeting Minutes
- B. July 18, 2024 City Council Meeting Minutes

11. *** PETITIONS AND COMMUNICATIONS**

- A. Request from Geneva Golf & Country Club for the Dispensing of Fireworks by J&M Displays in Conjunction with their Annual Family Fun Day on August 10, 2024
- B. Request on second reading on a new Special Class "C" Retail Alcohol License for Hampton Inn Muscatine, 3303 Northport Drive – Sajni Lodging Inc. (pending inspections)
- C. Request for renewal of a Special Class "C" Retail Alcohol License for Happy Joe's Pizza & Ice Cream Parlor, 927 Grandview Avenue – Max Brewer Corporation (pending inspections)
- D. Request for Use of City Property from Dell Wagner with the Muscatine Running Club for Watermelon Stampede to be held on August 17, 2024
- E. Request for Use of City Property from Maria Sneath with the Muscatine Community School District to celebrate Muscatine's Hispanic Heritage Culture to be held on September 28, 2024

- F. Revised request for Use of City Property from Meagan Koehler with It Takes A Village Animal Rescue and Resources for the Pet and Family Outdoor Event to be held on November 15, 2024 through November 17, 2024.

12. * COMMUNICATION – RECEIVE AND FILE

- A. July 15, 2024 Muscatine County Board of Supervisors Meeting Minutes
- B. July 22, 2024 Muscatine County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve the Issuance of a Purchase Order in the Amount of \$24,195.00 to Zimmer and Francescon, Inc. for the Purchase of a Pump Rotating Assembly.
- B. Request to Approve the Issuance of a Purchase Order to Amazon.com, in the Amount of \$5,979.90, for the Purchase of Six Surface Pro Tablet Computers to be Used in Ambulances.
- C. Request to Approve a Professional Services Agreement for an amount not-to-exceed \$17,900.00, with Stanley Consultants for the Environmental Compliance Reviews Project at the Water and Resource Recovery Facility.
- D. Request To Approve The Issuance Of A Purchase Order, In The Amount Of \$20,863.95, To Sinclair Tractor for A 845M Utility Vehicle for Greenwood Cemetery.
- E. Request To Approve The Issuance Of A Purchase Order To Sinclair Tractor In The Amount Of \$17,588.37, For A Zero Turn Mower for Greenwood Cemetery.
- F. Request to Approve the Issuance of a Purchase Order in the Amount of \$13,670.00, to United Rentals for the Purchase of a Scissor Lift for the Water Pollution Control Plant.
- G. Request to Approve the Issuance of a Purchase Order to Macqueen in the Amount of \$14,747.00 for the Purchase of 2 Sets of Rescue 42 Telecrib Rescue Struts
- H. Request to Approve the Issuance of a Purchase Order to 1st In Emergency Products in the Amount of \$6,182.46, for the purchase of a Cabinet for the Fire Department Command Vehicle.
- I. Request to Approve the Issuance of a Purchase Order to Van Wall Equipment in the amount of \$15,900.00 for the purchase of a John Deere 615 Gator for Golf Maintenance Operations.
- J. Request to Approve the Issuance of a Purchase Order in the Amount of \$12,789.00, to Puck Enterprises for the Purchase of a 3 Point Hitch Hose Cart for biosolids application.

- K. Request to Approve a Purchase Order to C.R. Landscaping in the Amount of \$9,900.00 for the Taylor Park Pickleball Plaza Area Fencing Project.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$2,150,903.55, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

- A. Bills for Approval - August 1, 2024

15. PUBLIC HEARING

- A. Public Hearing Regarding the Adoption of a Revised Code of Ordinances to Correct Typographical Errors, Formatting, Omissions and Technical Errors and to Declare the City's Online Code "Municode" as the City's Official Copy of the Muscatine City Code.
- B. Public Hearing Regarding a Proposed Zoning Change - Southeast Corner of Hershey Avenue and Green Street.
- C. Public Hearing Regarding a Voluntary Annexation and a Severance Request for Niemann Acres Subdivision.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of an Ordinance Adopting the Code of Ordinances of the City of Muscatine, Iowa and Repealing the Code in Effect Prior to September 5, 2024.
- B. First Reading of an Ordinance Amending the Zoning Ordinance of the City of Muscatine, Iowa (Southeast Corner of Hershey Avenue and Green Street)
- C. First Reading of an Ordinance Amending Title 7, Chapter 5 of City Code Relating to Automatic Traffic Enforcement
- D. Second Reading of an Ordinance Amending Title 10, Chapter 3, Section 1, of City Code, Establishing a Law Enforcement Training Facility And Range as a Permissive Use in Specific Locations Within the Agricultural Zoning District
- E. Resolution Awarding The Contract For The Muscatine Indoor Sports Complex To Merit Construction Company In The Amount Of \$6,954,600.00.
- F. Request to Approve the Issuance of a Purchase Order in the amount of \$60,602.68 to Ostrom Painting & Sandblasting, Inc. for the 2024 Reflectorized Traffic Markings Contract
- G. Request to Approve the Issuance of a Purchase Order to Stryker Medical, in the Amount of \$160,031.04 for five Powerload Cot Systems.

- H. Request to Approve the Issuance of a Purchase Order to Stryker Medical for the Purchase of Four Expedition Stair Chairs in the Amount of \$63,088.44.
- I. Request to Accept a Grant from DOT, in the amount of \$314,956.00, for the Fulliam Avenue and Houser Street Mini Roundabout.
- J. Request to Accept Two Grants from the Federal Aviation Administration Airport Improvement Program for the Runway Lighting Project, for a Total Amount of \$788,850.00
- K. Request to Approve Change Order Number 6 to the West Hill Sanitary Phase 5A/B in the amount of \$176,218.39
- L. Request to Approve the Issuance of a Purchase Order in the Amount of \$42,347.20 to Aquatic Informatics for the Purchase of a Laboratory Information Management System.
- M. Request to Approve the Issuance of a Purchase Order in the Amount of \$25,385.00 to Ed Morse Auto Group for the Purchase of a 2024 Chevrolet Trailblazer for the Building and Zoning Division of Community Development.
- N. Request to Approve the Issuance of a Purchase Order in the amount of \$49,905.20 to Karl Auto Group for a 2024 Chevrolet Tahoe 4WD 4 Dr Commercial Vehicle.
- O. Request to Authorize a Supplemental Purchase Order to Valley Commercial Construction in Amount of \$177,697.00, for Additional Work Needed to Complete the Demolition of a Structurally Unsound Hazardous Building Located at 417 Mulberry Avenue
- P. Request to Approve a Professional Services Agreement with Bolton & Menk for an amount not to exceed \$37,092.00 to Provide Civil Engineering Services for the Construction of a Shooting Range for the proposed Law Enforcement Training Facility located at the Muscatine Municipal Airport.
- Q. Request To Approve The Issuance Of A Purchase Order To Central Petroleum Equipment Company For \$34,205.85 For The Purchase And Install Of A Fuel Tank System.
- R. Request to Approve a Contract with SPARK Consulting to Complete an Intensive Survey for the Historic Preservation Commission Certified Local Government Grant.
- S. Request to Approve Change Order Number 1 for the West Hill Sewer Separation Project Phase 6C in the Amount of \$688,240.51
- T. Request to Approve a Purchase Agreement between the City of Muscatine and Downtown Investors, LLC. Related to the Purchase and Transfer of Property Locally Known as 911 E. 2nd Street.

- U. Request to Enter Into an Engineering Services Agreement with McClure Engineering Company for the Design of the Relocation of the Dredge Dewatering Site in the Amount of \$131,256.00.
- V. Request to Approve Memorandum of Understanding with Kent Pet Group, Inc. for Maintenance of Sewer Under Their Rail Spur.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT



City of Muscatine

CITY COUNCIL MINUTES

Thursday, July 11, 2024

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for July 11, 2024 to order at 06:00 PM.

2. **ROLL CALL**

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

3. **PLEDGE OF ALLEGIANCE**

4. **COUNCIL DISCUSSION ITEMS**

- A. Discussion regarding formation of a parking task force to study the configuration and parking pay options in Muscatine's Downtown Business District
City Council discussed the alternate pay method be used as a learning base and information received from the initial time frame be used to move forward with parking strategy and othe parking payment options. Finance Director Nancy Lueck discussed the increase in fee structure to cover the additional costs incurred with the pay app system.
- B. Update on Muscatine Connect powered by SeeClickFix (Civic Plus)
Communications Manager Kevin Jenison gave an update on SeeClickFix and how it has improved the communication process between residents and staff in regards to citizens requests and concerns.
- C. Presentation on Public Improvement Projects
City Staff gave an overview of the current and upcoming projects status and timelines for start and completion.
- D. Discussion Regarding the Use of Orangeburg Sanitary Tile Within the City
City Engineer Kevin Coon presented to City Council on a request to implement a code change regarding the use of Organgeburg Sanitary Tile Within the City. Mr. Coon stated he would like the code to be amended to state that if orangeburg tile is found during a failure of sanitary on the area of the Right of Way the homeowner would not be allowed to use orangeburg tile for the repair of the Sanitary Tile. Mr. Coon also stated he would encourage the homeowners to

remove and replace the orangeburg tile with PVC for their entire Sanitary line. Council consented to staff moving forward with the process of making a change to City Code.

5. MAYOR AND COUNCIL REPORTS

The council had suggestions for staff to evaluate the possibility of eliminating the length of time to serve for certain Boards and Commissions, stating that some Boards are very specific, and it is hard to find proper candidates to fill the positions.

Mayor Bark requested that staff look at fee structure for certain building permits that require no services rendered and to remove the fee associated with these permits.

6. ADJOURNMENT

Councilmember Lewis moved the meeting be adjourned at 7:58 p.m.



City of Muscatine

CITY COUNCIL MINUTES

Thursday, July 18, 2024

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for July 18, 2024 to order at 06:00 PM.

2. **INVOCATION**

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 of MuscaBus Driver Appreciation Day on July 19, 2024
- B. Recognition of MuscaBus Driver of the Year-Maggie Hernandez
- C. Recognition of Avery Bradley-State of Iowa representative for the USA Miss Teen

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

City Administrator Webb requested item 17M be pulled at this time.

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

7. **COMMUNICATIONS - CITIZENS**

Patrick Pagel 2130 4th Ave, and Chuck Beckman 2135 5th Avenue, were present to ask the City to remove a tree in the Right of Way near their homes due to the tree is aged and hollow, and they fear for the safety of residents in their neighborhood should the tree fall.

Parks and Recreation Director Rich Klimes stated he would have his staff look into the tree.

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

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember Don Lampe, seconded by Councilmember Peggy Gordon, 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. June 20, 2024 City Council Meeting Minutes
- B. June 27, 2024 City Council Special Meeting Minutes
- C. July 15, 2024 City Council Special Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request on first reading on a new Special Class "C" Retail Alcohol License for Hampton Inn Muscatine, 3303 Northport Drive – Sajni Lodging Inc. (pending inspections)
- B. Request for renewal of a Special Class "C" Retail Alcohol License for GeoJohnz, LLC, 203 East 2nd Street – GeoJohnz, LLC (pending inspections)
- C. Request for renewal of a Class "C" Retail Alcohol License for Applebee's Neighborhood Grill and Bar, 306 Cleveland Street – Apple Corps L.P. (pending inspections)
- D. Request for renewal of a Class "E" Retail Alcohol License for Casey's General Store #4025, 4701 Hwy 61 – Casey's Marketing Company (pending inspections)
- E. Request for renewal of a Class "B" Retail Alcohol License for Love's Travel Stop #882, 2417 Grandview Avenue – Love's Travel Stop & Country Stores, Inc. (pending inspections)
- F. Request for renewal of a Class "C" Retail Alcohol License for Port City Underground, 208 West 2 nd Street – Lacey Henderson-Mueller (pending inspections and insurance)
- G. Request for renewal of a Special Class "C" Retail Alcohol License for Yacky Shack, 163 Colorado Street – Yacky Shack LLC (pending inspections and insurance)
- H. Request for renewal of a Class "C" Retail Alcohol License for Hy-Vee Market Café, 2400 – 2nd Avenue, Café Area – Hy-Vee, Inc. (pending inspections and insurance)
- I. Request for Use of City Property from Ryan Buss with the Muscatine Police Department for the 2 nd Annual National Night Out to be held on August 6, 2024
- J. Request for Use of City Property from Muscatine Farmer's Market for National Farmer's Market Week to be held on August 10, 2024

- K. Request for Use of City Property from Becky Huot with the Muscatine High School Student Council for the Homecoming Parade to be held on October 3, 2024
- L. Request for Use of City Property from Becky Huot with the Muscatine High School Student Council for the Senior March to be held on October 4, 2024
- M. Request to Approve an Application for Revitalization Property Tax Abatement - 412 Aspen Trail - Lofgren
- N. Request for Outdoor Service Permit for Proof Social for a block party on 2nd Street between Chestnut and Pine streets to be held on August 17, 2024 (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

- A. June 24, 2024 Muscatine County Board of Supervisors Meeting Minutes
- B. July 8, 2024, Muscatine County Board of Supervisors Meeting Minutes
- C. July 1, 2024 Muscatine County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request To Approve the Issuance of a Purchase Order to Sinclair Tractor, in the amount of \$18,771.52, for the Purchase of a Lawn Mower for the Water and Resource Recovery Facility.
- B. Request To Approve the Issuance of a Purchase Order to Motorola Solutions, in the amount of \$12,000.00, for Two (2) In-Car Camera Systems for the Muscatine Police Department.
- C. Request to Approve the Issuance of a Purchase Order to Snap On Tools, in the Amount of \$13,737.55, for the Purchase of a Multi-purpose Scan Tool for the Vehicle Maintenance Shop.

14. * APPROVAL OF BILLS

- A. It is recommended bills totaling \$3,745,181.04, 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).

15. PUBLIC HEARING

- A. Public Hearing Regarding an Amendment to Title 10, Chapter 3, Section 1 of City Code, Establishing a Law Enforcement Training Facility and range as a Permissive use in Specific Locations Within the Agricultural Zoning District.
Tyler Montez, 506 Spruce Street, was present to share his concerns with the

training facility taking up agricultural land and stated he would like to see the facility be opened up for public use.

These questions were addressed by Chief of Police Tony Kies.

Councilmember Jeff Osborne, seconded by Councilmember Angie Lewis, 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 Title 10, Chapter 3, Section 1, of City Code, Establishing a Law Enforcement Training Facility And Range as a Permissive Use in Specific Locations Within the Agricultural Zoning District
Councilmember Jeff Osborne, Seconded by Councilmember Don Lampe, moved to approve the first reading of the Ordinance. Vote: Ayes - 6, Nays - 0, Motion Passed.
- B. Resolution Setting a Public Hearing for August 1, 2024, Regarding Adopting a Revised Code of Ordinances with Amendments to Certain Ordinances to Correct Typographical, Formatting, Omission, and Technical Errors and Adopting the City's Online Code, "Municode", as the City's Official Copy of the Muscatine City Code.
Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- C. A Resolution Accepting the Transfer of County Held Tax Sale Certificate and Authorization to Pursue Process to Obtain Tax Sale Deed
Councilmember Angie Lewis, seconded by Councilmember Don Lampe moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- D. Resolution Approving the Preliminary/Final Plat of Carver Corner Subdivision
Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 0, Nays - 0, Motion Passed.
- E. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees and Rental Housing Fees to Private Properties
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- F. Resolution Setting a Public Hearing On Proposed Zoning Changes - (Southeast Corner Of Hershey Avenue And Green Street)

Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

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

- G. Resolution Setting a Public Hearing for August 1, 2024, on a Voluntary Annexation and a Severance Request for Niemann Acres Subdivision
Councilmember Angie Lewis, seconded by Councilmember Matt Conard moved to Adopt the Resolution.

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

- H. Request to Approve the Issuance of a Purchase Order to Compass Minerals, in the amount of \$106,344.00, for Road Salt.

There were questions from City Council regarding the amount of salt remaining from last year and the cost comparison between the two years that were addressed by Public Works Director Brian Stineman. Councilmember Angie Lewis, seconded by Councilmember Don Lampe moved to Approve the Request.

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

- I. Request To Approve the Issuance of a Purchase Order For \$42,900 To Boland Recreation For Brook St. Park And Lucas St. Park Playground Platform Replacement

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

There were questions from Council regarding the timeline for the repairs that were addressed by Parks and Recreation Director Rich Klimes.

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

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

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

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

- K. Request to Authorize 2024/25 City Deer Hunt

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

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

- L. Request to Approve a Contract with Muscatine Center for Social Action to Provide Technical Services Related to the Housing Facade Component of the Mulberry Neighborhood Revitalization Project

Councilmember Jeff Osborne motioned to approve the request and there was no second to the motion. Motion is dead.

- M. Request to Approve Change Order Number 6 to the West Hill Sanitary Phase 5A/B in the amount of \$176,218.39

This item was pulled from Agenda

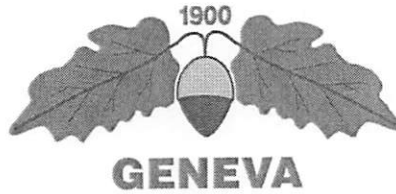
- N. Request to approve entering into an agreement with the Iowa DOT, accepting State Transit Assistance (STA) for Fiscal Year 2025, in the amount of \$312,646.00 Councilmember Don Lampe, seconded by Councilmember Peggy Gordon moved to Approve the Request.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- O. Request to Approve Change Order #1 for Greenwood Cemetery Chapel Restoration Project for an Amount of \$16,875.00 to Silberhorn Concrete and Masonry, LLC.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- P. Request to Authorize a Supplemental Purchase Order to Valley Commercial Construction in Amount of \$177,697.00, for Additional Work Needed to Complete the Demolition of a Structurally Unsound Hazardous Building Located at 417 Mulberry Avenue
Council had questions and concerns regarding the cost, the construction concerns and funding.
Councilmember Lewis, seconded by Councilmember Osborne moved to table this item until August 1, 2024 pending further discussion and information.
Vote: Ayes - 4, Nays - 2 (Brockert, Conard), Motion passed.

18. MAYOR AND COUNCIL REPORTS

Councilmember Brockert stated she was concerned with multiple railroad and road closures at the same time and the difficulties it will create for motorists.
Councilmember Lampe had questions regarding a resident on Parham Street installing a driveway on their property that were answered by Public Works Director Brian Stineman.

19. ADJOURNMENT

Councilmember Lampe motioned to Adjourn the meeting at 7:06 p.m.



Geneva Golf & Country Club
3100 Bidwell Road
Muscatine, Iowa 52761-3600
Tel: 563-263-8942

July 23, 2024

City Administrator
Muscatine City Hall
215 Sycamore Street
Muscatine, Iowa 52761

To whom it may concern,

This letter is to ask for approval to dispense fireworks at our facility located at 3100 Bidwell Road, Muscatine, Iowa on Saturday, August 10th in conjunction with our Annual Family Fun Day.

J & M Displays will be handling the event.

As you have requested in the past, we will notify the public five days prior to the event.

If there is anything else required this year, please contact us, we will be happy to oblige. We thank you in advance for your consideration.

Sincerely,

Emily Shore
Business Manager
Geneva Golf & Country Club

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:

MUSCATINE Running CLUB - DELL WAGNER
Address: P.O. Box 45 Muscatine 52761
Telephone Number: 563-299-3309
E-mail Address: WAGNERD@MACLINK.COM

2. Type of event that is planned:

WATERMELON STAMPEDE
5K AND 10K RACE FOR
RUNNERS & WALKERS

3. Proposed location:

ASSEMBLY AND AWARDS - OFF THE STREET
MUSCATINE Community Y 1823 Locust
IN PARKING LOT

4. Date(s)/Time(s): SATURDAY AUGUST 17, 2024 8⁰⁰ AM TO 10⁰⁰ AM
5. Expected length of use: 2 HOURS

6. Expected size of group: 300 - 400 PEOPLE

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

DELL WAGNER, RACE DIRECTOR

Address(es): P.O. Box 45 Muscatine 52761
Telephone Number(s): 563-299-3309
E-mail Address(es): WAGNERD@MACLINK.COM

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

NONE

9. List mechanical or electronic equipment to be used:

NONE

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

POLICE LEAD VEHICLE ON 5K.
BICYCLE(S) LEADING 10 K

11. Number and types of animals to be used:

NONE

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

OFF STREET PUBLIC ADDRESS SYSTEM
FOR INSTRUCTIONS, PLAY BY PLAY
AND AWARDS PRESENTATION

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:

30-40 TRAFFIC CONTROL VOLUNTEER
ASSISTED BY LIMITED SUPPORT OF
MUSCATINE POLICE DEPARTMENT.

14. All plans for the provision of security:

VOLUNTEERS on COURSE TO ASSIST
RUNNERS & WALKERS. HEAVY TRAFFIC
INTERSECTIONS MONITORED BY POLICE

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

NONE.

17. Is water connection requested: Yes _____ No X

18. Is electricity requested: Yes _____ No X

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

If yes, please attach.

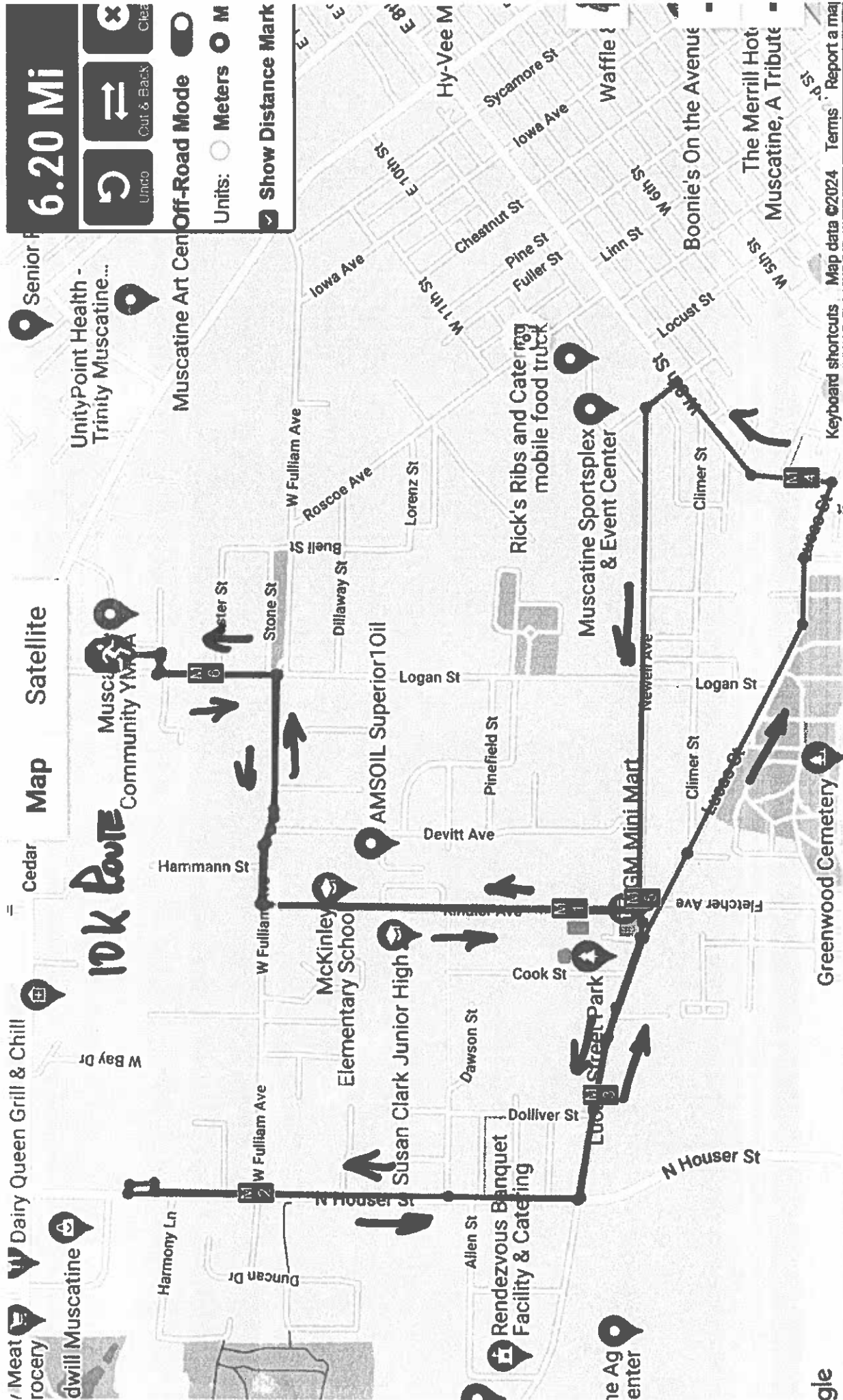
If no, please explain:

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

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

Paul George Halwer
Authorized Representative

July 12, 2024
Date



EVENT: Watermelon Stampede

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes
Richard Klimes (Jul 18, 2024 2:25 CDT)
Parks & Recreation

Jul 18, 2024

Date

Comments:

Approval subject to working with PD on route.

☒
YES

☐
NO

Jodi Royal-Goodwin
Jodi Royal-Goodwin (Jul 17, 2024 12:29 CDT)
Community Development

Jul 17, 2024

Date

☒
YES

☐
NO

Brian Stineman
Brian Stineman (Jul 17, 2024 12:46 CDT)
Public Works

Jul 17, 2024

Date

☒
YES

☐
NO

A.R. Kios
A.R. Kios (Jul 18, 2024 09:45 CDT)
Police Chief

Jul 18, 2024

Date

I would suggest they have a few more volunteers at this event to assist with traffic control.

☒
YES

☐
NO

Jerry Curren
Jerry Curren (Jul 18, 2024 10:01 CDT)
Fire Chief

Jul 18, 2024

Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol Smith
Carol Smith (Jul 18, 2024 10:04 CDT)
City Administrator

Jul 18, 2024

Date

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

CITY OF MUSCATINE

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

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

Muscatine Community School District

Address: 2900 Mulberry Avenue, Muscatine, IA 52761

Telephone Number: 563-263-7223

E-mail Address: maria.sneath@mcsdonline.org

2. Type of event that is planned:

Muscatine Community School District and community partners would like to host a community event to celebrate Muscatine's hispanic culture and heritage on Saturday, September 28, 2024.

3. Proposed location:

2nd Street between Cedar Street and Pine Street blocks.

4. Date(s)/Time(s): Saturday, September 28, 2024

5. Expected length of use: 11am-9pm (10 hours) (Would need streets closed starting at 10am for set up.)

6. Expected size of group: 2,000+

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

Maria Sneath
Noelia Espinal
Monica Chavez
Tony 'Tone' Loconsole

Address(es): 2127 Lincoln Blvd, Muscatine, IA 52761

Telephone Number(s): 563-299-8712

E-mail Address(es): maria.sneath@mcsdonline.org

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

Muscatine High School Mariachi
Muscatine High School POM Team
Bounce House

9. List mechanical or electronic equipment to be used:

Speakers
Small Stage
City Electrical Units (if approved)

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

None

11. Number and types of animals to be used:

Possible small/contained petting zoo

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

Speakers/Microphone used by band/MC/DJ

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:

5-25 will be working the event.
Possibly more volunteers.

14. All plans for the provision of security:

Possible off-duty police officer work the event.

15. Beer or wine consumption? Yes _____ No X _____

16. Describe any items to be sold or distributed:

Food (along with the existing businesses being open during the event)
Traditional Hispanic clothing, items

17. Is water connection requested: Yes _____ No X _____

18. Is electricity requested: Yes X _____ No _____

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

If yes, please attach.

If no, please explain:

Pine Street and Cedar Street will remain open for traffic. Blocks in between will have vendors, a family-friendly activities block, and a section for a stage.

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

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

MSneath
Authorized Representative

07/02/2024
Date



EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes
Richard Klimes (Jul 18, 2024 2:26 CDT)
Parks & Recreation

Jul 18, 2024
Date

Comments:

Approval subject to attendance at pre-event mtg.

☒
YES

☐
NO

Jodi Royal-Goodwin
Jodi Royal-Goodwin (Jul 17, 2024 12:19 CDT)
Community Development

Jul 17, 2024
Date

☒
YES

☐
NO

Brian Steinman
Brian Steinman (Jul 17, 2024 12:48 CDT)
Public Works

Jul 17, 2024
Date

Will need to see a proposed detour route for Iowa Avenue, and have a pre-event meeting.

☒
YES

☐
NO

A.R. Kips
A.R. Kips (Jul 18, 2024 09:46 CDT)
Police Chief

Jul 18, 2024
Date

We can schedule walk through with Capt. Jirak

☒
YES

☐
NO

Jerry Curren
Jerry Curren (Jul 18, 2024 10:40 CDT)
Fire Chief

Jul 18, 2024
Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol Kops
Carol Kops (Jul 18, 2024 10:40 CDT)
City Administrator

Jul 18, 2024
Date

Muscatine County Board of Supervisors
Monday, July 15, 2024

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

In review of the agenda, a request to update the year from 2023 to 2024 on Item #7b & 7c was noted by Sorensen. On a motion by Mather, second by Kirchner, the agenda was approved with said updates. Ayes: All.

A Public Hearing was called to order by Chairperson Sorensen at 9:01 A.M. on the request from Brisk, LLC, Record Owners, to vacate lots 7-33 and lots 37- 44, including all roads and easements, of Kent Estates Chatham Addition and to rezone the area consisting of lots 37-44, located in Bloomington Township, in the SW ¼ of Sec. 23-T77N- R2W from R-1 Residential District to R-2 Residential District.

Planning and Zoning Administrator Eric Furnas spoke on vacating the plats and rezoning of plots. Furnas stated a petition received from landowners is in order. Nathan questioned the difference between R-1 Residential and R-2 Residential Zoning. Furnas explained that R1 is a minimum of one acre or more and R2 is less than one acre. Furnas stated that when going from paper maps to MAGIC, there were some inconsistencies during the transition. Furnas also said that all landowners, and landowners within 200 feet have been notified by certified mail. Furnas stated that he has spoken with the purchasers of property, where Hale Street becomes Chatham Circle, that an acceptable cul-de-sac should be installed for adequate turnaround for emergency vehicles, school buses, etc.

On a motion by Chick, second by Nathan, the public hearing was closed at 9:07 A.M. Roll call vote: Ayes: All.

On a motion by Chick, second by Kirchner, the board approved Resolution #07-15-24-01 Approval of the Vacation of Lots 7-33 and 37-44, including All Roads and Easements of Kent Estates Chatham Addition. Roll call vote: Ayes: All.

RESOLUTION #07-15-24-01
APPROVAL OF THE VACATION OF LOTS 7-33 AND 37-44, INCLUDING ALL
ROADS AND EASEMENTS OF KENT ESTATES CHATHAM ADDITION

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, the vacation of lots 7-33 and 37-44, including all roads and easements, of Kent Estates Chatham Addition; and

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

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

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

WHEREAS, the vacation of the plat thereof was accepted and approved by the Muscatine County Board of Supervisors following a public meeting on July 15, 2024.

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

Section 1. The said lots, roads and easements are hereby vacated.

Section 2. The Chairperson of the Board of Supervisors and the Auditor of Muscatine County, Iowa, are hereby authorized and directed to certify this Resolution in order that the same and all other matters material to said vacation may be recorded in the Office of the Recorder of Muscatine County, Iowa.

PASSED and APPROVED this 15th day of July, 2024.

ATTEST:

/s/Jane Claussen
Muscatine County 1st Deputy Auditor

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

On a motion by Chick, second by Kirchner, the board approved an ordinance to rezone the area consisting of lots 37- 44 of Kent Estates Chatham Addition in Bloomington Township from R-1 Residential District to R-2 Residential District on the first of three readings. Roll call vote: Ayes: All.

Furnas updated the Board on Change Order #1 in the amount of \$7,800.39 that are unseen areas of the roof which need updated to the Courthouse Roofing Project. Furnas stated the wood decking and ledging was evaluated during roofing removal and determined it will need to be replaced. This area is approximately 430 linear feet by 30 inches wide. Furnas stated that Mike Nolan of Horizon Architecture has reviewed this change order. Nolan will also be here Thursday, July 18, 2024 to identify other potential changes not seen at this time.

On a motion by Chick, second by Mather, Board approved Change Order #1 in the amount of \$7,800.39 for the Courthouse Roofing Project. Ayes: All.

On a motion by Mather, second by Kirchner, a Public Hearing was set for Monday August 5, 2024 at 9:00 A.M. on a request to re-zone approximately .23 acres in Montpelier Township, 3389 Hwy 22, Muscatine, Iowa from C-1 Commercial District to R-2 Residential District. Furnas stated the Zoning Commission met and recommends this request. Ayes: All.

Joshua Leyh of Klingner & Associates updated the Board on Road and Right-of-Way Use Agreement with Legacy Corporation for the Muscatine Island Levee Improvement Project, Feature 1 – Haul Route. Leyh stated flooding has delayed Feature 1. County Attorney Jim Barry stated the County has already reserved the Performance & Payment Bonds and Legacy Certificate of Insurance for Feature 2.

On a motion by Chick, second by Mather. Board approved the Road and Right-of-Way Use Agreement with Legacy Corporation for the Muscatine Island Levee Improvement Project, Feature 1 – Haul Route. Ayes: All.

County Engineer Bryan Horesowsky presented bids for the L-(M24-3) --73-70, PCC Patching on Vail Ave (Y26) as follows: Cedar Falls Construction Co. Inc, Waterloo, Iowa - \$326,360.70; Heuer Construction Inc., Muscatine, Iowa - \$340,371.80; All American Concrete Inc., West Liberty, Iowa - \$444,154.06.

On a motion by Mather, second by Kirchner, the Board approved to award the bid for the L-(M24-3) --73-70, PCC Patching on Vail Ave (Y26) to Cedar Falls Construction in the amount of \$326,360.70. Ayes: All.

On a motion by Chick, second by Kirchner, the Board approved the following utility permit: Windstream Iowa Communications LLC, Little Rock, Arkansas – in order to accommodate a road move to the South of Moscow, replace existing pedestal and cable, tied to Project FM (69), Section 16 & 21-T78N-R2W. Ayes: All.

County Engineer Bryan Horesowsky updated the Board on Secondary Road projects.

On a motion by Chick, second by Kirchner, the Board approved to disallow previously approved Homestead and Military Credits. Mather requested that the summary be provided earlier to the Board to allow adequate time to review. Ayes: Kirchner, Chick and Sorensen. Mather abstained from voting as he did not review the applications.

On a motion by Chick, second by Kirchner, the Board allowed new 2024 Homestead tax credit and/or Military Tax Exemption applications, except those recommended to be disallowed by the Assessor's Office. Ayes: Kirchner, Chick and Sorensen. Mather abstained from voting as he did not review the applications.

On a motion by Chick, second by Kirchner, the Board approved/denied 2024 Disabled Veteran's Homestead Tax Credit applications as recommended by the Muscatine County Assessor's Office. Ayes: Kirchner, Chick and Sorensen. Mather abstained from voting as he did not review the applications.

On a motion by Chick, second by Mather, the Board approved the minutes of the July 8, 2024 regular meeting. Sorensen stated County Engineer Bryan Horesowsky requested the minutes include additional information regarding the traffic controls with the Muscatine Island Levee Project. The Board approved the minutes with this revision. Ayes: All.

Correspondence:

All Supervisors received an email from Judy Hammond about Weiss Cemetery which was forwarded to County Attorney Jim Barry.

Mather stated Veteran Affairs Director Eric Sanders shared that the ceremony on July 4, 2024 presenting the Purple Heart to Keith Ormsby, who was wounded in Vietnam will be featured in "The Military Salute" which is a wide spread US Military Publication.

Mather also stated State Representative Miller-Meeks also entered the ceremony into the congressional record.

Mather reviewed a letter from Connie Whitlock, commending Veteran Affairs Eric Sanders for his great work in aiding her family and thanked him.

Sorensen received a call on July 10, 2024 from Jim Meredith regarding the dumping of debris from the Central Middle School.

Committee & Meeting Reports:

Kirchner attended a Muscatine County Fair Board meeting on July 11, 2024.

Chick and Sorensen attended Greater Muscatine Chamber of Commerce and Industry (GMCCI) meeting on July 9, 2024.

Sorensen attended an Eastern Iowa MH/DS Region special meeting on July 8, 2024 to approve the contract to receive funds from the State.

Sorensen attended a Region 9 Transportation Policy Board meeting on July 12, 2024

Mather stated attending a Housing Council Meeting on July 3, 2024

Kirchner stated the Muscatine County Fair starts this Wednesday July 17, 2024 at 12:00 P.M. The fair runs July 17 to 21, 2024.

On a motion by Mather, second by Kirchner. Board approved Drainage claims paid on July 8, 2024 in the amount of \$61,913.84. Ayes All.

On a motion by Mather, second by Kirchner. Board approved Resolution #07-15-24-02 Creating the Ports of Eastern Iowa Authority. Roll call vote Ayes: All.

**RESOLUTION #07-15-24-02
CREATING THE PORTS OF EASTERN IOWA AUTHORITY**

WHEREAS, Chapter 28J of Iowa Code allows two or more political subdivisions to create a port authority by resolution; and

WHEREAS, the Counties of Louisa, Muscatine, Scott, Clinton, Jackson, and Dubuque Iowa desire to create a port authority; and

WHEREAS, at a duly called meeting of the Muscatine County Board of Supervisors, which occurred on July 15, 2024, the decision was made to adopt this Resolution.

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

1. A port authority is hereby established with jurisdiction to encompass real or personal property within the territory of the undersigned political subdivision that is owned by the port authority or real or personal property within the territory of the undersigned otherwise owned, operated or controlled in a manner related to the furtherance of one or more of the authorized purposes as set forth in chapter 28J.1 (1), Code of Iowa.
2. The port authority shall be known as the Ports of Eastern Iowa Authority.
3. The Ports of Eastern Iowa Authority shall have all powers contemplated by Chapter 28J of the Iowa Code except eminent domain or zoning powers. Nothing expressed or implied in this resolution shall represent any financial commitment to the port authority on behalf of the undersigned political subdivision.
4. Ports of Eastern Iowa Authority shall be governed by a board of directors comprised of one director from each political subdivision creating the authority. The director appointed by each political subdivision shall serve a two-year term, except any person appointed to fill a vacancy shall be appointed to only the unexpired term. In the event of a vacancy on the board, the political subdivision which appointed the director creating the vacancy shall be entitled to appoint a director to fill the vacancy.
5. Except in connection with the initial board, the Ports of Eastern Iowa Authority board of directors shall not include a member of a legislative body of any political subdivision which is a part of the authority. Any board member elected to any such legislative office during the board member's term of office on the board, shall immediately be removed from the board and a successor shall be appointed for the remaining term of the removed director in the same manner provided for the original appointment.
6. By enacting this Resolution, the undersigned political subdivision agrees that any surplus of funds as contemplated by section 28J.13 of the Iowa Code shall be paid, in equal shares, to the general funds of the following political subdivisions with adopt a like resolution and appoint members of the initial board of directors: the Counties of Louisa, Muscatine, Scott, Clinton, Jackson, and Dubuque. Liabilities of the port authority shall not become liabilities of the political subdivisions.
7. Except as provided in Chapter 28J of the Iowa Code, nothing in this Resolution shall be construed as altering, impairing, or diminishing the authority of the undersigned, or previously approved county resolutions.
8. This Resolutions shall only become effective when at least three (3) of the remaining six political subdivisions adopt a like resolution and appoints its members of the initial board of directors.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST :

/s/Jane Claussen
Muscatine County 1st Deputy Auditor

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

On a motion by Mather, second by Kirchner, Board approved Resolution #07-15-24-03

Reallocating Local Assistance and Tribal Consistency Funds in the amount of \$16,500. Roll call vote Ayes: All.

RESOLUTION # 07-15-24-03
REALLOCATING LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUNDS

WHEREAS, Section 605 of the Social Security Act (the Act), added by Section 9901 of the American Rescue Plan (ARPA), established the Local Assistance and Tribal Consistency Fund (LATCF), which provides for Treasury to pay \$2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity,

WHEREAS, the Local Assistance and Tribal Consistency Fund allocated \$100,000.00 to Muscatine County and on November 18, 2022 the first half of funds totaling \$50,000.00 was received and on July 31, 2023 the second half of funds totaling \$50,000.00 was received and,

WHEREAS, the Muscatine County Board of Supervisors allocated an amount not to exceed \$20,000, as a match to other funding sources received by June 30, 2024, to Muscatine Legal Services on January 30, 2023 and wishes to reallocate the unspent funds to the following project:

- Courthouse Roof Replacement in the amount of \$16,500

NOW, THEREFORE, BE IT RESOLVED, the Muscatine County Board of Supervisors reallocates Local Assistance and Tribal Consistency Funds from Muscatine Legal Services to the item listed above.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST :

/s/Jane Claussen
Muscatine County 1st Deputy Auditor

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

On a motion by Chick, second by Kirchner, Board approved Resolution #07-15-24-04 Transferring LATCF Funds from the General Basic Fund to the Capital Projects Fund in the amount of \$16,500. Roll call vote Ayes: All.

RESOLUTION #07-15-24-04
TRANSFERRING LATCF FUNDS FROM THE GENERAL BASIC FUND TO THE
CAPITAL PROJECTS FUND

WHEREAS, per Resolution #07-15-24-04 it is desired by the Muscatine County Board of Supervisors to reallocate Local Assistance and Tribal Consistency Funds (LATCF) to the Courthouse Roof Replacement capital project; and

WHEREAS, said funds are currently located in the General Basic Fund and require a transfer to the Capital Projects Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$16,500 of Local Assistance and Tribal Consistency Funds (LATCF) from the General Basic Fund to the Capital Projects Fund.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST

/s/Jane Claussen

Muscatine County 1st Deputy Auditor

/s/Jeff Sorensen, Chairperson

Muscatine County Board of Supervisors

On a motion by Mather, second by Chick, Board approved Resolution #07-15-24-05 Transferring Funds from the General Basic Fund to the Historic Preservation Commission Fund in the amount of \$10,000. Roll call vote Ayes: All.

**RESOLUTION # 07-15-24-05
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
HISTORIC PRESERVATION COMMISSION FUND**

WHEREAS, it is desired by the Muscatine County Board of Supervisors to support the efforts of the Muscatine County Historic Preservation Commission; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$10,000 from the General Basic Fund to the Historic Preservation Commission Fund.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST:

/s/Jane Claussen

Muscatine County 1st Deputy Auditor

/s/Jeff Sorensen, Chairperson

Muscatine County Board of Supervisors

On a motion by Chick, second by Mather. Board approved Resolution #07-15-24-06 Transferring Funds from the General Basic Fund to the Conservation Equipment Reserve Fund in the amount of \$40,000. Roll call vote Ayes: All.

RESOLUTION # 07-15-24-06
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
CONSERVATION EQUIPMENT RESERVE FUND

WHEREAS, it is desired to authorize the Auditor to transfer the FY24/25 budgeted amount from the General Basic Fund to the Conservation Equipment Reserve Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$40,000 from the General Basic Fund to the Conservation Equipment Reserve Fund.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST :

/s/Jane Claussen

Muscatine County 1st Deputy Auditor

/s/Jeff Sorensen, Chairperson

Muscatine County Board of Supervisors

On a motion by Mather, second by Kirchner. Board approved Resolution #07-15-24-07 Transferring Funds from the General Basic Fund to the GIS Fund in the amount of \$29,809. Roll call vote Ayes: All.

RESOLUTION # 07-15-24-07
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
GIS FUND

WHEREAS, it is desired to authorize the Auditor annually to transfer from the General Basic Fund to the GIS Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$29,809 from the General Basic Fund to the GIS Fund.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST:

/s/Jane Claussen

Muscatine County 1st Deputy Auditor

/s/Jeff Sorensen, Chairperson

Muscatine County Board of Supervisors

On a motion by Kirchner, second by Mather. Board approved Resolution #07-15-24-08 Transferring Funds from the Rural Services Fund to the GIS Fund in the amount of \$29,809. Roll call vote Ayes: All.

**RESOLUTION # 07-15-24-08
TRANSFERRING FUNDS FROM THE RURAL SERVICES FUND TO THE
GIS FUND**

WHEREAS, it is desired to authorize the Auditor annually to transfer from the Rural Services Fund to the GIS Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$29,809 from the Rural Services Fund to the GIS Fund.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST:

/s/Jane Claussen
Muscatine County 1st Deputy Auditor

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

On a motion by Mather, second by Kirchner. Board approved Resolution #07-15-24-09 Transferring Funds from the General Basic Fund to the General Supplemental Fund in the amount of \$450,000. Roll call vote Ayes: All.

**RESOLUTION # 07-15-24-09
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE GENERAL
SUPPLEMENTAL FUND**

WHEREAS, it is desired to authorize the Auditor to transfer the FY24/25 budgeted amount from the General Basic Fund to the General Supplemental Fund; and

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$450,000 from the General Basic Fund to the General Supplemental Fund.

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST :

/s/Jane Claussen
Muscatine County 1st Deputy Auditor

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

On a motion by Mather, second by Kirchner. Board approved Resolution #07-15-24-10 Transferring Funds from the General Basic Fund to the Capital Projects Fund in the amount of \$1,850,000. Roll call vote Ayes: All.

**RESOLUTION #07-15-24-10
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
CAPITAL PROJECTS FUND**

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

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

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

PASSED AND APPROVED this 15th day of July, 2024.

ATTEST:

/s/Jane Claussen
Muscatine County 1st Deputy Auditor

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

The Board reviewed the health/dental fund balance as of June 30, 2024. Schreiber noted a significant drop in fund balance during the 23/24 fund year due to rapidly rising healthcare and prescription cost. She noted those increases have resulted in increased premiums and lower cost coverage options for the current fiscal year. In response to a question regarding stop loss coverage, Schreiber explained that the individual stop loss was increased to \$100,000 for the current fiscal year.

Furnas updated the Board to Jim Meredith's call to Sorensen regarding the dumping of debris from the Central Middle School. Furnas stated there are no county regulations of the disposing of concrete debris as long as the soil is undisturbed where dumping. Sorensen stated making the public aware to contact the local DNR office with any questions.

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

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, July 22, 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 July 22, 2024 in the amount of \$2,077,525.09.

County Engineer Bryan Horesowsky presented Iowa Department of Transportation (DOT) bid letting results for bridge project LFM-(FU-9)--7X-70, a 80' x 30'-6" PPCB Bridge on 120th St (F65) in Section 16 - T78N - R01E as follows: Iowa Bridge & Culvert - \$648,871.03; Jim Schroeder Construction - \$594,712.25 and Brandt Construction - \$787,566.15. Horesowsky stated he will review the bids for accuracy and present his recommendation later in today's meeting or at the next regular meeting.

On a motion by Chick, second by Mather, the Board approved the Contract, Bond, and Certificate of Insurance for L-(M24-2)--73-70, seal coat on various roadways in Muscatine County with Pelling L.L. Co., Inc., North Liberty, Iowa. Ayes: All.

On a motion by Chick, second by Kirchner, the Board approved the Contract, Bond, and Certificate of Insurance for L-(M24-3)--73-70, PCC patching on Vail Ave (Y36) with Cedar Falls Construction, Cedar Falls, Iowa. Ayes: All.

Horesowsky updated the Board on construction projects.

Sorensen questioned Horesowsky if the Muscatine Island Levee Improvement Project has started. Horesowsky stated the temporary entrance on the east side of the road has been built and the stop lights have been placed in the area but the project is on hold until the flood waters recede.

An in-depth discussion was held with Mike Nolan, Horizon Architecture regarding the Muscatine County Facilities Master Plan Update, July 15, 2024 Final Report. Nolan stated the report is meant to be a proposal for discussion of recommended projects, timelines and costs. Nolan reviewed the various facilities owned by Muscatine County and the potential costs of projected maintenance.

Nolan updated the Board on the Courthouse Roofing project.

Planning and Zoning Administrator Eric Furnas reviewed two variances granted by the Muscatine County Board of Adjustment on July 12, 2024. Case #24-06-01, an application filed by Gregory Kresin, Record Owner, 3395 Highway 22, Muscatine, Iowa in Sweetland Township containing 0.33 acres and is zoned R-2 Residential District. The Variance is needed because there are no existing dwelling on the property that the structure could be an accessory to. The Board of

Adjustment determined the unnecessary hardship is the parcel is not large enough to allow it to be used for a dwelling or other R-2 Residential District conforming use that would meet the required setbacks. The Unique Property Limitations are due to the small size and shape of the parcel, it would be difficult to fit a dwelling, private well, and septic system on it, while meeting required separation distances and the Protection of Public Interest is that the accessory structure would not negatively impact the public or surrounding parcels. There are similar parcels in the area that also contain storage structures.

Case #24-06-02, an application has been filed by Muscatine Power & Water. The affected property is located at 2390 200th St, Muscatine, IA in Bloomington Township, in parts of the NE $\frac{1}{4}$ of Section 29-T77N-R2W, containing approximately 9.64 acres, and is zoned A-1 Agricultural District. If approved, the requests would allow the Zoning Administrator to issue a Special Use Permit to allow the construction of a structure to be used for storage on the property and to issue a Variance to allow the structure to be built approximately 10' from the east side property line. The Board of Adjustment determined the unnecessary hardship is the original configuration of the property limits the areas where the storage structure can be placed. The unique property limitations are due to the topography of the lot including steep slopes and there are limited spaces where the structure could be placed and the protection of public interest is the accessory structure would not negatively impact the public or surrounding parcels. The building would be similar in appearance to other Agricultural structures in the area and will be placed on a dead-end road. The structure will be used for long-term storage, so an increase in traffic is not a concern. Horesowsky stated his concern with snow removal on the gravel road and the expectation that in an emergency situation the secondary roads department could be expected and/or blamed if snow removal is not done. Horesowsky stated over time with turnover in the department, the road condition expectations can be lost. Horesowsky stated an additional concern is if traffic increases, who will be tasked with enforcing road conditions. Furnas stated it has been captured in the minutes when the Special Use Permit was considered, that the building is for proposed storage use of fiber digging equipment to be used in the summer months and expectations were stated for the gravel road maintenance. Furnas stated this area could possibly be a potential city annexation area.

On a motion by Chick, second by Kirchner, the Board accepted the two Variances. Ayes: All.

Planning and Zoning Administrator Eric Furnas reviewed two Special Use Permits granted by the Muscatine County Board of Adjustment on July 12, 2024. Furnas stated Case #24-07-01 is an application filed by John Paul Baric, Aurum Capital Ventures, Grundy Center, Iowa. The property is owned by Matthew Elam, 1978 Solomon Avenue, Muscatine, Iowa. The affected property is adjacent to 2913 University Drive, Muscatine, IA, Parcel #09-19-301-010, in Sweetland Township, in parts of the SW $\frac{1}{4}$ of Section 19-T77N-R1W, containing approximately 13.38 acres, and is zoned R-1 Residential District. The request, if approved, would allow the Zoning Administrator to issue a Special Use Permit to allow the applicant to construct a data center on the parcel. Data Centers are not specifically defined in the Zoning Ordinance at this time, nor listed as a Special Permitted Use. However, in the opinion of staff, they are materially similar in scope and impact to other specifically listed Special Permitted Uses in the R-1 District. Therefore, staff feels it is within the authority of

the Board of Adjustment to consider this request. The staff recommendation to approve this request includes: The proposed location is already adjacent to an existing electrical substation, which is also a Special Permitted Use in the R-1; Telecommunication transmission towers are also a Special Permitted Use in the R-1 District and the potential impact to surrounding property owners is very similar to that of cell towers and electrical substations and that given the proposed location, it would be minimal. Sorensen asked if there would be limited traffic expected. Tosha Kensett, the applicant, stated there will be two or three people working at the Data Center, once the construction of the Center has been completed. Furnas stated the Board of Adjustment approved this request. Don Roth of Eastern Iowa Light and Power Cooperative stated the Cooperative has been advised from their insurance company to request the primary access for the Data Center be placed on Solomon Avenue and not on University Avenue. Roth stated an easement off Solomon Avenue is currently in place with the adjacent landowner, for the Cooperative's access to their substation. Roth stated Solomon Avenue to the west of the substation was paved by the Cooperative, to allow better access. Furnas stated Solomon Avenue, east of the substation, is a gravel road, thus depending on the time of year for the proposed construction, there may need to be consideration as to how access is allowed and the possible increase in road usage. Mather asked if all property owners were given notice of the meeting and if the applicant and Cooperative attended the meeting. Furnas confirmed the owners were given notice of the meeting. Mather asked if the Board of Adjustment considered the request for the access road to be off Solomon Avenue. It was then stated, the applicant was present at the meeting and a contract was presented to the applicant, which stated the access off University Avenue could be used as a secondary or emergency route, but the preferred access be recommended to be off Solomon Avenue. The Board consensus was the primary access road needs to be clarified. Horesowsky stated the secondary roads department can review a potential special entrance permit. Mather asked if the Board of Adjustment made any kind of finding regarding the primary access road. Furnas stated they did not make any stipulation within in their motion as he believes it was assumed the existing entrance off University Avenue would be used. Furnas stated there is a 30 day pause on any decision granted where any agreed party can appeal the decision. County Attorney Jim Barry stated in the light of new information it is recommended to place the special use permit on a future agenda so both parties can be heard. Furnas stated the Board of Adjustment Agenda for the August 9, 2024 has already been published. Furnas stated another meeting can be scheduled.

Case #24-07-02 is an application filed by Eli Joslyn, 305 Koopmann Ct. SW, Farley, Iowa. The property is owned by Joe Harper, 2073 Bayfield Rd, Muscatine, Iowa. The affected property is located east of Keokuk Avenue, Muscatine IA, Parcel #07-13-100-003, in Lake Township, in parts of the NW ¼ of Section 13-T77N-R3W, containing approximately 37.58 acres, and is zoned A-1 Agricultural District. The request, if allowed, would allow the Zoning Administrator to issue a Special Use Permit to allow the applicant to construct a rural residence on the parcel. This property consists of an original quarter, quarter section of 37.5 acres of undeveloped agricultural land. The parcel has a CSR2 average of 42. There are no other dwellings within 1250' and no state regulated livestock facilities in the vicinity. The staff recommends approval of a Special Use Permit to allow the construction of a Rural Residence at the proposed location. Furnas stated the Board of Adjustment approved this request.

On a motion by Mather, second by Chick, the Board approved an ordinance rezoning the area consisting of lots 37- 44 of Kent Estates Chatham Addition in Bloomington Township from R-1 Residential District to R-2 Residential District on the second of three readings. Roll call vote: Ayes: All.

On a motion by Kirchner, second by Mather, the Board approved the minutes of the July 15, 2024 regular meeting. Ayes: All.

Correspondence.

All Supervisors received an invitation from Muscatine County Farm Bureau to attend the Annual Steak Fry on August 6, 2024.

All Supervisors received an email from Information Services Director Bill Riley regarding the CrowdStrike (cybersecurity vendor) faulty update that occurred nationally on July 19, 2024.

Sorensen stated he received several emails from message system regarding the 245th Street, Conesville, Iowa situation on July 19, 2024.

Chick received several calls from Steve Kraklio regarding an accident at the intersection of Highway 6 and Moscow Road. Chick referred the information to County Engineer Bryan Horesowsky and Sheriff Quinn Riess. Horesowsky stated he recently viewed the intersection and it appeared all brush has been trimmed however the State could trim the trees for possible improved visibility. Horesowsky stated the bridge on the south side of the road is owned by the State. Sorensen and Chick stated they would like to see what the options and costs are for increased safety measures at various secondary road intersections. Horesowsky stated a Safer Roads for America meeting is scheduled for October 2024, to be held at Discovery Park and the DOT has hired a consultant to implement a safer roads action plan.

Kirchner spoke with Muscatine County Fair Director Kelsey Meyers after the closing of the fair on Sunday, July 21, 2024. Meyers thanked the fair attendees, exhibitors and special thanks to Sheriff Riess, Sheriff Deputies, Reserve Deputy Officers, local fire and emergency responders from West Liberty, Wilton, Atalissa and Nichols, Iowa who made the fair run smoothly and safely.

Committee Reports.

Chick attended a Greater Muscatine Chamber of Commerce and Industry Business After Hours event on July 16, 2024.

Sorensen attended an Eastern Iowa Mental Health Region meeting on July 15, 2024.

Sorensen attended a Robert Young Center Board of Directors meeting on July 16, 2024.

Sauer attended a Muscatine County Conservation Board meeting on July 15, 2024.

Discussion and direction were held with the Board regarding signing a letter from the EIMHDS Region Governing Board to the State of Iowa requesting an Incentive Funds Exception be granted. Sorensen described the changes that have occurred with the legislation, noting the counties having to bridge the payments for clients before Medicaid is approved and the concern that citizens needing services may not receive necessary services. Sorensen stated as of the July 2024 meeting, the Region has \$1.9 million in payables with only \$500,000 in funds. The Board consensus was to allow Sorensen to sign a letter from the EIMHDS Region Governing Board to

the State of Iowa requesting an Incentive Funds Exception be granted.

Horesowsky gave an update to a prior discussion regarding the intersection of Highway 6 and Moscow Road and safety concerns. Horesowsky stated after one of the accidents that occurred at the intersection, the southbound portion of the intersection that is north of Highway 6, there was not a stop sign island in place at that time. A sign was added in the turning radius so it is more apparent for traffic traveling south.

Horesowsky presented Iowa DOT bid letting results with two corrections from the prior presentation in today's meeting for bridge project LFM-(FU-9)--7X-70, a 80' x 30'-6" PPCB Bridge on 120th St (F65) in Section 16 - T78N - R01E as follows: Iowa Bridge & Culvert - \$648,871.03; Jim Schroeder Construction - \$594,719.25 (corrected amount) and Brandt Construction - \$816,666.15 (corrected amount). Horesowsky recommended accepting the low bid and awarding a contract to Jim Schroeder Construction at \$594,719.25. On a motion by Mather, second by Kirchner, the Board approved the bid from Jim Schroeder Construction in the amount of \$594,719.25 for bridge project LFM-(FU-9)--7X-70, a 80' x 30'-6" PPCB Bridge on 120th St (F65) in Section 16 - T78N - R01E. Ayes: All.

The meeting was adjourned at 10:40 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2024-0320

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve the Issuance of a Purchase Order in the Amount of \$24,195.00 to Zimmer and Francescon, Inc. for the Purchase of a Pump Rotating Assembly.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order in the amount of \$24,195.00 to Zimmer and Francescon, Inc. for the purchase of a Pump Rotating Assembly for the Stewart Lift Station.

STAFF RECOMMENDATION

Staff recommends approval of this purchase.

BACKGROUND/DISCUSSION

The rotating assembly of a pump includes the impeller and mechanical seals that allows the pump to operate. These assemblies wear out over time and must be replaced to ensure efficient pumping. When the impeller wears down, the pump will not pump enough water to keep up with what is coming in. This assembly is over 20 years old and is scheduled for replacement. Zimmer & Francescon is the only vendor for this assembly so no other quotes are available without completely changing the entire pump, which would entail replumbing and cost considerably more.

CITY FINANCIAL IMPACT

\$30,000.00 was budgeted for this purchase.

ATTACHMENTS

1. Stewart Pump Assembly Quote.240619

ZIMMER & FRANCESCON, INC.

QUOTATION

6200 65th Avenue
Moline, IL 61265
1-800-621-1118
309-797-1117 tel
877-244-2508 fax

TO: Muscatine WPCP
1202 Musser Street
Muscatine, IA 52761

QUOTATION NO: 240613RA
DATE: 6/19/24

SUBJECT: Replacement Pump, sn K2X1-078466-1

**We are proposing to furnish the following equipment at the prices indicated
and in accordance with the terms set forth herein.**

One	1	Fairbanks 6" B5414 T40 non clog pump rotating assembly to match subject serial number hydraulics. Fitted with wear ring on impeller and mechanical seal. Case wear ring and gasket included but shipped loose.	\$24,195.00
-----	---	--	-------------

NOTES

- 1 Installation of equipment is NOT included
- 2 Replacement assembly is 5 inches shorter than original
- 3 Longer lower shaft or flange spacer required to fit existing

Schedule

- | | |
|----|--|
| 14 | Weeks estimated for equipment after receipt of order |
|----|--|

ZIMMER & FRANCESCON, INC.

TERMS & CONDITIONS

Quotation No: **240613RA**

FREIGHT: F.O.B. Plant with freight allowed to jobsite

TAX: The amount of any applicable tax and/or other government charges upon the production, sale, shipment and/or use of the goods covered by this quotation shall be added to the price and shall be paid by the purchaser.

TERMS: Unless otherwise stated herein, terms are net thirty (30) days and proposal subject to acceptance within thirty (30) days. 1 1/2% per month interest charges will be invoiced against past due account balance.

CONDITIONS: This contract is contingent upon fires, strikes, accidents, or delays beyond the control of Zimmer & Francescon (hereinafter designated as ZnF), and acceptance of the articles covered by this contract from the carrier shall constitute a release or waiver of any responsibility on the part of ZnF for any damage in transit or loss on account of delay in delivery. **ZnF SHALL NOT BE LIABLE FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER.** Receipt by the purchaser shall constitute acceptance of delivery. If shipment shall be deferred at Purchaser's request, payment shall become due payable upon notification of ZnF that the articles provided for by this agreement are ready for shipment. In case of such delay in shipment it is agreed that storage shall be at the Purchaser's risk and expense. Pro rata payments shall be made for partial shipments. It is agreed that the title and right of possession to all articles sold under this contract remain with ZnF whatever may be its mode of attachment to realty or otherwise, until ZnF has the full price therefore, as herein above provided. Upon failure to make payments, or any of them, as herein specified, ZnF may retain any and all partial payments which may have been made, as liquidated damages, and shall be free to enter the premises where such articles may be located and remove the same as its property without prejudice to any further claims on account of damage which ZnF may suffer from any cause. The Purchaser agrees to do all acts and things necessary to protect and maintain the above title and right.

All contracts and agreements are subject to the approval of the home office of ZnF and are not binding upon ZnF unless approved in writing by an Executive Officer thereof.

UNDER NO CIRCUMSTANCES SHALL ZnF BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCTS LIABILITY, STATUTORY OR REGULATORY VIOLATION OR UNDER ANY OTHER LEGAL THEORY. ZnF MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

No obligation other than those herein set forth shall be binding upon ZnF. All previous agreements, either oral or written, referring to the articles or equipment which is the subject matter hereof, are hereby canceled. PROVISIONS IN THE SPECIFICATIONS ATTACHED HERETO ARE DESCRIPTIVE AND NOT INTENDED AS WARRANTIES.

SUBMITTED BY: Andrew Larson

For ZIMMER & FRANCESCON, INC.

ACCEPTED this ____ day of _____ 20__

BY: _____



City of Muscatine

ITEM NUMBER 2024-0321

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Gerald Ewers, Fire Chief
Mike Hartman, Assistant Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to Amazon.com, in the Amount of \$5,979.90, for the Purchase of Six Surface Pro Tablet Computers to be Used in Ambulances.

EXECUTIVE SUMMARY

Every other year, Surface Pro tablet computers are purchased for use as medical charting machines for each of the City's ambulances. This rotation was found to be the most cost-effective and ensures modern technology and proper support for our EMS charting needs. This budgeted expense supports the planned replacement of the computers.

STAFF RECOMMENDATION

Request to Approve the Issuance of a Purchase Order to Amazon.com, in the Amount of \$5,979.90, for the Purchase of Six Surface Pro Tablet Computers to be Used in Ambulances.

BACKGROUND/DISCUSSION

Over time, the Department has tried various solutions to maintain current technology for electronic charting of EMS calls. It was found that rotating out tablets such as these Surface Pros on an every-other-year basis provides technology updates and advancements to keep pace with the electronic reporting software the department uses while maintaining fiscal responsibility. This purchase keeps the present rotation of computers current and maintains the needs for our electronic reporting and charting. The IT department supports this rotation and type of tablet for the ambulance operations.

CITY FINANCIAL IMPACT

These items were approved for purchase as a capital outlay item in the present City budget. A total of \$9,600 was budgeted. This approval is for six Surface Pro computers. Additional items such as detachable keyboards will be purchased separately and the entire amount of the items purchased will be under the capital outlay budgeted amount.

Additional quotes included \$5,999.94 from Microsoft and \$5,999.94 from Best Buy.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0322

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve a Professional Services Agreement for an amount not-to-exceed \$17,900.00, with Stanley Consultants for the Environmental Compliance Reviews Project at the Water and Resource Recovery Facility.

EXECUTIVE SUMMARY

Request approval of the Professional Services Agreement (PSA) with Stanley Consultants for the Environmental Compliance Reviews Project at the Water and Resource Recovery Facility and the Papoose Lift Station. This review cost is set at not-to-exceed \$17,900.00 and will be paid from the Engineering Services budget in the Plant Administration budget.

STAFF RECOMMENDATION

Staff recommends approving the agreement for the review.

BACKGROUND/DISCUSSION

An environmental compliance review collects, analyzes and reviews information gathered from the City and appropriate public domain sources to determine compliance obligations with regard to environmental effects such as emissions and pollutants. This will help the City and the WRRF determine if there are deficiencies in our reporting for air emissions, Resource Conservation and Recovery Act (RCRA), Spill Prevention Control and Countermeasures (SPCC), National Pollutant Discharge Elimination System (NPDES), Stormwater Pollution Prevention (SWPP), Emergency Planning and Community Right-to-know Act (EPCRA) and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). These will be prepared in a report so that any remediation can be done to ensure the City's compliance.

CITY FINANCIAL IMPACT

There is \$15,000.00 available in the Engineering Services line item of the Administration budget. The remaining money will be taken from other deferred projects.

ATTACHMENTS

1. Proposed_PSA-WRRF_EnvRvw-Stanley.240718



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July ___, 2024, between CITY OF MUSCATINE, IOWA (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to conduct Environmental Compliance Reviews at the Waste Resource & Recovery Facility (WRRF) and the Papoose Lift Station (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. Following exhibits are attached to and made part of this Agreement:

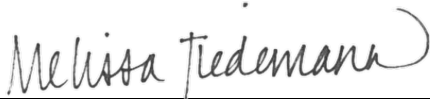
Exhibit 1 - Scope of Services
Exhibit 2 - Compensation
Exhibit 3 - Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

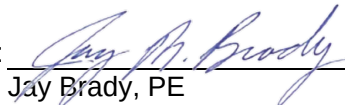
CITY OF MUSCATINE, IOWA

By:


Melissa Tiedemann, AICP

By: _____

Attest:


Jay Brady, PE

Attest: _____

Address for giving notices:

225 IOWA AVENUE
MUSCATINE, IOWA 52761

Address for giving notices:

1202 MUSSER STREET
MUSCATINE, IOWA 52761

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.



Scope of Services

Stanley Consultants proposes to conduct Environmental Compliance Reviews at the Waste & Resource Recovery Facility (WRRF) and Papoose Pump Station in Muscatine Iowa.

Basic Services

1. Project management including City communications, scheduling site visit and review meeting, and submitting information request to City for needed information to be provided by the City.
2. Conduct a site visit for one qualified individual from the Stanley Consultants' Iowa City office that can be completed in the same eight-hour workday.
3. Review information and documents provided by City and appropriate public domain sources including, but not limited to environmental permits, plans, sampling data, agency correspondence, and reports pertaining to the following topics to evaluate compliance at the facilities:
 - Air Emission Permits/Registrations/Emission Reporting/Small Unit Exemptions
 - Resource Conservation and Recovery Act (RCRA) hazardous and universal waste generation and management
 - Spill Prevention Control and Countermeasures (SPCC)
 - Applicable National Pollutant Discharge Elimination System (NPDES) Permit(s)
 - Stormwater Pollution Prevention (SWPP) Plan
 - Emergency Planning and Community Right-to-know Act (EPCRA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) reporting requirements (Form R/A, Tier II Reporting)
4. Prepare a draft Environmental Compliance Review Report that summarizes the findings. The reports will include narratives on the current state of environmental compliance related to the topics above and identify compliance gaps in a tabular format. The draft report will be provided electronically in Microsoft Word and electronic pdf formats for City review.
5. Receive electronic comments from City after review. Participate in a review call as needed.
6. Finalize the report and provide as electronic pdf.

Conditions of Service

Services provided are based on the following:

- The City of Muscatine will provide access to the facilities and knowledgeable people to provide needed facility information. The City of Muscatine will also provide access to existing environmental site inspections, documentation, and environmental permits pertaining to the site.
- No media will be sampled (for example, air stack testing, asbestos sampling, noise monitoring, and storm water sampling)



- A review of the facility's conformance with the International Standard ISO 14001, Environmental Management System Standards is not included.
- Facility conformance to building and other applicable occupation codes is not included.
- Occupational Safety and Health Administration (OSHA) and Department of Transportation (DOT) compliance will not be evaluated.
- Tank integrity testing will not be performed.
- Engineering evaluations are not included.

Schedule

Stanley Consultants anticipates the following schedule:

1. Schedule site visit within two weeks of receiving authorization to proceed.
2. Prepare and submit draft report within two weeks of the site visits and receipt of needed information from the City.
3. Finalize report within two weeks of receipt of City comments and any review meeting.



Exhibit 2

Compensation

This Scope of Services will be completed on a time and materials basis not-to-exceed \$17,900 without prior authorization from the City of Muscatine, Iowa.



Standard Terms and Conditions

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which

are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each



Standard Terms and Conditions

party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Iowa law, excluding its choice of law rules.

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable

expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's



Standard Terms and Conditions

services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

BY ENTERING INTO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION

OF LIABILITY CLAUSE HAS BEEN REVIEWED, UNDERSTOOD, IS A MATERIAL PART OF THIS AGREEMENT, AND EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.

4.13 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 INSURANCE. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than \$1,000,000 per occurrence.

4.15 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 Force Majeure. Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war.



CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4.18 PREEXISTING CONDITIONS. CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

Hourly Rates



Compensation for office-based personnel in the U.S. for time in the performance of the work, including travel time, shall be in accordance with the following Hourly Rates.

Client	City of Muscatine, Iowa
Description	Environmental Evaluation
Location	Muscatine, Iowa
Hourly Rates subject to revision on or after	
Billing Title	Hourly Rate
Project Administrator 1	\$87.00
Project Administrator 2	\$100.00
Associate Scientist 1 , CAD Technician 1 , GIS Analyst 1	\$113.00
Student Intern - Engineer , Architect Intern 1 , CAD Technician 2 , GIS Analyst 2 , Senior Project Administrator 1	\$127.00
Engineer in Training 1 , Associate (E1) , Consultant (E1) , Architect Intern 2 , Scientist 1 , Senior CAD Technician 1 , Senior GIS Analyst 1 , Senior Project Administrator 2 , Project Architect 1 , Scientist 2 , Senior CAD Technician 2	\$140.00
Engineer in Training 2 , Architect 2 , Senior Scientist 1 , CAD Designer 1 , CAD Designer 2 , Construction Observer 1	\$153.00
Engineer 1 , Consultant (E2) , Senior Architect 1 , Senior Architect 2 , Senior Scientist 2 , Senior Land Acquisition Agent 1 , CAD Designer 3 , Senior GIS Analyst 2	\$167.00
Engineer 2 , Senior Consultant (E1) , Senior Architect 3 , Principal Land Acquisition Agent , Senior CAD Designer 1 , Construction Observer 2	\$180.00
Senior Engineer 1 , Senior Consultant (E2) , Senior Project Controls Specialist 1	\$193.00
Senior Consultant (E3) , Senior CAD Designer 2 , Principal CAD Designer , Project Manager 1	\$216.00
Senior Engineer 2 , Principal Scientist 2 , Principal Planner 1 , Project Manager 2	\$220.00
Principal Consultant (E1) , Principal Scientist 3	\$233.00
Principal Engineer 1 , Principal Consultant (E3) , Project Manager 3 , Principal Project Controls Specialist	\$246.00
	\$270.00

SCHEDULE OF CHARGES

Fiscal Year 2024-2025

- I. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.75/mile
Four-Wheel Drive Vehicles	\$0.89/mile
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Analysis	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
All-Terrain Vehicle (ATV) with Trailer	\$115/day

- II. Graphic Arts Charges:

Field Tablet	\$20/day
MiFi	\$10/day
OCR Scanning	\$1/image
Image Scanning	\$7/image
Thermal Imaging Camera	\$190/day

- III. Reprographics:

Copying		
Black/white copies: 1-100	\$0.17 for 8.5 x 11	\$0.31 for 11 x 17
Color Copies: 1-100 copies	\$0.42 for 8.5 x 11	\$0.72 for 11 x 17
Bindery		
Manual Process		\$66/hour
Mechanical Process		\$45/hour

- IV. Large Format Engineer Drawings:

Large Format color plots	\$0.83 per sq. ft.	
Large Format B/W up to 100 Sq. Ft.	\$0.35 per sq. ft.	
Scan to File Service – Large Format over 17 In.		
1-25		
26-100	\$1.76/scan	
100+	\$0.90/scan	
Burning Scans to CDs		
CDs	\$5.95/scan	
Duplicate CDs	\$3.00/each	
Small Scan: 1-100	8.5 x 11 to 11 x 17	\$0.30/each
Small Scan: 101+	8.5 x 11 to 11 x 17	\$0.13/each

V. Environmental Field Equipment Rental:

Stormwater Sampling Equipment, incl. portable	\$600 per use	
Flow meter	\$200 per use	
pH Field Test Kit	\$20 each	
Total Residual Chlorine (TRC) Field Test Kit	\$35 each	
Field Kit (pH,TRC,gloves,alconox, field book, etc)	\$100 each	
Monthly Comp Sampling & Flow Measurement	\$200/24 hour comp	
Ice Bag	\$5 each	
	Daily Rental	Weekly Rental
PH/DO/Cond/ORP meter with flow cell	\$125	\$375
Oil/water interface probe	\$ 45	\$135
Transducer w/ data logger	\$ 55	\$150
Turbidity meter	\$ 20	\$ 60
Photoionization detector (PID)	\$ 50	\$145
Magnetic locator	\$ 15	\$ 45
Depth to water meter	\$ 20	\$ 75
Peristaltic or groundwater pump	\$ 40	\$ 85
Hand Auger or Soil Probe	\$ 15	\$ 40
4-Gas air monitor	\$ 25	\$100
pH probe	\$ 10	\$ 20
Hammer drill	\$ 25	\$100
Steam evaluation kit	\$ 50	\$200
Noise meter	\$ 75	\$300
Soils and Aggregates		
Proctor	\$250/each	
Gradation and P.I.	\$275/each	
Gradation only	\$175/each	
Fracture face	\$65/each	
Moisture	\$30/each	
Asphalt		
Burn-off and Gradation	\$200/each	
Rice	\$125/set	
Gyratory	\$180/set	
Cores	\$35/ea	
Oven calibration set	\$200/set	
Dry rodded VCA (unit weight)	\$100/ea	
Concrete		
Cylinder Compressive Strength	\$30/each	
Aggregate Gradation	\$145/each	
	*Prices do not include travel time for sampling	
Asbestos Sampling		
Asbestos Sampling Kit	\$25/use	
Asbestos Cutter Sleeve, Vials	\$2.50/each	

VI. UAS Services (Drone):

Flight and processing time (not including travel exp)	\$185/hr
---	----------

VII. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

VIII. Charges are subject to revision on or after March 29, 2025.



City of Muscatine

ITEM NUMBER 2024-0323

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

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

SUBJECT

Request To Approve The Issuance Of A Purchase Order, In The Amount Of \$20,863.95, To Sinclair Tractor for A 845M Utility Vehicle for Greenwood Cemetery.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests the purchase of a utility vehicle. We are asking that \$20,863.95 be approved for Sinclair Tractor as they were the lowest bid. The Greenwood Cemetery utility vehicle was approved in the FY24/25 budget as a \$30,000 approved purchase.

STAFF RECOMMENDATION

City staff recommends approval

BACKGROUND/DISCUSSION

This utility vehicle will replace a 2002 Toro workman. Utility vehicles are used within Greenwood Cemetery to assist with maintenance needs and to transport seasonal staff.

CITY FINANCIAL IMPACT

In the FY 24/25 Cemetery budget, \$30,000 was approved for the purchase of a utility vehicle for Greenwood Cemetery.

ATTACHMENTS

1. Memo bid results Utility Vehicle

MEMORANDUM

July 19, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Utility Vehicle for Greenwood Cemetery

Bid Results for a utility vehicle. Bid closing was on 7/12/2024 at 1 pm.

We had two companies submit bids for the purchase of a utility vehicle

Sinclair Tractor	Muscatine, IA	
Utility Vehicle		\$20,863.95
MTI Distributing	Minneapolis, MN	
Utility Vehicle		\$22,462.75



City of Muscatine

ITEM NUMBER 2024-0324

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

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

SUBJECT

Request To Approve The Issuance Of A Purchase Order To Sinclair Tractor In The Amount Of \$17,588.37, For A Zero Turn Mower for Greenwood Cemetery.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests the purchase of a new zero turn mower. We are asking that \$17,588.37 be approved for Sinclair Tractor. We did receive a smaller bid from MTI Distributing, but it did not meet minimum specifications. The MTI mower could not meet the minimum horsepower or fuel tank specifications.
The Greenwood Cemetery zero turn mower was approved in the FY24/25 budget as a \$15,000 approved purchase.

STAFF RECOMMENDATION

City staff recommends approval

BACKGROUND/DISCUSSION

This zero turn mower will replace a zero turn which had mechanical failures in FY 23/24. It will help maintain Greenwood Cemetery and be used in day-to-day operations.

CITY FINANCIAL IMPACT

In the FY 24/25 Cemetery budget, \$15,000 was approved for the purchase of a zero turn mower for Greenwood Cemetery. An approved utility vehicle for the FY 24/25 budget came in \$9,000 under budget, which will help cover the additional funding needed for this purchase. \$400 was also returned to the City budget with the auctioning of the zero turn with mechanical failures.

ATTACHMENTS

1. Memo bid results Zero Turn Mower

MEMORANDUM

July 19, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Utility Vehicle for Greenwood Cemetery

Bid Results for a utility vehicle. Bid closing was on 7/12/2024 at 1 pm.

We had two companies submit bids for the purchase of a zero turn mower

Sinclair Tractor	Muscatine, IA	
Zero Turn Mower		\$17,588.37
MTI Distributing	Minneapolis, MN	
Zero Turn Mower		\$14,112.36



City of Muscatine

ITEM NUMBER 2024-0325

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve the Issuance of a Purchase Order in the Amount of \$13,670.00, to United Rentals for the Purchase of a Scissor Lift for the Water Pollution Control Plant.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order in the amount of \$13,670.00, to United Rentals for the purchase of a new Skyjack scissor lift. \$15,000.00 is available in the capital budget for this purchase. Three quotes were received for this purchase with the low bid coming from United Rentals.

STAFF RECOMMENDATION

Staff recommends approval of this purchase.

BACKGROUND/DISCUSSION

A scissor lift is needed for multiple projects throughout the facility where ladders are impractical or unsafe. Many pieces of infrastructure including screening equipment, lights, fans, heaters, louvers and electrical boxes are inaccessible without the aid of a scissor lift. A scissor lift is much safer than very tall ladders when doing repairs and installations at heights over 20'. Renting multiple times a year is expensive and with the work done the cost of owning would pay for the lift in just two years. \$15,000.00 was budgeted for Moyno pump repair parts but the pumps are now scheduled for replacement as part of the Electrical Asset project due to control system upgrades. The pumps are no longer supported by the manufacturer and spare parts are becoming difficult to obtain. Replacing the pumps is the more practical solution and should be incorporated into the project due to electrical work being done on that system.

CITY FINANCIAL IMPACT

\$15,000.00 was budgeted for Moyno pump repair parts, but the pumps are now scheduled for replacement as part of the Electrical Asset project due to control system upgrades. The \$15,000 will be reallocated for the purchase of the scissor lift.

ATTACHMENTS

1. Scissor Lift Quotes.240723

BRANCH J49
1303 WASHINGTON ST
MUSCATINE IA 52761-5019
563-263-5400
563-263-1946 FAX

236406417

Job site CPU MUSCATINE
1303 WASHINGTON ST
MUSCATINE IA 52761-5019
Office: 563-264-1550 **Job:** 563-264-1550

CITY OF MUSCATINE
215 SYCAMORE ST
MUSCATINE IA 52761-3839

Customer # : 1247219
Quote Date : 07/17/24
UR Job Loc : 1303 WASHINGTON ST,
UR Job # : 12
Customer Job ID :
P.O. # : TBD
Ordered By : JEREMY POLZIN
Written By : JASON PICKART
Salesperson :

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	3002000 CC: 300-2000 SCISSOR LIFT 19' ELECTRIC NEW SKYJACK III 3219 SCISSOR LIFT	13120.00	13120.00
	DELIVERY CHARGE		550.00
		Sub-total:	13670.00
		Total:	13670.00

CONTACT: JEREMY POLZIN

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX.
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

Altorfer Rents



T H E Rental S T O R E[®]

Account #: 616940

PO NUMBER:

Date: 7/16/2024

BILL TO:	
Company	City of Muscatine
Ordered By	Jeremy Polzin
Address	1459 Washington St

SHIP TO:	TBD
Company	
Attn	
Address	

City:	Muscatine	
State:	IA	Zip: 52761
Phone:	563-940-2347	
Fax:		

City:	Bettendorf	
State:	IA	Zip: 52722
Salesman:	Jenna Wardlow	

Qty.	Description/Model Number	Selling Price
1	SkyJack 3219 Scissor Lift - A100048679	\$ 14,950.00
	NO TAX	
	Delivery	\$ 165.00
	Total:	\$ 15,115.00

Please see attached specifications sheet.



City of Muscatine

ITEM NUMBER 2024-0326

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Joe Timmsen, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to Macqueen in the Amount of \$14,747.00 for the Purchase of 2 Sets of Rescue 42 Telecrib Rescue Struts

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to Macqueen for two sets of rescue struts in the amount of \$14,747.00. We have \$ 14,800.00 budgeted for this purchase as an approved capital outlay purchase in the fire operations budget. This will allow us to safely stabilize vehicles in preparation for patient extraction.

STAFF RECOMMENDATION

Staff recommends approving the purchase order to Macqueen for rescue struts for Fire Engine Rescue Equipment in the amount of \$14,747.00.

BACKGROUND/DISCUSSION

This request is for two sets of rescue struts, one set for the Fire Engine at each Fire Station. Rescue struts allow us to raise or stabilize vehicles up to 18,000lbs. These allow us to raise a vehicle, trailer, or heavy machinery, off a victim and/or gain access to victims for medical treatment, extrication, and removal. These increase safety in environments such as fields, ditches, slopes, and uneven ground. This was a budgeted capital outlay item in the fire operations budget for \$14,800.00. Macqueen is low quote at \$14,747, which is \$53.00 under budget. We received 3 quotes from vendors.

Macqueen \$14,747
Alex Air \$15,325
Fire Store \$16,432.60

CITY FINANCIAL IMPACT

There was \$14,800.00 budgeted for this capital outlay item in the Fire Operations Budget. This is \$53.00 under budget.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0327

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Joe Timmsen, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to 1st In Emergency Products in the Amount of \$6,182.46, for the purchase of a Cabinet for the Fire Department Command Vehicle.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to 1st In Emergency Products in the amount of \$6,182.46 for the purchase of a cabinet for the Fire Department Command Vehicle. We have a total of \$62,500 for the purchase of a vehicle and accessories. This total purchase will be under the approved capital outlay amount of \$62,500 in the equipment replacement fund.

STAFF RECOMMENDATION

Staff recommends approval of the purchase order in the amount of \$6,182.46 to 1st In Emergency for a Command Vehicle cabinet.

BACKGROUND/DISCUSSION

This cabinet is for the new Command Vehicle. This cabinet is built specifically for our vehicle and set to staff's recommendation to use as a command center for emergency incidents. This cabinet allows mounting of radios, computer stations, and command boards for the Incident Commander to organize, gather information, and communicate at Emergency Scenes. The Incident Commander can establish a command post to maintain scene safety, accountability of personnel, and organize the operation of an emergency scene from the Command Vehicle. This item is part of the accessories for the new Tahoe Incident Command Vehicle that was approved as a capital outlay item from the equipment replacement fund. We have a total budgeted amount of \$62,500 in capital outlay for accessories and a vehicle. This request is for an accessory item. The entire purchase of the vehicle and accessories will be under the budgeted amount of \$62,500. We had two quotes for the accessory cabinet. Karl Emergencies quote was \$6,709.35 and 1st In Emergency was \$6,182.46.

CITY FINANCIAL IMPACT

This item was budgeted as part of the new incident command vehicle as an accessory and the purchase of the vehicle and accessories will not exceed the approved capital outlay amount of \$62,500.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0338

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

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

SUBJECT

Request to Approve the Issuance of a Purchase Order to Van Wall Equipment in the amount of \$15,900.00 for the purchase of a John Deere 615 Gator for Golf Maintenance Operations.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase a 2024 John Deere 615 Gator. Bids were received from multiple vendors with the lowest bid from Van Wall Equipment for \$15,900.00 with the trade in of equipment.

STAFF RECOMMENDATION

At this time staff would recommend the issuance of a purchase order to Van Wall Equipment for \$15,900.00 to purchase a 2024 John Deere 615 Gator.

BACKGROUND/DISCUSSION

The vehicle will be used around to golf course to do various jobs.

CITY FINANCIAL IMPACT

In the FY 24/25 Golf Maintenance Operations Budget there is \$25,000.00 approved for the purchase of this vehicle.

ATTACHMENTS

1. Utility Vehicle Bid Document

MEMORANDUM

July 24, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Brett Parcher, Golf Course Supervisor
SUBJECT: Utility Vehicle

Bid documents were sent out to numerous vendors with 2 responding. Here are the results

<u>Company Name</u>	<u>Model</u>	<u>Price</u>
Van Wall Equipment	2024 John Deere Gator HPX815E	\$17,900
MTI Distributing	2024 Workman UTX	\$23,284.42

These prices were before any trade in allowance. The winning bidder has agreed to give us \$2,000 for our current 620i Gator.

Therefore it is my recommendation that we purchase a 2024 John Deere Gator HPX815E for \$15,900 from Van Wall Equipment in Rock Island, Illinois.

Brett Parcher
Golf Course Supervisor



City of Muscatine

ITEM NUMBER 2024-0341

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve the Issuance of a Purchase Order in the Amount of \$12,789.00, to Puck Enterprises for the Purchase of a 3 Point Hitch Hose Cart for biosolids application.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order in the amount of \$12,789.00, to Puck Enterprises for the purchase of a 3 point hitch hose cart for biosolids application. Two quotes were received for this purchase with the low quote coming from Puck Enterprises. \$12,500.00 was budgeted for this purchase. There are funds available in the capital budget to cover the \$289.00 overage.

STAFF RECOMMENDATION

Staff recommends approving this purchase.

BACKGROUND/DISCUSSION

The Biosolids department uses hose reels to land apply biosolids in the field every year. They employ three carts that were purchased in the 1980s and are falling apart. They have been repaired many times but are now beyond their useful life and need to be replaced. The department will replace one a year until they are all upgraded to the three point carts that are more maneuverable and more durable. Two vendors submitted bids with the low bid coming from Puck Enterprises for \$12,789.00. Bambauer Equipment submitted a quote of \$12,800.00. \$12,500.00 was budgeted for this purchase. Costs have risen since the quotes were initially researched in November 2023. There are funds available in the capital fund to cover the \$289.00 overage.

CITY FINANCIAL IMPACT

\$12,500.00 was budgeted for this purchase. There are funds available in the capital fund to cover the \$289.00 overage.

ATTACHMENTS

1. Biosolids Hose Reel Quotes.240711

Quote



PUCK ENTERPRISES
1110 100th Street
Manning, Iowa 51455
833.655.9200

Quote Number

Date

16233

6/14/2024

Expiration Date: 6/29/2024

Quote To:

Water & Resource Recovery Facility
1202 Musser St
Muscatine IA 52761
United States

Sales Person: Philip J Brown

Email pbrown@puck.com

Phone: 563-263-3720

Fax:

					USD
Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	61-00602-11	HR-4 3pt Hose Reel MKIII	3	1.00 EA	\$12,789.00

Lines Total \$12,789.00

Total Taxes \$0.00

Line Miscellaneous Charges \$0.00

Quote Miscellaneous Charges \$0.00

Quote Total \$12,789.00

5666-74200
P.O. #



19151 Kettlersville Rd. New Knoxville, OH 45871
PH: 419-753-2275 | info@bambauerequipment.com

QUOTE

Date	Estimate #	Rep
7/9/2024	2629	SCOTT

Customer		
CITY OF MUSCATINE W.R.R.F JAMES ALLEN 1202 MUSSER ST. MUSCATINE, IA 52761		
Customer Phone	Customer Alt. Phone	Customer E-mail
563-263-2752 JAMES	563-571-5105 JAMES CE	jallen@muscatineciowa.gov

Qty	Item	Description	U/M	Price Each	Amount
1	3 PT HOSE REEL	3 POINT HITCH, 4 HOSE REEL, HEAVY DUTY HIGH TORQUE HIGH FLOW MOTOR, CATEGORY 2 3 OR 4 NARROW QUICK HITCHES CAN HOOK TO THIS REEL, 2 1/4" SHAFT ON MOTOR, #80 DOUBLE CHAIN DRIVE	ea	12,800.00	12,800.00
1	NOTE	CURRENTLY IN STOCK			0.00

ALL PRICES IN US DOLLARS

Total

\$12,800.00



City of Muscatine

ITEM NUMBER 2024-0345

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

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

SUBJECT

Request to Approve a Purchase Order to C.R. Landscaping in the Amount of \$9,900.00 for the Taylor Park Pickleball Plaza Area Fencing Project.

EXECUTIVE SUMMARY

Request to Approve the Issuance of a Purchase Order in the Amount of \$9,900.00 to C.R. Landscaping for the Taylor Park Pickleball Court Plaza Area Fencing Project.

STAFF RECOMMENDATION

City Staff recommends approval.

BACKGROUND/DISCUSSION

As part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects, the plaza area fencing project for the pickleball courts will enhance the playing experience for the park visitors.

CITY FINANCIAL IMPACT

The Taylor Park Pickleball Court Plaza Area Fencing Project will be paid for with funds from the Community Foundation of Greater Muscatine South End Improvement Fund Projects. Three quotes were received and the C.R. Landscaping quote of \$9,900.00 is the lowest quote. The bid tab is attached.

ATTACHMENTS

1. Pickleball Fencing

Community Foundation of Greater Muscatine
Southend Community Improvement Projects

Taylor Park Pickleball Courts Plaza Fencing
Bid Tab

1. C.R. Landscape	\$ 9,900.00
2. Sampson Fence LTD	\$ 11,665.00
3. Henley Group	\$ 13,000.00

BILLS FOR APPROVAL SUMMARY
August 2, 2024

Computer Bill Lists

Regular Bills 8/2/24		\$	1,125,829.64
Payroll Vendor Checks 7/19/24			44,674.57
Payroll Vendor ACH 7/19/24			104,161.68
Special CKS 7/26/24	Hershey		144.63
Special Cks 7/30/24	Operating		5,000.00
	Subtotal	\$	<u>1,279,810.52</u>

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance July	\$	82,000.00
Wellmark Insurance	Health/Dental Insurance July		82,000.00
Iowa Workforce Development	Unemployment		6,832.97
Internal Revenue Service	PCORI Fee		2,057.58
Treasurer State of Iowa	State Tax Withholding		31,621.22
Payroll Account	Transfer		510,776.71
Internal Revenue Service	Federal Withholding		132,258.47
State of Iowa	State Tax		44,214.65
	Subtotal	\$	<u>891,761.60</u>

Voucher Program

Various Landlords	Actual August Rent	\$	(7,839.94)
		\$	<u>(7,839.94)</u>

Voids

Void Checks 7/26/24	Operating	\$	(12,684.00)
Void Checks 7/26/24	Hershey		(144.63)
	Subtotal	\$	<u>(12,828.63)</u>

Total Expenditures	\$	<u><u>2,150,903.55</u></u>
---------------------------	----	----------------------------

Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 07/30/2024 - 4:20PM
 Batch: 00007.07.2024



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

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00003.07.2024 State Income Tax	07/19/2024	0	88.57	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00001.07.2024 State Income Tax	07/05/2024	0	85.24	
		Vendor Subtotal:			173.81	
1000-01-1132-52300	PHELPS CUSTOM IMAGE WEAR	Anniversary - S Meyer	06/30/2024	0	57.77	
		Vendor Subtotal:			57.77	
1000-01-1144-52840	FAMILY EYE & CONTACT LENS CN	Safety Glasses - Hoon	06/30/2024	0	250.00	
1000-01-1144-52840	FAMILY EYE & CONTACT LENS CN	Safety Glasses - Fry	06/30/2024	0	125.00	
1000-01-1144-52840	FAMILY EYE & CONTACT LENS CN	Safety Glasses - Wedekind	06/30/2024	0	125.00	
1000-01-1144-52840	FAMILY EYE & CONTACT LENS CN	Safety Glasses - Boysen	06/30/2024	0	125.00	
		Vendor Subtotal:			625.00	
1000-01-1144-61550	GENESIS HEALTH SYSTEM-OCC HL	Random - J Orbaker	07/29/2024	0	32.00	
		Vendor Subtotal:			32.00	
1000-01-1531-61660	MUSCATINE COMMUNITY COLLEGE	Video Production	07/30/2024	0	18,188.00	
		Vendor Subtotal:			18,188.00	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes 7/11/24	07/30/2024	0	49.65	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Special Meeting Minutes 7/15/24	07/30/2024	0	55.61	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Public Hearing Notice	07/30/2024	0	25.16	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Zoning Changes - Hershey/Green	07/30/2024	0	158.22	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Public Hearing Niemann Acres	07/30/2024	0	61.57	
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes 6/27/24	06/30/2024	0	238.98	

			Vendor Subtotal:		589.19
1000-05-1143-51100	LUPTON & TOYNE PRINTERS	#10 City Logo No Window Envelopes	07/30/2024	0	80.00 00027951
1000-05-1143-51100	LUPTON & TOYNE PRINTERS	#10 City Logo Window Envelopes (382.0	07/30/2024	0	382.00 00027951
			Vendor Subtotal:		462.00
1000-05-1143-51100	AMAZON.COM	#10 Single Window Envelopes	07/30/2024	0	259.10 00027915
1000-05-1143-51100	AMAZON.COM	Credit	07/30/2024	0	-155.46
			Vendor Subtotal:		103.64
1000-05-1143-51300	STAPLES ADVANTAGE	#104604 Hammermill Premium Laser Pri	07/30/2024	0	189.58 00027974
			Vendor Subtotal:		189.58
1000-05-1145-51300	PAPER 101	8 1/2 x 11 20# White Xerographic Paper #	06/30/2024	0	1,882.50 00026912
			Vendor Subtotal:		1,882.50
1000-05-1146-51400	AMAZON.COM	Cable	07/29/2024	0	16.44
			Vendor Subtotal:		16.44
1000-05-1146-61340	WINSOR CONSULTING	Consulting	07/29/2024	0	725.70
			Vendor Subtotal:		725.70
1000-05-1146-65240	MUSCATINE POWER & WATER	June Internet - PW	06/30/2024	0	387.00
1000-05-1146-65240	MUSCATINE POWER & WATER	June - July Machlink	07/30/2024	0	1,057.84
			Vendor Subtotal:		1,444.84
1000-10-1221-32540	FOPS MECHANICAL SERVICES	Refund Permit	07/30/2024	0	131.00
			Vendor Subtotal:		131.00

1000-10-1221-35380	P&C REALTY	Reimb 50% Nuisance Abatement Paymen	07/30/2024	0	168.70
		Vendor Subtotal:			168.70
1000-10-1221-61340	POINT & PAY	June CC Fees	06/30/2024	0	15.00
		Vendor Subtotal:			15.00
1000-10-1221-62310	ADVANCED BUSINESS SYSTEMS IN	July Copier	07/29/2024	0	25.75
1000-10-1221-62310	ADVANCED BUSINESS SYSTEMS IN	July Copier	07/29/2024	0	15.78
		Vendor Subtotal:			41.53
1000-15-1311-52830	AMAZON.COM	Micro USB	07/29/2024	0	89.72
		Vendor Subtotal:			89.72
1000-15-1311-52840	LOU'S GLOVES, INC	10 Boxes Nitrile Powder Free Black Glov	07/29/2024	0	99.00 00027947
1000-15-1311-52840	LOU'S GLOVES, INC	5 boxes Nitrile Powder Free Black Glove	07/29/2024	0	49.50 00027947
1000-15-1311-52840	LOU'S GLOVES, INC	5 boxes Nitrile Powder Free Black Glove	07/29/2024	0	49.50 00027947
1000-15-1311-52840	LOU'S GLOVES, INC	10 boxes Nitrile Powder Free Black Glov	07/29/2024	0	99.00 00027947
		Vendor Subtotal:			297.00
1000-15-1311-52890	MENARDS (MUSC)	Cable Tie	07/29/2024	0	9.99
		Vendor Subtotal:			9.99
1000-15-1311-53110	UNITED RENTALS (NORTH AMER)	Tile Stripper	07/29/2024	0	95.00
		Vendor Subtotal:			95.00
1000-15-1311-61340	WEST PUBLISHING CORPORATION	Clear Web Plus	06/30/2024	0	469.97
		Vendor Subtotal:			469.97
1000-15-1311-62370	SYCAMORE PRINTING INC	National Night Out Cards	07/29/2024	0	52.00
1000-15-1311-62370	SYCAMORE PRINTING INC	National Night Out Flyer	07/30/2024	0	50.00

Vendor Subtotal:					102.00
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 6/30/24	06/30/2024	0	810.80
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 7/7/24	07/29/2024	0	810.80
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 7/14/24	07/29/2024	0	810.80
Vendor Subtotal:					2,432.40
1000-15-1311-65210	MUSCATINE POWER & WATER	July Phones	07/29/2024	0	46.15
Vendor Subtotal:					46.15
1000-15-1311-67130	SIGN PRO	Letter Squad #761	07/29/2024	0	370.00
Vendor Subtotal:					370.00
1000-15-1311-68300	MUSCATINE CO ADMINISTRATION	Fingerprint Machine	07/29/2024	0	1,378.00
Vendor Subtotal:					1,378.00
1000-15-1311-69200	PETTY CASH	Postage	06/30/2024	0	19.75
1000-15-1311-69200	PETTY CASH	Postage	06/30/2024	0	13.29
Vendor Subtotal:					33.04
1000-15-1311-74250	DELL MARKETING L.P.	U2724D Dell UltraSharp 27" Monitor	06/30/2024	0	335.99 00027736
1000-15-1311-74250	DELL MARKETING L.P.	Precision 3680 Tower	06/30/2024	0	3,357.59 00027736
Vendor Subtotal:					3,693.58
1000-15-1312-61650	PETDATA, INC	Pet Licensing	06/30/2024	0	500.00
Vendor Subtotal:					500.00
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	August Subsidy	08/01/2024	0	6,666.67
Vendor Subtotal:					6,666.67

1000-15-1315-52890	ELITE K-9, INC.	Callout Sticks	06/30/2024	0	12.80
		Vendor Subtotal:			12.80
1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	June Cell Phones	06/30/2024	0	133.20
		Vendor Subtotal:			133.20
1000-15-1320-61660	REINFORCEMENT CONSULTING LL	Mental Health Consults	07/29/2024	0	3,650.00
		Vendor Subtotal:			3,650.00
1000-20-1321-46700	MISSION SQUARE	RHS Retirement - M Hoppe	07/29/2024	0	155.95
		Vendor Subtotal:			155.95
1000-20-1321-51100	AMAZON.COM	3 Ring Binder	07/29/2024	0	17.14
1000-20-1321-51100	AMAZON.COM	Gel Ink Refills	07/29/2024	0	2.78
1000-20-1321-51100	AMAZON.COM	Label Tape	07/29/2024	0	15.99
		Vendor Subtotal:			35.91
1000-20-1321-52300	AMAZON.COM	Radio Strap & Holder	07/29/2024	0	86.88
1000-20-1321-52300	AMAZON.COM	Firefighter Radio Strap and Holder Leath	07/29/2024	0	434.40 00028038
		Vendor Subtotal:			521.28
1000-20-1321-52830	REEVES BATTERY SALES	Auto/Light Truck battery 800 CCA / 48M	07/29/2024	0	120.00 00028064
		Vendor Subtotal:			120.00
1000-20-1321-52830	AMAZON.COM	Canon EOS R100 Mirrorless Camera	07/29/2024	0	667.26 00028084
1000-20-1321-52830	AMAZON.COM	Pentax WG-90 Blue Waterproof Camera :	07/29/2024	0	296.95 00028047
1000-20-1321-52830	AMAZON.COM	Amerex B240 2.5 gal Water Class A Fire	07/29/2024	0	348.00 00028001
		Vendor Subtotal:			1,312.21
1000-20-1321-52890	ARNOLD MOTOR SUPPLY	Hyperwash (vehicle soap) for PSB & Stat	07/29/2024	0	375.98 00028135

		Vendor Subtotal:			375.98
1000-20-1321-52890	MENARDS (MUSC)	Drive Bit	07/29/2024	0	15.70
1000-20-1321-52890	MENARDS (MUSC)	Tote	07/30/2024	0	56.97
		Vendor Subtotal:			72.67
1000-20-1321-52890	PETTY CASH	De Icer	06/30/2024	0	3.59
		Vendor Subtotal:			3.59
1000-20-1321-52890	AMAZON.COM	Adapter	07/29/2024	0	16.24
1000-20-1321-52890	AMAZON.COM	DVI Adapter	07/29/2024	0	7.80
1000-20-1321-52890	AMAZON.COM	Video Splitter	07/29/2024	0	6.95
1000-20-1321-52890	AMAZON.COM	Camera Batteries	07/29/2024	0	53.98
1000-20-1321-52890	AMAZON.COM	Hard Case for Camera	07/29/2024	0	15.99
		Vendor Subtotal:			100.96
1000-20-1321-61560	GENESIS HEALTH SYSTEM	Medical J Barnhart DOS 5/15/24	06/30/2024	0	175.00
		Vendor Subtotal:			175.00
1000-20-1321-61560	TMESYS LLC	Prescription - K McCarthy	07/29/2024	0	88.48
1000-20-1321-61560	TMESYS LLC	Prescription - K McCarthy	07/29/2024	0	161.03
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	07/29/2024	0	687.28
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	07/29/2024	0	680.62
		Vendor Subtotal:			1,617.41
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	07/29/2024	0	30.39
		Vendor Subtotal:			30.39
1000-20-1321-65240	MUSCATINE POWER & WATER	July Phones	07/29/2024	0	43.14
		Vendor Subtotal:			43.14

1000-20-1321-67320	FELD FIRE	EZ Flo Regulator Kit	07/29/2024	0	50.00
		Vendor Subtotal:			50.00
1000-20-1321-69200	PETTY CASH	Supplies	06/30/2024	0	14.98
		Vendor Subtotal:			14.98
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	FF2 - S Martin	07/29/2024	0	50.00
		Vendor Subtotal:			50.00
1000-25-1115-61630	ALBERT DABIT	Wellness Reimb	07/29/2024	0	50.00
		Vendor Subtotal:			50.00
1000-25-1411-52300	AUSTIN JOHNSON	Reimb Shoes - A Johnson	07/30/2024	0	74.77
		Vendor Subtotal:			74.77
1000-25-1411-52740	SINCLAIR	Oil	07/30/2024	0	22.56
		Vendor Subtotal:			22.56
1000-25-1411-52840	S.J. SMITH CO.	Sideshield	07/29/2024	0	23.82
		Vendor Subtotal:			23.82
1000-25-1411-53220	SINCLAIR	Shroud	06/30/2024	0	54.99
1000-25-1411-53220	SINCLAIR	Sleeve/Cover	07/30/2024	0	56.89
		Vendor Subtotal:			111.88
1000-25-1411-62120	FREERS & SONS TREE SERVICE	Drop Cypress Tree and Stump Grinding	06/30/2024	0	495.00 00027770
1000-25-1411-62120	FREERS & SONS TREE SERVICE	DROP MAPLE TREE & STUMP GRINI	06/30/2024	0	400.00 00027778
		Vendor Subtotal:			895.00

1000-25-1411-65310	ALLIANT ENERGY	June Gas - Greenwood	06/30/2024	0	83.68
		Vendor Subtotal:			83.68
1000-25-1421-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	72.33
		Vendor Subtotal:			72.33
1000-25-1422-38620	ALICIA CAVAZOS	Refund	07/30/2024	0	100.00
		Vendor Subtotal:			100.00
1000-25-1422-38620	JACKIE RUFFNER	Refund	07/30/2024	0	70.00
		Vendor Subtotal:			70.00
1000-25-1422-38620	BRANDY JOHNSON	Refund	07/30/2024	0	125.00
		Vendor Subtotal:			125.00
1000-25-1422-38620	HEATHER MARTIN	Refund	07/29/2024	0	100.00
		Vendor Subtotal:			100.00
1000-25-1422-38620	KATHY MILLER	Refund	07/29/2024	0	125.00
		Vendor Subtotal:			125.00
1000-25-1423-38620	JULIAN CANDELA	Refund	07/30/2024	0	30.00
		Vendor Subtotal:			30.00
1000-25-1423-52300	MELISSA BAKER	Reimb Uniform - M Baker	07/30/2024	0	50.00
		Vendor Subtotal:			50.00
1000-25-1423-52300	CADEN BROWN	Reimb Shoes - C Brown	07/30/2024	0	75.00

Vendor Subtotal:					75.00
1000-25-1423-52400	MENARDS (MUSC)	Bleach/Glove	07/30/2024	0	95.86
1000-25-1423-52400	MENARDS (MUSC)	Flexzilla/Gloves/ZEP	07/30/2024	0	94.89
1000-25-1423-52400	MENARDS (MUSC)	Buggins/Glove	07/29/2024	0	61.42
Vendor Subtotal:					252.17
1000-25-1423-52750	MENARDS (MUSC)	Premium Max	07/30/2024	0	24.96
Vendor Subtotal:					24.96
1000-25-1423-52830	PLUMB SUPPLY COMPANY	Wrench	06/30/2024	0	95.94
1000-25-1423-52830	PLUMB SUPPLY COMPANY	Wrench	06/30/2024	0	64.97
Vendor Subtotal:					160.91
1000-25-1423-52890	MENARDS (MUSC)	Concrete/Glove/Scraper	07/29/2024	0	77.25
Vendor Subtotal:					77.25
1000-25-1423-53110	MENARDS (MUSC)	Cylinder/Pipe	07/29/2024	0	77.49
1000-25-1423-53110	MENARDS (MUSC)	Storage Cabinet	07/30/2024	0	81.60
1000-25-1423-53110	MENARDS (MUSC)	Hinge/Door Stop/Utility Pull	07/30/2024	0	67.04
Vendor Subtotal:					226.13
1000-25-1423-53120	MENARDS (MUSC)	6 Way Round Connector	07/30/2024	0	13.99
Vendor Subtotal:					13.99
1000-25-1423-53130	MENARDS (MUSC)	Nipple/Ball Valve	07/29/2024	0	15.37
Vendor Subtotal:					15.37
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Sanitary Tee	07/30/2024	0	90.19

Vendor Subtotal:					90.19
1000-25-1423-53140	MENARDS (MUSC)	Spray Paint	07/29/2024	0	35.96
Vendor Subtotal:					35.96
1000-25-1423-53220	ARNOLD MOTOR SUPPLY	2" - 20000 LB CURT BALL MOUNT	07/29/2024	0	111.65 00028055
Vendor Subtotal:					111.65
1000-25-1423-53220	MUSCATINE LAWN & POWER	Roller	07/29/2024	0	27.72
Vendor Subtotal:					27.72
1000-25-1423-53220	NAPA OF MUSCATINE	Filter	07/30/2024	0	2.53
Vendor Subtotal:					2.53
1000-25-1423-62120	FREERS & SONS TREE SERVICE	HICKORY TREE (DROP ONLY) @ WE	07/30/2024	0	250.00 00027978
Vendor Subtotal:					250.00
1000-25-1423-62130	FREERS & SONS TREE SERVICE	TRIM PIN OAK, MAPLE & BUR OAK	07/30/2024	0	495.00 00028045
1000-25-1423-62130	FREERS & SONS TREE SERVICE	3 CYPRESS & 2 PINES TRIMMING	07/30/2024	0	495.00 00028071
Vendor Subtotal:					990.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	07/29/2024	0	9.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	06/30/2024	0	9.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	06/30/2024	0	9.20
Vendor Subtotal:					27.60
1000-25-1423-62450	A TECH/FREEMAN ALARM	Alarms 8/1/24 - 10/31/24	07/29/2024	0	32.97
Vendor Subtotal:					32.97

1000-25-1423-65210	CENTURYLINK	July Phones - Marina	07/30/2024	0	167.33
		Vendor Subtotal:			167.33
1000-25-1423-65320	MUSCATINE POWER & WATER	June Electric - Levee	06/30/2024	0	37.02
		Vendor Subtotal:			37.02
1000-25-1423-67140	A-1 QUALITY TIRE & CAR CARE	CARLISLE Z-TURN TIRES	06/30/2024	0	290.00 00027873
1000-25-1423-67140	A-1 QUALITY TIRE & CAR CARE	MOUNTING	06/30/2024	0	2.00 00027873
1000-25-1423-67140	A-1 QUALITY TIRE & CAR CARE	Valve Stem	07/29/2024	0	23.50
		Vendor Subtotal:			315.50
1000-25-1423-67150	MENARDS (MUSC)	Filter Sleeve/Hose Coupling	07/30/2024	0	39.06
		Vendor Subtotal:			39.06
1000-25-1424-52100	D & K PRODUCTS	FERTILIZER 25-5-15Q	06/30/2024	0	1,890.00 00027807
		Vendor Subtotal:			1,890.00
1000-25-1424-52300	PARKER GREEN	Reimb Shoes - P Green	07/30/2024	0	75.00
		Vendor Subtotal:			75.00
1000-25-1424-52720	SPRATT OIL SALES	REGULAR GASOLINE - NO LEAD	07/30/2024	0	335.16 00028121
		Vendor Subtotal:			335.16
1000-25-1424-52730	SPRATT OIL SALES	RED-DYE DIESEL	07/30/2024	0	564.00 00028121
1000-25-1424-52730	SPRATT OIL SALES	RED-DYE DIESEL	07/30/2024	0	56.40
		Vendor Subtotal:			620.40
1000-25-1424-52830	AMAZON.COM	Laser Measure Tool	07/29/2024	0	39.99
		Vendor Subtotal:			39.99

1000-25-1424-53130	MOST DEPENDABLE FOUNTAINS INC	CARTRIDGE REPLACEMENT	06/30/2024	0	195.00 00027866
1000-25-1424-53130	MOST DEPENDABLE FOUNTAINS INC	SHIPPING	06/30/2024	0	40.00 00027866
1000-25-1424-53130	MOST DEPENDABLE FOUNTAINS INC	CONTROL VALVE	06/30/2024	0	200.00 00027866
Vendor Subtotal:					435.00
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Filter	06/30/2024	0	4.41
Vendor Subtotal:					4.41
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	String	07/29/2024	0	12.82
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Fittings	07/30/2024	0	17.25
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Fittings	07/30/2024	0	28.27
Vendor Subtotal:					58.34
1000-25-1424-53220	MENARDS (MUSC)	Lumber	07/29/2024	0	63.10
1000-25-1424-53220	MENARDS (MUSC)	Star Drive/Brush Set/Teflon Tape	07/29/2024	0	71.38
1000-25-1424-53220	MENARDS (MUSC)	Return	07/29/2024	0	-14.30
1000-25-1424-53220	MENARDS (MUSC)	Links	07/29/2024	0	26.96
1000-25-1424-53220	MENARDS (MUSC)	Nipple/Bungee/Bushing/Coupling	07/30/2024	0	72.45
Vendor Subtotal:					219.59
1000-25-1424-53340	D & K PRODUCTS	CLAY BRICKS (8 PER BAG)	06/30/2024	0	760.00 00027848
Vendor Subtotal:					760.00
1000-25-1424-53340	RIVER CITY TURF & ORNAMENTAL	TURFACE QUICK DRY	07/29/2024	0	896.00 00027975
Vendor Subtotal:					896.00
1000-25-1424-62450	A TECH/FREEMAN ALARM	Alarms 8/1/24 - 10/31/24	07/29/2024	0	84.00
Vendor Subtotal:					84.00
1000-25-1424-65210	CENTURYLINK	July Phones - Kent Stein	07/29/2024	0	81.97

		Vendor Subtotal:			81.97
1000-25-1426-52300	JEANNE BISHOP	Reimb Shoes - J Bishop	07/30/2024	0	64.07
		Vendor Subtotal:			64.07
1000-25-1427-52100	D & K PRODUCTS	FERTILIZER 24-4-12	06/30/2024	0	540.00 00027807
		Vendor Subtotal:			540.00
1000-25-1427-52250	D & K PRODUCTS	TRANSON TEE OFF 4.5F	06/30/2024	0	797.40 00027848
		Vendor Subtotal:			797.40
1000-25-1427-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - C Hull	06/30/2024	0	150.22
		Vendor Subtotal:			150.22
1000-25-1427-52300	ALAN HILTON	Reimb Shoes - A Hilton	07/29/2024	0	39.48
		Vendor Subtotal:			39.48
1000-25-1427-53210	ARNOLD MOTOR SUPPLY	Filter/Keyring Nail Tool Kit	07/29/2024	0	89.55
		Vendor Subtotal:			89.55
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Return	07/30/2024	0	-46.27
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Universal Joint	07/29/2024	0	26.97
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Yoke	07/30/2024	0	64.27
		Vendor Subtotal:			44.97
1000-25-1427-53220	MENARDS (MUSC)	Pruner/Wire Lock/Linch Pin/Teflon	07/29/2024	0	83.56
1000-25-1427-53220	MENARDS (MUSC)	Gauge/Steel Rollers/Door Hinge	07/29/2024	0	47.98
		Vendor Subtotal:			131.54

1000-25-1427-53220	REEVES BATTERY SALES	BATTERY - AUTO/LIGHT TRUCK SPI	07/29/2024	0	110.00 00028025
		Vendor Subtotal:			110.00
1000-25-1427-53220	AMAZON.COM	Return	07/30/2024	0	-13.90
		Vendor Subtotal:			-13.90
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	07/29/2024	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	07/29/2024	0	24.00
		Vendor Subtotal:			48.00
1000-25-1427-62450	A TECH/FREEMAN ALARM	Alarms 8/1/24 - 10/31/24	07/29/2024	0	84.00
		Vendor Subtotal:			84.00
1000-25-1427-63300	PS3 Enterprises Inc.	Temp Sanitation	07/29/2024	0	100.00
		Vendor Subtotal:			100.00
1000-25-1428-38620	ERIKA RICKETTS	Refund	07/30/2024	0	250.00
		Vendor Subtotal:			250.00
1000-25-1428-38620	JULIE EHRLMAN	Refund	07/30/2024	0	250.00
		Vendor Subtotal:			250.00
1000-25-1428-38620	ERIC CURRY	Refund	07/30/2024	0	250.00
		Vendor Subtotal:			250.00
1000-25-1431-52810	BERLINS PRO SHOP	TeeBall Shirt 3XL	06/30/2024	0	11.50 00027841
1000-25-1431-52810	BERLINS PRO SHOP	Tee-Ball Shirts	06/30/2024	0	767.00 00027841
1000-25-1431-52810	BERLINS PRO SHOP	Blastball Shirts	06/30/2024	0	299.00 00027841
		Vendor Subtotal:			1,077.50

1000-25-1432-37220	VICTOR MORALES	Refund	07/30/2024	0	150.00
Vendor Subtotal:					150.00
1000-25-1432-52250	ACCO UNLIMITED CORP	Shipping	07/29/2024	0	80.00 00027896
1000-25-1432-52250	ACCO UNLIMITED CORP	Liquid Chlorine	07/29/2024	0	950.40 00027896
1000-25-1432-52250	ACCO UNLIMITED CORP	GALLONS OF LIQUID CHLORINE	07/30/2024	0	1,152.00 00028030
1000-25-1432-52250	ACCO UNLIMITED CORP	GALLONS OF ACID	07/30/2024	0	902.00 00028030
1000-25-1432-52250	ACCO UNLIMITED CORP	SHIPPING	07/30/2024	0	80.00 00028030
Vendor Subtotal:					3,164.40
1000-25-1432-52890	AMAZON.COM	WRISTBANDS RED	07/29/2024	0	71.20 00028097
1000-25-1432-52890	AMAZON.COM	WRISTBANDS GREEN	07/29/2024	0	71.20 00028097
Vendor Subtotal:					142.40
1000-25-1432-53130	MENARDS (MUSC)	O-Rings	07/29/2024	0	10.37
Vendor Subtotal:					10.37
1000-30-1511-51300	SOURCE NOW LLC	CF281A HP #81A Black Toner Cartridge	07/29/2024	0	192.76 00028104
1000-30-1511-51300	SOURCE NOW LLC	CF226A HP #26A Black Toner Cartridge	07/29/2024	0	129.65 00028104
Vendor Subtotal:					322.41
1000-30-1511-52890	AMAZON.COM	Packing Tape/Hotspot Cases	07/29/2024	0	67.03
1000-30-1511-52890	AMAZON.COM	Return	07/30/2024	0	-188.08
Vendor Subtotal:					-121.05
1000-30-1511-62460	AMAZON.COM	Mynt3d Super 3D Pen (Qty: 8)	06/30/2024	0	350.88 00027832
1000-30-1511-62460	AMAZON.COM	Mynt3d Pen Mat Kit (Qty: 1)	06/30/2024	0	2.25 00027832
Vendor Subtotal:					353.13
1000-30-1511-63300	XEROX CORPORATION	June Copier	06/30/2024	0	211.23

			Vendor Subtotal:		211.23
1000-30-1511-64120	ROBERT FIEDLER	Reimb Parking	07/29/2024	0	35.00
			Vendor Subtotal:		35.00
1000-40-1151-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - B Matthews	06/30/2024	0	195.20
			Vendor Subtotal:		195.20
1000-40-1151-52400	MENARDS (MUSC)	Mr Clean	07/30/2024	0	17.88
			Vendor Subtotal:		17.88
1000-40-1151-52890	MENARDS (MUSC)	Screw	07/29/2024	0	4.48
1000-40-1151-52890	MENARDS (MUSC)	Concrete	07/29/2024	0	21.28
1000-40-1151-52890	MENARDS (MUSC)	Cable Ties	07/30/2024	0	8.66
			Vendor Subtotal:		34.42
1000-40-1151-52890	AMAZON.COM	Garage Door Opener Button	07/29/2024	0	47.10
			Vendor Subtotal:		47.10
1000-40-1151-52890	AE OUTDOOR POWER DAVENPORT	Grommets	06/30/2024	0	11.62
			Vendor Subtotal:		11.62
1000-40-1151-53130	MENARDS (MUSC)	Drano	07/29/2024	0	14.25
			Vendor Subtotal:		14.25
1000-40-1151-53150	PLUMB SUPPLY COMPANY	Filter	07/29/2024	0	149.69
			Vendor Subtotal:		149.69
1000-40-1151-62450	A TECH/FREEMAN ALARM	Alarms 8/1/24 - 10/31/24	07/29/2024	0	84.00

Vendor Subtotal:					84.00
1000-40-1151-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	61.78
1000-40-1151-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	191.13
1000-40-1151-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	72.33
1000-40-1151-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	June Phones - PW	06/30/2024	0	43.80
1000-40-1151-65210	MUSCATINE POWER & WATER	June Phones - PW	06/30/2024	0	22.39
Vendor Subtotal:					436.21
1000-40-1151-65220	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	15.89
Vendor Subtotal:					15.89
1000-40-1151-65310	ALLIANT ENERGY	June Gas - PSB	06/30/2024	0	59.04
1000-40-1151-65310	ALLIANT ENERGY	June Gas - Art Center	06/30/2024	0	713.46
1000-40-1151-65310	ALLIANT ENERGY	June Gas - Fire Garage	06/30/2024	0	35.37
1000-40-1151-65310	ALLIANT ENERGY	June Gas - City Hall	06/30/2024	0	33.89
Vendor Subtotal:					841.76
1000-40-1151-67320	MUSCATINE LAWN & POWER	Cub Proz 972 Steering Gear Box	07/29/2024	0	516.45 00028012
Vendor Subtotal:					516.45
1000-40-1151-67330	MUSCATINE POWER & WATER	July Internet - PSB	07/29/2024	0	82.97
Vendor Subtotal:					82.97
1000-40-1151-67330	PHELPS CLEANING SERVICE INC	Air Mover/Dryer Rental	07/29/2024	0	190.00
Vendor Subtotal:					190.00
1000-40-1151-67330	PLUMB SUPPLY COMPANY	Thermostat	07/29/2024	0	141.56
Vendor Subtotal:					141.56

1000-40-1621-52100	MENARDS (MUSC)	Grass Seed	07/29/2024	0	59.99
		Vendor Subtotal:			59.99
1000-40-1621-52300	MITCH GRAHAM	Reimb Shoes - M Graham	07/30/2024	0	112.31
		Vendor Subtotal:			112.31
1000-40-1621-52830	MENARDS (MUSC)	Grinder Wheel	07/29/2024	0	39.70
1000-40-1621-52830	MENARDS (MUSC)	Ratchet	07/29/2024	0	29.98
		Vendor Subtotal:			69.68
1000-40-1621-52890	FASTENAL COMPANY	Screws/Nuts	07/29/2024	0	72.34
		Vendor Subtotal:			72.34
1000-40-1621-52890	MENARDS (MUSC)	Hole Strap/Screws	06/30/2024	0	28.77
1000-40-1621-52890	MENARDS (MUSC)	Duck Tape	06/30/2024	0	4.29
1000-40-1621-52890	MENARDS (MUSC)	Gloves	07/29/2024	0	35.94
1000-40-1621-52890	MENARDS (MUSC)	Return	07/29/2024	0	-19.99
1000-40-1621-52890	MENARDS (MUSC)	Trash Can	07/29/2024	0	23.99
1000-40-1621-52890	MENARDS (MUSC)	Drill Bit	07/29/2024	0	7.88
1000-40-1621-52890	MENARDS (MUSC)	Latch	07/29/2024	0	28.38
1000-40-1621-52890	MENARDS (MUSC)	Tape Gun/Bubble Wrap	07/30/2024	0	20.98
		Vendor Subtotal:			130.24
1000-40-1621-53400	WORLDBLOCK	5 Gallons Unitex Q-2 VOC Release Agen	06/30/2024	0	270.00 00027703
1000-40-1621-53400	WORLDBLOCK	7/16"x9" U-Anchor (rated to 7500 lbs.) - 1	06/30/2024	0	127.50 00027703
1000-40-1621-53400	WORLDBLOCK	Knob Style - 30x30x60 Full Knob Style E	06/30/2024	0	2,150.00 00027703
1000-40-1621-53400	WORLDBLOCK	Sprayer SP-060	06/30/2024	0	150.00 00027703
1000-40-1621-53400	WORLDBLOCK	Shipping	06/30/2024	0	380.80
		Vendor Subtotal:			3,078.30
1000-40-1621-65310	ALLIANT ENERGY	June Gas - Morgan Bld	06/30/2024	0	31.30
		Vendor Subtotal:			31.30

1000-40-1641-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	36.17
		Vendor Subtotal:			36.17
		Subtotal for FUND: 1000			74,562.95
3981-30-3981-62460	DAN CHAPMAN	Presenter of Movies Channel 5	07/29/2024	0	100.00
		Vendor Subtotal:			100.00
		Subtotal for FUND: 3981			100.00
4180-40-4180-73200	HEUER CONSTRUCTION	Fulliam Ave Phase 2 Pay App #4	07/30/2024	0	36,750.75
		Vendor Subtotal:			36,750.75
		Subtotal for FUND: 4180			36,750.75
4276-40-4276-61660	MARTIN & WHITACRE SURVEYORS	Field Checks on Manhole Inverts for Bori	07/30/2024	0	598.50
		Vendor Subtotal:			598.50
4276-40-4276-71200	YVONNE MONTERO	Easement 104 Amy Drive	06/30/2024	0	1,843.00
		Vendor Subtotal:			1,843.00
4276-40-4276-73100	LANGMAN CONSTRUCTION INC	West Hill Phase 6C Pay App #3	07/30/2024	0	485,403.70
		Vendor Subtotal:			485,403.70
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6 A/B Pay App #23	07/30/2024	0	54,334.41
		Vendor Subtotal:			54,334.41
		Subtotal for FUND: 4276			542,179.61

4443-25-4443-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	1,727.00
		Vendor Subtotal:			1,727.00
		Subtotal for FUND: 4443			1,727.00
4488-25-4488-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	765.00
		Vendor Subtotal:			765.00
		Subtotal for FUND: 4488			765.00
4491-00-4497-73900	PARK WAREHOUSE	Shade Structures for Southend Projects	07/30/2024	0	35,709.10
		Vendor Subtotal:			35,709.10
		Subtotal for FUND: 4491			35,709.10
4498-25-4498-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	2,417.00
		Vendor Subtotal:			2,417.00
4498-25-4498-61420	I & S GROUP, INC	Indoor Soccer Complex	06/30/2024	0	36,075.00
		Vendor Subtotal:			36,075.00
		Subtotal for FUND: 4498			38,492.00
4554-10-4554-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	691.00
		Vendor Subtotal:			691.00
		Subtotal for FUND: 4554			691.00
4638-15-4638-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	2,417.00

			Vendor Subtotal:		2,417.00
			Subtotal for FUND: 4638		2,417.00
4639-40-4639-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	708.00
			Vendor Subtotal:		708.00
			Subtotal for FUND: 4639		708.00
4658-40-4658-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	896.00
			Vendor Subtotal:		896.00
			Subtotal for FUND: 4658		896.00
4664-40-4664-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	1,727.00
			Vendor Subtotal:		1,727.00
			Subtotal for FUND: 4664		1,727.00
4835-20-4835-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	3,170.00
			Vendor Subtotal:		3,170.00
			Subtotal for FUND: 4835		3,170.00
4837-20-4837-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	967.00
			Vendor Subtotal:		967.00
			Subtotal for FUND: 4837		967.00
4862-10-4862-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	169.00

Vendor Subtotal:					169.00
Subtotal for FUND: 4862					169.00
4863-10-4863-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	345.00
4863-10-4863-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	276.00
Vendor Subtotal:					621.00
Subtotal for FUND: 4863					621.00
4865-40-4865-61220	DORSEY & WHITNEY LLP	Legal Services 2024 Bond Issue	06/30/2024	0	225.00
Vendor Subtotal:					225.00
Subtotal for FUND: 4865					225.00
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - W Marquez	06/30/2024	0	224.56
Vendor Subtotal:					224.56
5211-40-5211-52400	MENARDS (MUSC)	Wipes/Protectant Trigger	07/29/2024	0	27.66
Vendor Subtotal:					27.66
5211-40-5211-52890	MENARDS (MUSC)	Toss Can/Basket	07/29/2024	0	16.43
Vendor Subtotal:					16.43
5211-40-5211-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	72.33
Vendor Subtotal:					72.33
Subtotal for FUND: 5211					340.98
5311-05-5311-38650	MELISSA WATSON	Reimb Parking Ticket NPG079	07/30/2024	0	5.00

Vendor Subtotal:					5.00
5311-05-5311-51100	LUPTON & TOYNE PRINTERS	#10 City Logo Window Envelopes (382.0	07/30/2024	0	382.00 00027951
Vendor Subtotal:					382.00
5311-05-5311-74200	MACKAY METERS	Collection Cart Assy (Cart can Collection	06/30/2024	0	1,258.35 00027676
Vendor Subtotal:					1,258.35
Subtotal for FUND: 5311					1,645.35
5451-25-5451-52100	SITEONE LANDSCAPE SUPPLY	RECEDE	07/29/2024	0	34.00 00028015
5451-25-5451-52100	SITEONE LANDSCAPE SUPPLY	BANDIT	07/29/2024	0	80.00 00028015
5451-25-5451-52100	SITEONE LANDSCAPE SUPPLY	BANDIT	07/29/2024	0	0.29
5451-25-5451-52100	SITEONE LANDSCAPE SUPPLY	BANDIT	07/29/2024	0	80.29
Vendor Subtotal:					194.58
5451-25-5451-52250	D & K PRODUCTS	Oxem	07/30/2024	0	722.00 00027991
5451-25-5451-52250	D & K PRODUCTS	Pond Colorant	07/30/2024	0	194.80 00027991
5451-25-5451-52250	D & K PRODUCTS	Propamocarb	07/30/2024	0	520.00 00027991
5451-25-5451-52250	D & K PRODUCTS	Quicksilver	07/30/2024	0	298.00 00027991
5451-25-5451-52250	D & K PRODUCTS	Scimitar	07/30/2024	0	287.52 00027991
Vendor Subtotal:					2,022.32
5451-25-5451-52890	MENARDS (MUSC)	Hinge/Fend Washer	07/30/2024	0	6.08
5451-25-5451-52890	MENARDS (MUSC)	TRASH CANS	07/29/2024	0	95.30 00028132
5451-25-5451-52890	MENARDS (MUSC)	DRAIN-O	07/29/2024	0	45.00 00028132
5451-25-5451-52890	MENARDS (MUSC)	WASHER FLUID	07/29/2024	0	5.00 00028132
Vendor Subtotal:					151.38
5451-25-5451-52890	CEDAR COUNTY REPAIR	Safety Chain	07/29/2024	0	80.97
Vendor Subtotal:					80.97

5451-25-5451-53110	MENARDS (MUSC)	Coarse Salt	07/29/2024	0	41.94
		Vendor Subtotal:			41.94
5451-25-5451-53130	MTI DISTRIBUTING INC	IRRIGATION PARTS	07/29/2024	0	150.00 00028134
5451-25-5451-53130	MTI DISTRIBUTING INC	IRRIGATION PARTS	07/29/2024	0	277.87
		Vendor Subtotal:			427.87
5451-25-5451-53220	NAPA OF MUSCATINE	Oil	07/30/2024	0	9.34
5451-25-5451-53220	NAPA OF MUSCATINE	Brake Cleaner	07/29/2024	0	13.47
		Vendor Subtotal:			22.81
5451-25-5451-53220	PLUMB SUPPLY COMPANY	Couplings	06/30/2024	0	6.55
		Vendor Subtotal:			6.55
5451-25-5451-53220	VAN WALL EQUIPMENT INC.	Screw	06/30/2024	0	9.12
		Vendor Subtotal:			9.12
5451-25-5451-53220	SINCLAIR	Filter	07/29/2024	0	91.03
5451-25-5451-53220	SINCLAIR	Filter	07/30/2024	0	9.22
		Vendor Subtotal:			100.25
5451-25-5451-53320	WENDLING QUARRIES INC	PALLOT OF DIVOT MIX	07/29/2024	0	623.00 00027934
5451-25-5451-53320	WENDLING QUARRIES INC	TOPDRESSING SAND	07/29/2024	0	450.00 00027941
5451-25-5451-53320	WENDLING QUARRIES INC	TOPDRESSING SAND	07/29/2024	0	90.39
		Vendor Subtotal:			1,163.39
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	07/30/2024	0	90.81
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	06/30/2024	0	90.81
		Vendor Subtotal:			181.62
5451-25-5451-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	07/29/2024	0	45.00

Vendor Subtotal:					45.00
5451-25-5451-62450	A TECH/FREEMAN ALARM	Alarms 8/1/24 - 10/31/24	07/29/2024	0	114.00
Vendor Subtotal:					114.00
5451-25-5451-65240	MUSCATINE POWER & WATER	June - July Machlink	07/30/2024	0	61.99
Vendor Subtotal:					61.99
5451-25-5451-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	07/30/2024	0	19.95
Vendor Subtotal:					19.95
5451-25-5451-74200	WITTICK GOLF SUPPLY	50G JUNIO BALL WASHER	07/29/2024	0	4,400.00 00028000
5451-25-5451-74200	WITTICK GOLF SUPPLY	50G JUNIO BALL WASHER	07/29/2024	0	25.46
Vendor Subtotal:					4,425.46
5451-25-5452-52810	CALLAWAY GOLF COMPANY	DOZEN RANGE BALLS - YELLOW	07/29/2024	0	3,250.00 00028022
Vendor Subtotal:					3,250.00
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	07/29/2024	0	749.70
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	07/29/2024	0	138.00
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	07/29/2024	0	1,535.50
Vendor Subtotal:					2,423.20
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resal	07/29/2024	0	637.30
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resal	07/29/2024	0	841.65
Vendor Subtotal:					1,478.95
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	07/29/2024	0	365.02
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	07/29/2024	0	406.51
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	07/30/2024	0	210.68

		Vendor Subtotal:			982.21
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	07/29/2024	0	672.31
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	07/30/2024	0	579.28
		Vendor Subtotal:			1,251.59
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SHIPPING	07/29/2024	0	25.00 00027983
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY JAWS RAW WEDGE	07/29/2024	0	286.65 00027983
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SHIPPING	07/29/2024	0	7.05
		Vendor Subtotal:			318.70
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	TAYLOR MADE QI10 DRIVER	06/30/2024	0	484.50 00027598
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	SHIPPING	06/30/2024	0	8.99 00027598
		Vendor Subtotal:			493.49
5451-25-5452-52853	TITLEIST	SHIPPING	06/30/2024	0	12.59 00027068
5451-25-5452-52853	TITLEIST	FJ TRADITIONS	06/30/2024	0	180.00 00027068
5451-25-5452-52853	TITLEIST	SHIPPING	06/30/2024	0	9.68 00027692
5451-25-5452-52853	TITLEIST	SCOTTY CAMERON PHANTOM 5 PU	06/30/2024	0	350.00 00027692
5451-25-5452-52853	TITLEIST	TRUFEEL DOZEN BALLS	07/29/2024	0	171.00 00027927
5451-25-5452-52853	TITLEIST	PRO V1 DOZEN BALLS	07/29/2024	0	747.00 00027927
5451-25-5452-52853	TITLEIST	AVX DOZEN BALLS	07/29/2024	0	226.50 00027927
5451-25-5452-52853	TITLEIST	AVX DOZEN BALLS	07/29/2024	0	33.09
		Vendor Subtotal:			1,729.86
5451-25-5452-52890	MENARDS (MUSC)	LP Tank Exchange	07/29/2024	0	59.76
		Vendor Subtotal:			59.76
5451-25-5452-63300	HARRIS GOLF CARS	Rental 7/13/24 & 7/14/24	07/30/2024	0	1,960.00
		Vendor Subtotal:			1,960.00
5451-25-5452-65240	MUSCATINE POWER & WATER	June - July Machlink	07/30/2024	0	61.99

			Vendor Subtotal:		61.99
			Subtotal for FUND: 5451		23,078.95
5461-25-5461-62260	PS3 Enterprises Inc.	Temp Sanitation	06/30/2024	0	100.00
			Vendor Subtotal:		100.00
			Subtotal for FUND: 5461		100.00
5466-25-5466-67130	CENTRAL PETROLEUM EQUIP CO	FUEL PUMP DIAGNOSTIC	06/30/2024	0	500.00 00027834
5466-25-5466-67130	CENTRAL PETROLEUM EQUIP CO	FUEL PUMP Repair	06/30/2024	0	1,171.26
			Vendor Subtotal:		1,671.26
			Subtotal for FUND: 5466		1,671.26
5642-45-5642-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - E Last	06/30/2024	0	128.75
5642-45-5642-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - M Fulton	06/30/2024	0	13.53
			Vendor Subtotal:		142.28
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Grease Gun	06/30/2024	0	55.99
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Grease	06/30/2024	0	53.40
			Vendor Subtotal:		109.39
5642-45-5642-52890	AMAZON.COM	Wheel Nut Safety Check Indicators	07/29/2024	0	74.99
			Vendor Subtotal:		74.99
5642-45-5642-65240	MUSCATINE POWER & WATER	June - July Machlink	07/30/2024	0	61.99
			Vendor Subtotal:		61.99
5642-45-5642-67340	MENARDS (MUSC)	Flap Disc/Cutting Wheel	07/30/2024	0	15.92

5642-45-5642-67340	MENARDS (MUSC)	Tray/Sash Brush/Liner	07/30/2024	0	55.92
		Vendor Subtotal:			71.84
5642-45-5643-62260	PS3 Enterprises Inc.	Temp Sanitation	06/30/2024	0	100.00
5642-45-5643-62260	PS3 Enterprises Inc.	Temp Sanitation	06/30/2024	0	100.00
		Vendor Subtotal:			200.00
		Subtotal for FUND: 5642			660.49
5652-45-5652-52890	ARNOLD MOTOR SUPPLY	Power Belt	07/29/2024	0	59.50
		Vendor Subtotal:			59.50
5652-45-5652-53340	HARSCO METALS AMERICAS	Slag for Landfill	07/29/2024	0	600.00 00027964
5652-45-5652-53340	HARSCO METALS AMERICAS	Slag for Landfill	07/29/2024	0	29.49
		Vendor Subtotal:			629.49
5652-45-5652-62510	EUROFINS TEST AMERICA	June Testing	06/30/2024	0	4,587.85
5652-45-5652-62510	EUROFINS TEST AMERICA	June Testing	06/30/2024	0	581.00
		Vendor Subtotal:			5,168.85
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	06/30/2024	0	100.00
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	06/30/2024	0	100.00
		Vendor Subtotal:			200.00
5652-45-5652-67150	MOTION INDUSTRIES INC	Bushing	06/30/2024	0	36.19
		Vendor Subtotal:			36.19
		Subtotal for FUND: 5652			6,094.03
5658-45-5658-52300	JIMMY MCKIDDY	Reimb Uniforms - J McKiddy	07/30/2024	0	100.00

Vendor Subtotal:					100.00
5658-45-5658-52300	KENTON HITCHCOCK	Reimb Shoes - K Hitchcock	07/30/2024	0	106.99
Vendor Subtotal:					106.99
5658-45-5658-52840	DRJ GROUP, LLC	Fist Aid Supplies	07/29/2024	0	24.37
Vendor Subtotal:					24.37
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Tarp Strap	07/29/2024	0	20.40
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Ball Mount	07/29/2024	0	40.44
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Grease	06/30/2024	0	53.40
Vendor Subtotal:					114.24
5658-45-5658-52890	GRAINGER DEPT 802675066	Bolts	07/29/2024	0	22.51
Vendor Subtotal:					22.51
5658-45-5658-52890	MENARDS (MUSC)	Water/Powerade	07/29/2024	0	65.74
Vendor Subtotal:					65.74
5658-45-5658-52890	AMAZON.COM	Close/Open LED Sign	07/29/2024	0	45.99
5658-45-5658-52890	AMAZON.COM	Weed Brush	07/29/2024	0	25.99
Vendor Subtotal:					71.98
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	06/30/2024	0	12.19
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	07/29/2024	0	12.19
Vendor Subtotal:					24.38
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	07/29/2024	0	45.00
Vendor Subtotal:					45.00

5658-45-5658-62310	GORDON FLESCH COMPANY	Copier	07/29/2024	0	30.00
		Vendor Subtotal:			30.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 7/14/24	07/29/2024	0	182.70
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 7/21/24	07/29/2024	0	90.00
		Vendor Subtotal:			272.70
5658-45-5658-67200	RAYNOR DOOR CO INC OF THE QU.	Repair West Tunnel Door Circuit Board	07/29/2024	0	487.50 00027995
		Vendor Subtotal:			487.50
		Subtotal for FUND: 5658			1,365.41
5660-50-5661-51100	QUILL CORPORATION	#901-TCRB1193 - Receipt Book 4 to a P	06/30/2024	0	143.95 00027796
		Vendor Subtotal:			143.95
5660-50-5661-61420	STANLEY CONSULTANTS INC	WWTP Odor Control	06/30/2024	0	748.50
		Vendor Subtotal:			748.50
5660-50-5661-65240	MUSCATINE POWER & WATER	June - July Machlink	07/30/2024	0	61.99
		Vendor Subtotal:			61.99
5660-50-5661-66300	ARTHUR J GALLAGHER RISK MNGI	Dredge Excess Liability Insurance	07/30/2024	0	14,500.00
		Vendor Subtotal:			14,500.00
5660-50-5662-52100	AMAZON.COM	Plant Labels	07/29/2024	0	27.99
		Vendor Subtotal:			27.99
5660-50-5662-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Polzin	06/30/2024	0	57.00

		Vendor Subtotal:			57.00
5660-50-5662-52300	SCOTT SWIFT	Reimb Uniforms - S Swift	07/30/2024	0	75.00
		Vendor Subtotal:			75.00
5660-50-5662-52740	ARNOLD MOTOR SUPPLY	Oil	07/29/2024	0	33.98
		Vendor Subtotal:			33.98
5660-50-5662-52750	AMAZON.COM	Lubricant	07/29/2024	0	37.00
		Vendor Subtotal:			37.00
5660-50-5662-52830	MENARDS (MUSC)	Vise Grip	07/29/2024	0	28.93
5660-50-5662-52830	MENARDS (MUSC)	Loppers	07/29/2024	0	44.79 00028093
		Vendor Subtotal:			73.72
5660-50-5662-52830	AMAZON.COM	Blade Set	07/29/2024	0	63.61
5660-50-5662-52830	AMAZON.COM	Dewalt 20V 5" MAX XR Portaband	07/29/2024	0	281.59 00028002
5660-50-5662-52830	AMAZON.COM	Dewalt Portaband Blades	07/29/2024	0	20.00 00028002
5660-50-5662-52830	AMAZON.COM	Vevo 12 Ton Porta Power Hydraulic Ram	07/29/2024	0	168.30 00028002
		Vendor Subtotal:			533.50
5660-50-5662-52840	DRJ GROUP, LLC	Fist Aid Supplies	07/29/2024	0	20.98
		Vendor Subtotal:			20.98
5660-50-5662-52890	MENARDS (MUSC)	Spoons/Pails/Flex Hose	07/30/2024	0	79.38
		Vendor Subtotal:			79.38
5660-50-5662-53120	MENARDS (MUSC)	USB	07/30/2024	0	19.99
		Vendor Subtotal:			19.99

5660-50-5662-53130	MENARDS (MUSC)	Plug	07/29/2024	0	3.38
Vendor Subtotal:					3.38
5660-50-5662-53150	MENARDS (MUSC)	Filter	07/29/2024	0	63.92
Vendor Subtotal:					63.92
5660-50-5662-53210	ZIMMER & FRANCESCON INC	Check Valve Repair Kit	06/30/2024	0	331.00 00027544
5660-50-5662-53210	ZIMMER & FRANCESCON INC	Shipping	06/30/2024	0	14.91
Vendor Subtotal:					345.91
5660-50-5662-53210	AMAZON.COM	Measuring Tape	07/29/2024	0	54.22
5660-50-5662-53210	AMAZON.COM	Return	07/29/2024	0	-35.63
5660-50-5662-53210	AMAZON.COM	Envirox	06/30/2024	0	92.94
Vendor Subtotal:					111.53
5660-50-5662-53220	GRAINGER DEPT 802675066	Bolts	07/29/2024	0	26.08
Vendor Subtotal:					26.08
5660-50-5662-53220	AMAZON.COM	BX1500M APC 1500VA UPS Battery Ba	07/29/2024	0	184.99 00028109
Vendor Subtotal:					184.99
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	07/29/2024	0	28.40
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	07/29/2024	0	273.72
Vendor Subtotal:					302.12
5660-50-5662-67130	DETECTION INSTRUMENTS CORP	L2 0-50 Sensor Replacement & Calibratic	07/29/2024	0	513.76 00028011
5660-50-5662-67130	DETECTION INSTRUMENTS CORP	Odalog L2 Calibration, Inspection & Filte	07/29/2024	0	115.00 00028011
Vendor Subtotal:					628.76
5660-50-5662-67130	HUPP ELECTRIC	Blower Repair & Motor Alignment for #3	06/30/2024	0	5,000.00 00027606

		Vendor Subtotal:			5,000.00
5660-50-5662-67130	NORTHWEST MECHANICAL	Add a Condensate Trap at ADB Gas Line	06/30/2024	0	4,960.00 00027427
		Vendor Subtotal:			4,960.00
5660-50-5662-73900	RIDDELL ROOFING	Emergency Roof Replacement for Digest	06/30/2024	0	29,890.00 00026936
5660-50-5662-73900	RIDDELL ROOFING	Attach Plywood to Decking for DAF Roo	06/30/2024	0	35,000.00 00027338
5660-50-5662-73900	RIDDELL ROOFING	Emergency Roof Replacement at Diffuse	06/30/2024	0	80,510.00 00026937
		Vendor Subtotal:			145,400.00
5660-50-5663-52830	MENARDS (MUSC)	32' Extension Ladder	07/29/2024	0	475.00 00027998
		Vendor Subtotal:			475.00
5660-50-5663-52830	VAN METER INDUSTRIAL INC	Electrical Meter	07/29/2024	0	328.81 00028094
		Vendor Subtotal:			328.81
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Fuse Block for Mad Creek #3	06/30/2024	0	274.33 00027883
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Angle Plug	07/29/2024	0	27.07
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Relay Socket	07/29/2024	0	11.38
		Vendor Subtotal:			312.78
5660-50-5663-53130	AMAZON.COM	Pipe Fittings	07/29/2024	0	73.66
		Vendor Subtotal:			73.66
5660-50-5663-53210	GRAINGER DEPT 802675066	Bolts	07/29/2024	0	75.80
		Vendor Subtotal:			75.80
5660-50-5663-53210	MOTION INDUSTRIES INC	Bearings for Pump Housing	07/29/2024	0	869.08 00028046
		Vendor Subtotal:			869.08

5660-50-5663-53220	ARNOLD MOTOR SUPPLY	WD-40	07/29/2024	0	18.18
		Vendor Subtotal:			18.18
5660-50-5663-53220	FASTENAL COMPANY	Hardware	07/29/2024	0	14.72
		Vendor Subtotal:			14.72
5660-50-5663-53220	MENARDS (MUSC)	Misc. Supplies	07/29/2024	0	64.75 00028093
5660-50-5663-53220	MENARDS (MUSC)	Cable Tie/Water	07/29/2024	0	34.93
		Vendor Subtotal:			99.68
5660-50-5663-62530	MARK A DIERCKS	Cylinder Keyed to Match/Retaining Ring	07/29/2024	0	81.25
5660-50-5663-62530	MARK A DIERCKS	Repair Exit - Device Labor	07/29/2024	0	40.00
		Vendor Subtotal:			121.25
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Stewart	07/29/2024	0	45.29
5660-50-5663-65310	ALLIANT ENERGY	June Gas - Love's	06/30/2024	0	35.38
5660-50-5663-65310	ALLIANT ENERGY	July Gas - Bond	07/29/2024	0	35.38
		Vendor Subtotal:			116.05
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Hershey	06/30/2024	0	68.61
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Hershey B.U.	06/30/2024	0	24.82
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Bond	06/30/2024	0	248.99
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Schley	06/30/2024	0	375.72
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Magnolia	06/30/2024	0	27.39
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Miles	06/30/2024	0	307.71
5660-50-5663-65320	MUSCATINE POWER & WATER	June Electric - Stormwater	06/30/2024	0	146.41
		Vendor Subtotal:			1,199.65
5660-50-5663-65410	MUSCATINE POWER & WATER	June Water - Hershey	06/30/2024	0	23.00
5660-50-5663-65410	MUSCATINE POWER & WATER	June Water - Bond	06/30/2024	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	June Water - Schley	06/30/2024	0	32.64
5660-50-5663-65410	MUSCATINE POWER & WATER	June Water - Miles	06/30/2024	0	22.13

		Vendor Subtotal:			99.90
5660-50-5663-67130	XTREME PROWASH	Wash Mold from Interior of Pumphouse c	07/29/2024	0	1,500.00 00028153
		Vendor Subtotal:			1,500.00
5660-50-5663-67130	PLETCHER ENTERPRISES INC	Repair of Barscreen Rake	07/29/2024	0	280.00 00028044
		Vendor Subtotal:			280.00
5660-50-5665-52210	FISHER SCIENTIFIC	Pipet Vol Culturtek	06/30/2024	0	390.08
5660-50-5665-52210	FISHER SCIENTIFIC	Volumetric Pipets	06/30/2024	0	382.00 00027533
5660-50-5665-52210	FISHER SCIENTIFIC	Shipping	06/30/2024	0	22.92
		Vendor Subtotal:			795.00
5660-50-5665-52210	IDEXX DISTRIBUTION INC	Lab Supplies	07/29/2024	0	2,389.51 00028139
		Vendor Subtotal:			2,389.51
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Stir Shaft	07/29/2024	0	105.34
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	07/29/2024	0	965.90 00028110
		Vendor Subtotal:			1,071.24
5660-50-5665-52210	ULINE	Lab Supplies	07/29/2024	0	431.24 00027956
		Vendor Subtotal:			431.24
5660-50-5665-52210	USA BLUE BOOK	Manganous Sulfate	06/30/2024	0	85.87
		Vendor Subtotal:			85.87
5660-50-5665-52300	Zachary Anderson	Reimb Uniform - Z Anderson	07/30/2024	0	98.35
		Vendor Subtotal:			98.35

5660-50-5665-62510	PHENOVA INC	Testing	07/29/2024	0	405.00 00027997
5660-50-5665-62510	PHENOVA INC	Testing	07/29/2024	0	58.14
		Vendor Subtotal:			463.14
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	07/29/2024	0	327.35
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	07/29/2024	0	177.73
		Vendor Subtotal:			505.08
5660-50-5666-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Allen	06/30/2024	0	247.25
		Vendor Subtotal:			247.25
5660-50-5666-52830	MENARDS (MUSC)	Tools	07/29/2024	0	25.87 00028059
		Vendor Subtotal:			25.87
5660-50-5666-53210	AMAZON.COM	Solenoid Valve	06/30/2024	0	63.74
		Vendor Subtotal:			63.74
5660-50-5668-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Swailes	06/30/2024	0	100.00
		Vendor Subtotal:			100.00
5660-50-5668-53140	MENARDS (MUSC)	Paint	07/29/2024	0	33.84 00028059
		Vendor Subtotal:			33.84
5660-50-5668-53220	ARNOLD MOTOR SUPPLY	Light	07/29/2024	0	2.64
		Vendor Subtotal:			2.64
5660-50-5668-53220	MENARDS (MUSC)	Gloves	07/29/2024	0	45.73 00028059
		Vendor Subtotal:			45.73

Subtotal for FUND: 5660					185,382.73
5664-40-5664-52830	MENARDS (MUSC)	Trowel	07/29/2024	0	10.99
Vendor Subtotal:					10.99
5664-40-5664-52890	MENARDS (MUSC)	Sealant	07/29/2024	0	12.96
5664-40-5664-52890	MENARDS (MUSC)	Towels	07/29/2024	0	15.86
Vendor Subtotal:					28.82
5664-40-5664-65240	IOWA ONE CALLS	June One Calls	06/30/2024	0	563.40
Vendor Subtotal:					563.40
5664-40-5664-73100	MENARDS (MUSC)	1/2HP LG Effluent Pump 6914857	07/29/2024	0	234.99 00028003
5664-40-5664-73100	MENARDS (MUSC)	2" x 50' Dischrg Hose Asse	07/29/2024	0	74.99 00028003
5664-40-5664-73100	MENARDS (MUSC)	2" FEM CAM x 2"MIP Coupli 6914815	07/29/2024	0	12.99 00028003
5664-40-5664-73100	MENARDS (MUSC)	2" MALE CAM x 2"MIP Coupli 6914857	07/29/2024	0	7.99 00028003
Vendor Subtotal:					330.96
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	07/29/2024	0	170.00
Vendor Subtotal:					170.00
Subtotal for FUND: 5664					1,104.17
5711-10-5711-52710	CARVER AERO INC	Mower Fuel	07/29/2024	0	37.03
Vendor Subtotal:					37.03
5711-10-5711-61650	CARVER AERO INC	August 2024	08/01/2024	0	3,875.00
Vendor Subtotal:					3,875.00
5711-10-5711-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	07/29/2024	0	90.00

					Vendor Subtotal:	90.00
5711-10-5711-62530	CFP HOLDING COMPANY	Inspection	06/30/2024	0	601.23	
					Vendor Subtotal:	601.23
					Subtotal for FUND: 5711	4,603.26
5811-20-5811-35150	IOWA MEDICAID ENTERPRISE (IME Claims thru 6/30/24		06/30/2024	0	104.19	
5811-20-5811-35150	IOWA MEDICAID ENTERPRISE (IME GEMT Share August 2024		07/29/2024	0	15,079.14	
					Vendor Subtotal:	15,183.33
5811-20-5811-35160	DEPARTMENT OF VETERANS AFFA Overpayment M Kreiger DOS 6/22/2022		07/29/2024	0	881.17	
5811-20-5811-35160	DEPARTMENT OF VETERANS AFFA Overpayment M Kreiger DOS 6/13/22 #3		07/29/2024	0	931.17	
5811-20-5811-35160	DEPARTMENT OF VETERANS AFFA Overpayment M Kreiger DOS 6/29/22 #3		07/29/2024	0	671.00	
					Vendor Subtotal:	2,483.34
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Strap Orange	07/29/2024	0	99.92	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#020400 Thomas ET Tube Holder Pediat	07/29/2024	0	29.90 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#US220L UltraSense Exam Gloves Blue	07/29/2024	0	94.90 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1714-31081 Curaplex IV Extension Set	07/29/2024	0	213.00 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2763-53050 Assure Prism Multi Blood	07/29/2024	0	135.48 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#354010 Infu-Surg Disposable Pressure I	07/29/2024	0	178.32 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30050 Curaplex Nasal Cannula Green A	07/29/2024	0	28.00 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#020500 Thomas ET Tube Holder Adult	07/29/2024	0	29.80 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84240 Curaplex CuraSlide XC Sa	07/29/2024	0	175.00 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84230 Curaplex CuraSlide XC Sa	07/29/2024	0	90.00 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14640 Curaplex Select Nasophary	07/29/2024	0	29.90 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2745-10108 Curaplex ECG Chart Paper	07/29/2024	0	119.40 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Eviden	07/29/2024	0	151.15 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2114-44434 King LTS-D Supraglottic A	07/29/2024	0	786.00 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1061-17517 PDI Super Sani-Cloth Alcc	07/29/2024	0	82.56 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#16384 Curaplex Select Multi-Function I	07/29/2024	0	94.95 00028062	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Curaplex IV Admin Set	07/29/2024	0	95.70	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex IV Admin Set 15	07/29/2024	0	319.00 00028086	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex IV Admin Set 15	07/29/2024	0	15.90	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2146-03040 Single Use Laryngoscope F	07/29/2024	0	83.98 00028082	
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2146-03020 Single Use Laryngoscope F	07/29/2024	0	83.98 00028082	

5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2146-03030 Single Use Laryngoscope I	07/29/2024	0	83.98 00028082
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Safety Glasses	07/29/2024	0	85.16
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#L980010 Stifneck Select Extrication Co	07/29/2024	0	319.00 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2733-14605 Disposable Probe Covers F	07/29/2024	0	274.35 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2743-01811 ECG Trunk Cable 4 Wire I	07/29/2024	0	534.19 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#3141-91010 Curaplex Instant Head Imn	07/29/2024	0	92.20 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#US220L UltraSense Exam Gloves Blue	07/29/2024	0	94.90 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#36096 Curaplex Suction Catheter Red 1	07/29/2024	0	6.50 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2763-53050 Assure Prism Multi Blood	07/29/2024	0	135.48 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-12044 Sapphire 113in Macrobore	07/29/2024	0	233.80 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2615-16013 Reusable NIBP Blood Pres	07/29/2024	0	43.29 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Eviden	07/29/2024	0	151.15 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#661469MS Curaplex Transparent IV Dr	07/29/2024	0	177.00 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#36093 Curaplex Suction Catheter White	07/29/2024	0	7.50 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84130 Curaplex CuraSlide Safety	07/29/2024	0	64.50 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14670 Curaplex Select Nasophary	07/29/2024	0	14.80 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#US220M UltraSense Exam Gloves Blue	07/29/2024	0	94.90 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#3141-91012 Curaplex Instant Head Imn	07/29/2024	0	224.62 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#L980021 Stifneck Pedi-Select Extricati	07/29/2024	0	127.60 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#4781 Dynarex Disposable Penlights wit	07/29/2024	0	44.45 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#230010 Ambu BlueSensor R Adult 10/F	07/29/2024	0	405.00 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84145 Curaplex CuraSlide Safety	07/29/2024	0	124.50 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#47-6725EA Kerlix Gauze Bandage Roll	07/29/2024	0	123.84 00028113
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14660 Curaplex Select Nasophary	07/29/2024	0	29.90 00028113
Vendor Subtotal:					6,429.45
5811-20-5811-52840	UNITYPOINT HEALTH	May Ambulance Supplies	06/30/2024	0	519.03
Vendor Subtotal:					519.03
5811-20-5811-52840	TELEFLEX LLC	EZ-IO 25MM Needle Set + Stabilizer (ca	07/29/2024	0	1,345.50 00028041
Vendor Subtotal:					1,345.50
5811-20-5811-52890	MENARDS (MUSC)	Velcro/Vinegar/Dowel	07/29/2024	0	14.31
Vendor Subtotal:					14.31
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Filter	07/29/2024	0	42.38

		Vendor Subtotal:			42.38
5811-20-5811-62370	LUPTON & TOYNE PRINTERS	Radio Report Forms (2,000ct)	07/29/2024	0	180.00 00027988
		Vendor Subtotal:			180.00
5811-20-5811-64200	THE TACTICAL EMS SCHOOL	Registration fees - E. Joslyn	07/29/2024	0	1,950.00 00028119
		Vendor Subtotal:			1,950.00
5811-20-5811-65240	MUSCATINE POWER & WATER	June Internet - S Fire	06/30/2024	0	255.00
		Vendor Subtotal:			255.00
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Tires - Ambulance #351	07/29/2024	0	1,290.00 00028033
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Tire Disposal Fees	07/29/2024	0	41.70 00028033
5811-20-5811-67140	A-1 QUALITY TIRE & CAR CARE	Dismount/Mount/Balance Fees	07/29/2024	0	75.00 00028033
		Vendor Subtotal:			1,406.70
		Subtotal for FUND: 5811			29,809.04
7625-40-7625-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - T McLaughlin	06/30/2024	0	40.46
		Vendor Subtotal:			40.46
7625-40-7625-52400	AMAZON.COM	Shop Towels	07/29/2024	0	292.08 00028090
7625-40-7625-52400	AMAZON.COM	Shop Towels	07/29/2024	0	117.84
		Vendor Subtotal:			409.92
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	0W20 55 Gallon	07/30/2024	0	675.40 00028085
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	WWS 55 Gallon	07/30/2024	0	90.75 00028085
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	Af 55 Gallon	07/30/2024	0	239.80 00028085
		Vendor Subtotal:			1,005.95

7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Brake Fluid	07/29/2024	0	34.87
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Brake Fluid	07/29/2024	0	99.00
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Brake Fluid	07/29/2024	0	10.21
Vendor Subtotal:					144.08
7625-40-7625-53210	LAWSON PRODUCTS INC	Drill Bits/Tape for Stock	07/29/2024	0	156.41 00028061
7625-40-7625-53210	LAWSON PRODUCTS INC	Screws	07/30/2024	0	41.00
Vendor Subtotal:					197.41
7625-40-7625-53210	NAPA OF MUSCATINE	Brake Pads for Stock	07/29/2024	0	132.10 00028060
Vendor Subtotal:					132.10
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filter	07/29/2024	0	53.73
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	07/30/2024	0	25.50
Vendor Subtotal:					79.23
7625-40-7625-53220	ALTORFER INC	Track Roller for 418	06/30/2024	0	264.71 00027871
Vendor Subtotal:					264.71
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Serpentine Drive Belt	07/30/2024	0	60.31
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Brake Shoe Set/Parking Brake Hardware	07/29/2024	0	76.59
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Rear Brake Calipers	07/29/2024	0	301.58 00028075
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Rear Brake Pads/Rotors for 64	07/29/2024	0	306.83 00028068
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oil	07/29/2024	0	17.98
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Core Return	07/29/2024	0	-150.00
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Transmission Filter Kit	07/29/2024	0	17.86
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filter	07/29/2024	0	10.99
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oil	07/29/2024	0	57.96
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Steering Stabilizer	07/30/2024	0	41.36
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Switch	07/29/2024	0	6.39
Vendor Subtotal:					747.85
7625-40-7625-53220	COURTESY FORD	Hose Assembly	07/29/2024	0	88.48

			Vendor Subtotal:		88.48
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Camera for 440	07/29/2024	0	442.63 00028081
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Shipping	07/29/2024	0	27.20
			Vendor Subtotal:		469.83
7625-40-7625-53220	GRAINGER DEPT 802675066	Camera for 440 Packer	07/30/2024	0	155.79 00028024
7625-40-7625-53220	GRAINGER DEPT 802675066	Return	07/30/2024	0	-155.79
			Vendor Subtotal:		0.00
7625-40-7625-53220	MENARDS (MUSC)	Screws	07/29/2024	0	18.57
7625-40-7625-53220	MENARDS (MUSC)	Hardware	07/29/2024	0	14.13
			Vendor Subtotal:		32.70
7625-40-7625-53220	NAPA OF MUSCATINE	Wheel Bearing for Vehicle 702	07/30/2024	0	231.99 00028137
7625-40-7625-53220	NAPA OF MUSCATINE	Blade	07/30/2024	0	41.18
7625-40-7625-53220	NAPA OF MUSCATINE	Coil/Spark Plug	07/30/2024	0	51.07
7625-40-7625-53220	NAPA OF MUSCATINE	Alternator for Vehicle 257	07/30/2024	0	229.46 00028162
7625-40-7625-53220	NAPA OF MUSCATINE	Calipers for 256	07/29/2024	0	135.88 00028065
7625-40-7625-53220	NAPA OF MUSCATINE	Core Deposit	06/30/2024	0	164.78
7625-40-7625-53220	NAPA OF MUSCATINE	Rack, Tie Rods, Hoses for 612	07/30/2024	0	448.87 00028039
7625-40-7625-53220	NAPA OF MUSCATINE	Core Deposit	07/30/2024	0	129.47
7625-40-7625-53220	NAPA OF MUSCATINE	Return	07/30/2024	0	-22.80
7625-40-7625-53220	NAPA OF MUSCATINE	Brake Pads	07/29/2024	0	58.79
7625-40-7625-53220	NAPA OF MUSCATINE	Core Deposit	07/29/2024	0	141.24
7625-40-7625-53220	NAPA OF MUSCATINE	Return	07/30/2024	0	-125.98
7625-40-7625-53220	NAPA OF MUSCATINE	Core Deposit	07/30/2024	0	-435.49
			Vendor Subtotal:		1,048.46
7625-40-7625-53220	REEVES BATTERY SALES	Batteries for 257	07/30/2024	0	220.00 00028170
			Vendor Subtotal:		220.00
7625-40-7625-53220	SADLER POWER TRAIN INC	Anchor Pin Pushing	07/29/2024	0	10.20

			Vendor Subtotal:		10.20
7625-40-7625-53220	THOMAS BUS SALES OF IOWA INC	Seat Switch for 258	07/30/2024	0	164.49 00028177
			Vendor Subtotal:		164.49
7625-40-7625-53220	TITAN MACHINERY INC	Check Valve Assembly for 149	07/30/2024	0	694.40 00028116
7625-40-7625-53220	TITAN MACHINERY INC	Returning	07/30/2024	0	-555.52
			Vendor Subtotal:		138.88
7625-40-7625-53220	CARQUEST OF MUSCATINE	Filter	07/29/2024	0	10.33
			Vendor Subtotal:		10.33
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Test Bushing/Damper	07/29/2024	0	57.08
			Vendor Subtotal:		57.08
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Brake Lines for 612	07/29/2024	0	101.45 00028056
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Brake Lines for 612	07/29/2024	0	0.02
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Seal	07/29/2024	0	36.17
			Vendor Subtotal:		137.64
7625-40-7625-61340	SYN-TECH SYSTEMS	Annual Subscription for Support Fuelmas	07/29/2024	0	550.00 00028107
			Vendor Subtotal:		550.00
7625-40-7625-62530	BLACKHAWK ENVIRONMENTAL TI	Plug 3 Wells by Gas Island	07/29/2024	0	450.00 00028114
			Vendor Subtotal:		450.00
7625-40-7625-62530	SAFETY-KLEEN, INC	Used Oil	07/30/2024	0	206.26
			Vendor Subtotal:		206.26

7625-40-7625-67130	MIDWEST WIRELESS LLC	Install Radio in 262	07/29/2024	0	243.75 00028148
		Vendor Subtotal:			243.75
7625-40-7625-67130	TITAN MACHINERY INC	Charge AC	07/29/2024	0	448.11
		Vendor Subtotal:			448.11
7625-40-7625-67130	TRUCKS UNLIMITED INC	Replace NOX Sensor in 437	07/29/2024	0	1,150.26 00028120
7625-40-7625-67130	TRUCKS UNLIMITED INC	Reprogram Computer on 436	07/30/2024	0	150.00 00028175
		Vendor Subtotal:			1,300.26
7625-40-7625-67130	GARAGE 5SIX3	Alignment #612	07/29/2024	0	97.20
		Vendor Subtotal:			97.20
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Change Tires on #18	07/29/2024	0	377.40 00028146
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #RC14	07/29/2024	0	136.45
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 702	07/30/2024	0	540.00 00028089
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 702	07/30/2024	0	155.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs for 435	07/30/2024	0	101.45 00028140
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for RC15	07/29/2024	0	130.00 00028088
		Vendor Subtotal:			1,440.80
7625-40-7625-67140	EASTERN IOWA TIRE INC	Transfer Trailer Tires	06/30/2024	0	1,609.50 00027644
7625-40-7625-67140	EASTERN IOWA TIRE INC	11R22.5 Steer Tires	07/29/2024	0	1,108.00 00028037
7625-40-7625-67140	EASTERN IOWA TIRE INC	11R22.5 Drive Caps for Stock	07/29/2024	0	943.80 00028037
		Vendor Subtotal:			3,661.30
		Subtotal for FUND: 7625			13,797.48
7940-00-7940-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - C Tomlin	06/30/2024	0	245.18
		Vendor Subtotal:			245.18
7940-00-7940-65210	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	72.33

			Vendor Subtotal:		72.33
7940-00-7940-65240	MUSCATINE POWER & WATER	June - July Machlink	07/30/2024	0	123.98
			Vendor Subtotal:		123.98
			Subtotal for FUND: 7940		441.49
8142-10-8142-65100	QUAD CITY TIMES & MUSC JOURN.RFP Playground		07/30/2024	0	151.60
			Vendor Subtotal:		151.60
			Subtotal for FUND: 8142		151.60
8180-90-8180-61340	NEIGHBORWORKS AMERICA	CounselorMax License Renewal	07/29/2024	0	595.00
			Vendor Subtotal:		595.00
8180-90-8180-68300	EICHELBERGER LAW OFFICE	Down Payment Assiance G Ruiz	07/29/2024	0	2,500.00
			Vendor Subtotal:		2,500.00
			Subtotal for FUND: 8180		3,095.00
8400-05-8400-74100	STIVERS FORD-LINCOLN	Upfit Costs for Three (3) Ford Interceptor	06/30/2024	0	15,407.29 00027758
			Vendor Subtotal:		15,407.29
			Subtotal for FUND: 8400		15,407.29
8711-01-8711-69300	Riverview Hotel Development	TIF Rebate	06/30/2024	0	1,631.21
			Vendor Subtotal:		1,631.21
			Subtotal for FUND: 8711		1,631.21

8801-10-8801-68300	BIG CAT ENERGY	Location #2 Expansion	07/29/2024	0	17,775.00
		Vendor Subtotal:			17,775.00
		Subtotal for FUND: 8801			17,775.00
8802-10-8802-68300	IOWA MEMORIAL GRANITE	Code Loan	07/30/2024	0	10,000.00
		Vendor Subtotal:			10,000.00
		Subtotal for FUND: 8802			10,000.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 7/19/24	07/30/2024	0	3,461.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 7/19/24	07/30/2024	0	117.34
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 7/19/24	07/30/2024	0	4.23
		Vendor Subtotal:			3,582.57
9002-90-9020-41400	IOWA NAHRO	Iowa NAHRO HOTMA training October	07/29/2024	0	175.00 00028073
		Vendor Subtotal:			175.00
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	Phone Allowance 7/19/24	07/30/2024	0	4.50
		Vendor Subtotal:			4.50
9002-90-9020-41904	US CELLULAR	Cell Phones	07/29/2024	0	79.80
		Vendor Subtotal:			79.80
9002-90-9020-41906	NAN MCKAY & ASSOCIATES INC	Policiy Digital Revision Services	07/29/2024	0	159.33
9002-90-9020-41906	NAN MCKAY & ASSOCIATES INC	Policiy Digital Revision Services	07/29/2024	0	79.67
		Vendor Subtotal:			239.00
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 7/19/24	07/30/2024	0	2,971.36
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 7/19/24	07/30/2024	0	1,585.36

9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 7/19/24	07/30/2024	0	11.05
		Vendor Subtotal:			4,567.77
9002-90-9020-44201	MENARDS (MUSC)	Sheeting/Liner/Plier	07/29/2024	0	98.80
9002-90-9020-44201	MENARDS (MUSC)	Paper Towels/Water	07/29/2024	0	75.86
		Vendor Subtotal:			174.66
9002-90-9020-44201	AMAZON.COM	Floor Cleaner	07/29/2024	0	75.05
		Vendor Subtotal:			75.05
9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE'	June Fuel	06/30/2024	0	50.20
		Vendor Subtotal:			50.20
9002-90-9020-44205	MENARDS (MUSC)	Lights	07/30/2024	0	24.99
		Vendor Subtotal:			24.99
9002-90-9020-44205	NELSON ELECTRIC INC	Replace Breaker	07/29/2024	0	100.00
		Vendor Subtotal:			100.00
9002-90-9020-44206	PLUMB SUPPLY COMPANY	Toilet Seat	07/29/2024	0	99.90
		Vendor Subtotal:			99.90
9002-90-9020-44206	AMAZON.COM	Faucet Stem Replacement	07/29/2024	0	83.98
		Vendor Subtotal:			83.98
9002-90-9020-44207	SHERWIN WILLIAMS	Paint	07/29/2024	0	59.73
		Vendor Subtotal:			59.73
9002-90-9020-44301	CITY OF MUSCATINE	August Refuse	08/01/2024	0	182.32

			Vendor Subtotal:		182.32
9002-90-9020-44303	MENARDS (MUSC)	Mattress Cove	07/30/2024	0	47.94
			Vendor Subtotal:		47.94
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 7-18-24 CH 503 Bed Bug Treatmen	07/29/2024	0	412.00 00028078
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 7-18-24 CH 700, 408, 407 Bed Bug	07/29/2024	0	300.00 00028034
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 7-18-24 CH 700, 408, 407 Bed Bug	07/29/2024	0	110.00
			Vendor Subtotal:		822.00
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 309 Paint Walls	07/29/2024	0	500.00 00028017
			Vendor Subtotal:		500.00
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 7/19/24	07/30/2024	0	9.67
			Vendor Subtotal:		9.67
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE	FICA 7/19/24	07/30/2024	0	575.90
			Vendor Subtotal:		575.90
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE	IPERS 7/19/24	07/30/2024	0	769.41
			Vendor Subtotal:		769.41
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE	Health Insurance 7/19/24	07/30/2024	0	5,062.66
			Vendor Subtotal:		5,062.66
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE	Life Insurance 7/19/24	07/30/2024	0	24.23
			Vendor Subtotal:		24.23
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE	Dental Insurance 7/19/24	07/30/2024	0	76.43

			Vendor Subtotal:		76.43
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 7/19/24		07/30/2024	0	29.79
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 7/19/24		07/30/2024	0	8.37
			Vendor Subtotal:		38.16
9002-90-9020-75200	SEIFFERT LUMBER CO	CH 508 Cabinet Replacement: MERILLA	06/30/2024	0	2,467.96 00027701
9002-90-9020-75200	SEIFFERT LUMBER CO	CH 508 Countertop Replacement: Post F	06/30/2024	0	610.00 00027701
9002-90-9020-75200	SEIFFERT LUMBER CO	CH 1001 Cabinet Replacement: MERD..	06/30/2024	0	2,467.96 00027702
9002-90-9020-75200	SEIFFERT LUMBER CO	CH 1001 Countertop Replacement: Post	06/30/2024	0	610.00 00027702
			Vendor Subtotal:		6,155.92
			Subtotal for FUND: 9002		23,581.79
9004-90-9040-44307	SCHUMACHER ELEVATOR COMPANY	HM Emergency Elevator Repair to Safety	06/30/2024	0	853.80 00027886
			Vendor Subtotal:		853.80
			Subtotal for FUND: 9004		853.80
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 7/19/24		07/30/2024	0	2,206.76
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'Admin Part-Time Wages 7/19/24		07/30/2024	0	117.34
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'Admin Longevity 7/19/24		07/30/2024	0	3.90
			Vendor Subtotal:		2,328.00
9006-90-9060-41400	IOWA NAHRO	Iowa NAHRO HOTMA training October	07/29/2024	0	175.00 00028073
			Vendor Subtotal:		175.00
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE'Phone Allowance 7/19/24		07/30/2024	0	3.00
			Vendor Subtotal:		3.00
9006-90-9060-41904	US CELLULAR	Cell Phones	07/29/2024	0	26.59

			Vendor Subtotal:		26.59
9006-90-9060-41909	CITY OF MUSCATINE HOUSING RE'	Uniforms - C Tomlin	06/30/2024	0	245.18
			Vendor Subtotal:		245.18
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 7/7/24	07/29/2024	0	1,233.18
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 7/14/24	07/29/2024	0	1,684.02
			Vendor Subtotal:		2,917.20
9006-90-9060-43700	ALLIANT ENERGY	July Gas - 2708 Apt B	07/29/2024	0	21.43
9006-90-9060-43700	ALLIANT ENERGY	July Gas - 200 Apt D	07/29/2024	0	13.65
9006-90-9060-43700	ALLIANT ENERGY	July Gas - 2804 Apt E	07/29/2024	0	19.38
			Vendor Subtotal:		54.46
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 7/19/24	07/30/2024	0	2,359.84
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 7/19/24	07/30/2024	0	1,469.65
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 7/19/24	07/30/2024	0	18.20
			Vendor Subtotal:		3,847.69
9006-90-9060-44201	MENARDS (MUSC)	Spud Wash/Scour Pad	07/29/2024	0	54.36
			Vendor Subtotal:		54.36
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE'	June Fuel	06/30/2024	0	25.10
			Vendor Subtotal:		25.10
9006-90-9060-44204	MARK A DIERCKS	Duplicate Keys	07/29/2024	0	20.00
			Vendor Subtotal:		20.00
9006-90-9060-44204	MENARDS (MUSC)	SS 35" Blind Stock: Lumino 1" White Li	07/29/2024	0	134.64 00028118

			Vendor Subtotal:		134.64
9006-90-9060-44205	MENARDS (MUSC)	Toggle Switch	07/29/2024	0	29.78
9006-90-9060-44205	MENARDS (MUSC)	Lights	07/30/2024	0	77.94
9006-90-9060-44205	MENARDS (MUSC)	Switch Plate/Toggle Insert/Battery	07/29/2024	0	92.63
9006-90-9060-44205	MENARDS (MUSC)	Bulbs	07/30/2024	0	95.84
			Vendor Subtotal:		296.19
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS 2700A Waterheater Replacement: Na	07/29/2024	0	1,336.00 00027913
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Toilet Tank/Bolt Cover Cap	07/29/2024	0	52.69
			Vendor Subtotal:		1,388.69
9006-90-9060-44206	AMAZON.COM	Faucet Repair Kit	07/29/2024	0	75.96
			Vendor Subtotal:		75.96
9006-90-9060-44301	CITY OF MUSCATINE	August Refuse	08/01/2024	0	320.00
			Vendor Subtotal:		320.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 7/19/24	07/30/2024	0	7.44
			Vendor Subtotal:		7.44
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 7/19/24	07/30/2024	0	446.44
			Vendor Subtotal:		446.44
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 7/19/24	07/30/2024	0	582.97
			Vendor Subtotal:		582.97
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 7/19/24	07/30/2024	0	2,911.96
			Vendor Subtotal:		2,911.96

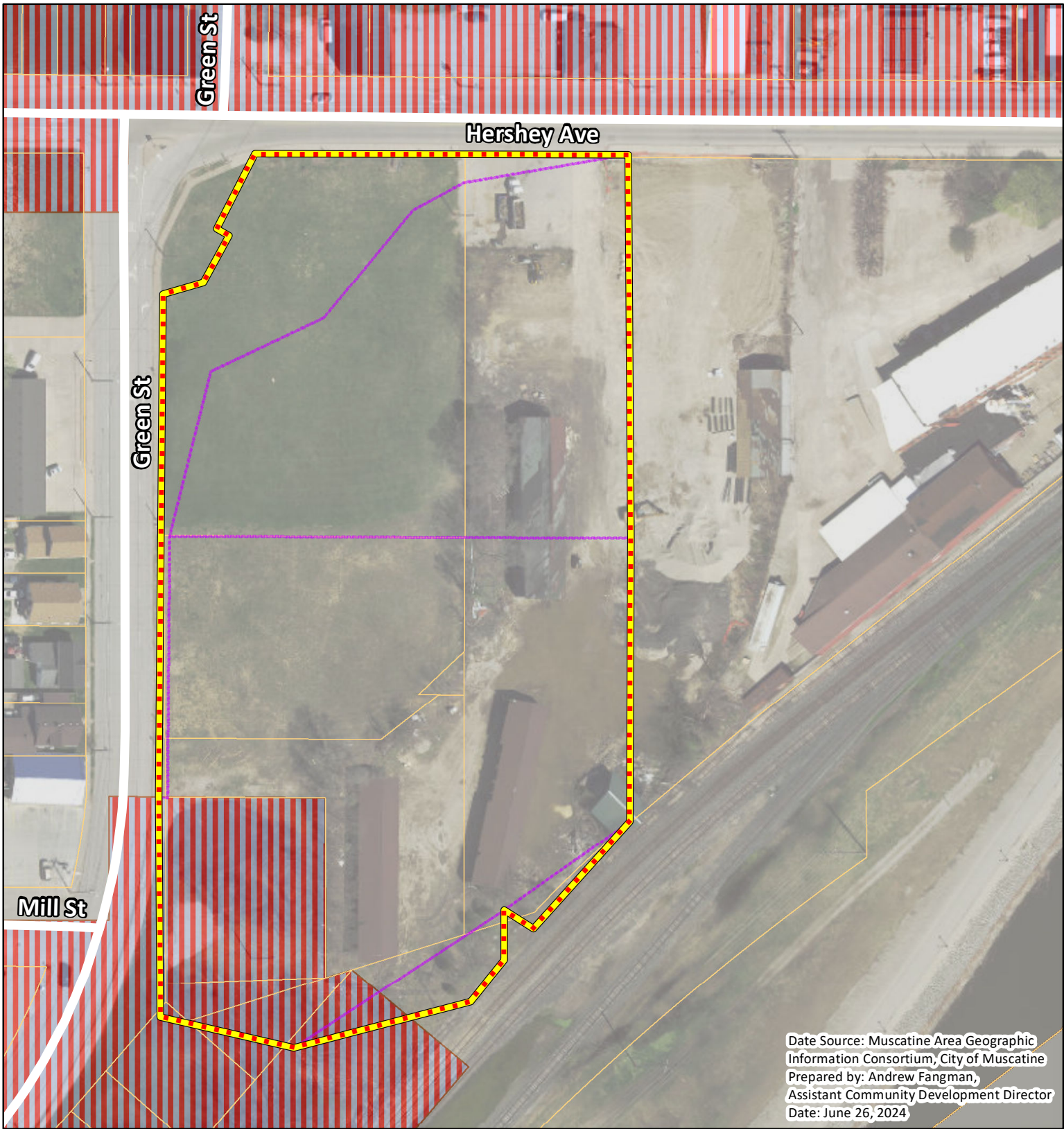
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 7/19/24	07/30/2024	0	16.87
		Vendor Subtotal:			16.87
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 7/19/24	07/30/2024	0	53.51
		Vendor Subtotal:			53.51
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 7/19/24	07/30/2024	0	19.39
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'	LTD BW Insurance 7/19/24	07/30/2024	0	8.37
		Vendor Subtotal:			27.76
		Subtotal for FUND: 9006			15,959.01
9007-00-0000-23530	NICKOLAS FENTRESS	FSS Graduation	07/30/2024	0	1,853.43
		Vendor Subtotal:			1,853.43
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 7/19/24	07/30/2024	0	5,771.53
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 7/19/24	07/30/2024	0	938.71
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 7/19/24	07/30/2024	0	13.33
		Vendor Subtotal:			6,723.57
9007-90-9070-41400	IOWA NAHRO	Iowa NAHRO training 1017 & 10/18 - Di	07/29/2024	0	525.00 00028073
		Vendor Subtotal:			525.00
9007-90-9070-41500	JODI ROYAL-GOODWIN	Reimb Travel 7/10/24 - 7/12/24	07/30/2024	0	447.62
		Vendor Subtotal:			447.62
9007-90-9070-41901	LUPTON & TOYNE PRINTERS	#10 City Logo No Window Envelopes	07/30/2024	0	94.00
		Vendor Subtotal:			94.00

9007-90-9070-41902	ADVANCED BUSINESS SYSTEMS IN	July Copier	07/29/2024	0	13.84
		Vendor Subtotal:			13.84
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE	Mobile Phone Allowance 7/19/24	07/30/2024	0	1.50
		Vendor Subtotal:			1.50
9007-90-9070-41904	MUSCATINE POWER & WATER	July Phones	07/30/2024	0	22.39
		Vendor Subtotal:			22.39
9007-90-9070-44301	CITY OF MUSCATINE	Quarter 4 Inspections	06/30/2024	0	1,820.00
9007-90-9070-44301	CITY OF MUSCATINE	Quarter 4 Re-Inspections	06/30/2024	0	580.00
		Vendor Subtotal:			2,400.00
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE	Uemployment 7/19/24	07/30/2024	0	10.01
		Vendor Subtotal:			10.01
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE	FICA 7/19/24	07/30/2024	0	135.14
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE	FICA 7/19/24	07/30/2024	0	465.76
		Vendor Subtotal:			600.90
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE	IPERS 7/19/24	07/30/2024	0	634.72
		Vendor Subtotal:			634.72
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE	Health Insurance 7/19/24	07/30/2024	0	4,532.01
		Vendor Subtotal:			4,532.01
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE	Life Insurance 7/19/24	07/30/2024	0	21.78
		Vendor Subtotal:			21.78

9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 7/19/24	07/30/2024	0	77.97
	Vendor Subtotal:			77.97
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 7/19/24	07/30/2024	0	32.63
	Vendor Subtotal:			32.63
9007-90-9070-47150	FULTON PLACE LTD PARTNERSHIPNew HAP J Solomon Full July	07/30/2024	0	279.00
	Vendor Subtotal:			279.00
9007-90-9070-47150	RCN LLC New HAP J Phillips 13 of 31 Days July	07/30/2024	0	419.00
9007-90-9070-47150	RCN LLC New HAP N Suttles 20 of 31 Days July	07/30/2024	0	581.00
9007-90-9070-47150	RCN LLC Other J Wetzel 13 of 31 Days July	07/30/2024	0	200.00
	Vendor Subtotal:			1,200.00
9007-90-9070-47150	MICHAEL LAKE New HAP K Tomasson 20 or 31 Days Jul	07/30/2024	0	577.00
	Vendor Subtotal:			577.00
9007-90-9070-47150	JNB FAMILY 1, LP New HAP F Thompson Full July	07/30/2024	0	754.00
	Vendor Subtotal:			754.00
9007-90-9070-47150	CHANDLER POINTE, LIMITED PARTNew HAP J Bass Full July	07/30/2024	0	233.00
	Vendor Subtotal:			233.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 7/19/24	07/30/2024	0	2,034.58
	Vendor Subtotal:			2,034.58
9007-90-9071-41911	PETTY CASH Bus Passes - Fonner/Swinscoe	07/29/2024	0	64.00
	Vendor Subtotal:			64.00

9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 7/19/24	07/30/2024	0	4.06
	Vendor Subtotal:			4.06
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'IPERS 7/19/24	07/30/2024	0	192.06
	Vendor Subtotal:			192.06
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 7/19/24	07/30/2024	0	2,025.06
	Vendor Subtotal:			2,025.06
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 7/19/24	07/30/2024	0	6.69
	Vendor Subtotal:			6.69
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 7/19/24	07/30/2024	0	30.57
	Vendor Subtotal:			30.57
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 7/19/24	07/30/2024	0	11.50
	Vendor Subtotal:			11.50
	Subtotal for FUND: 9007			25,402.89
	Report Total:			1,125,829.64

7/19/2024	PAYROLL CHECKS	AFA FLEX BILLING	5,224.21
7/19/2024	PAYROLL CHECKS	AFLAC	560.98
7/19/2024	PAYROLL CHECKS	AMERICAN FIDELITY	3,256.69
7/19/2024	PAYROLL CHECKS	CITY OF MUSCATINE	33,593.86
7/19/2024	PAYROLL CHECKS	CLERK OF COURT	70.00
7/19/2024	PAYROLL CHECKS	STATE OF IL	198.40
7/19/2024	PAYROLL CHECKS	UNITED WAY	93.00
7/19/2024	PAYROLL CHECKS	ATTN: REVENUE ADMIN	1,662.49
7/19/2024	PAYROLL CHECKS	ALLSTATE	14.94
7/19/2024	ACH PAYROLL	MISSION SQUARE ICMA RETIRE	11,750.22
7/19/2024	ACH PAYROLL	MISSION SQUARE ICMA RC	1,754.53
7/19/2024	ACH PAYROLL	MUNICIPAL FIRE & POLICE	84,114.93
7/19/2024	ACH PAYROLL	NATIONWIDE	6,542.00
7/26/2024	SPECIAL CKS	PAETZ, SHIRLEY	144.63
7/30/2020	SPECIAL CKS	ALLISON & KREITNER	2,500.00
7/30/2020	SPECIAL CKS	EICHELBERGER LAW	2,500.00



-  Area Proposed for Rezoning to C-2
-  Proposed Lot Lines - Carver Corner Subdivision
-  Existing Parcels

Zoning Districts

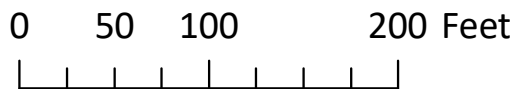
Current Zoning Districts

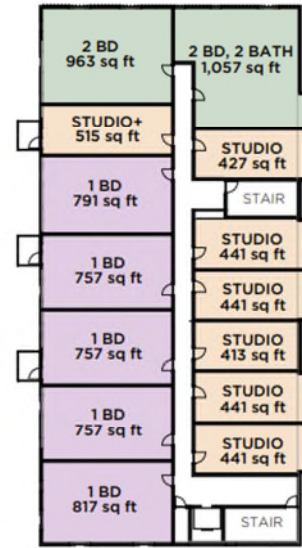
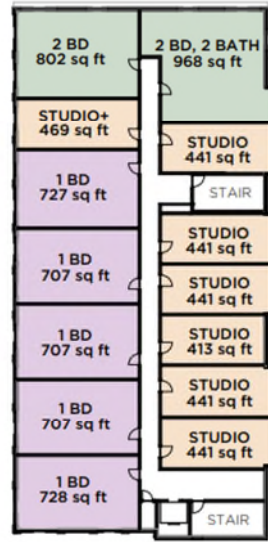
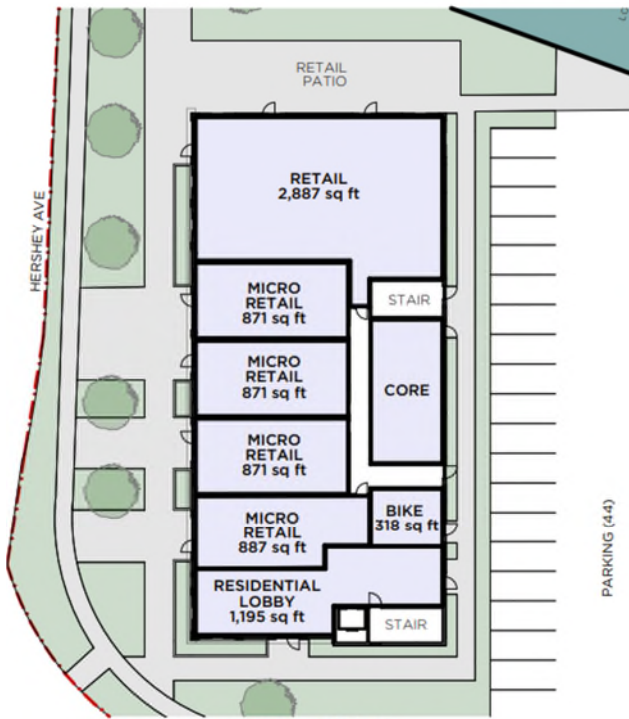
-  C-1 Neighborhood & General Commercial
-  M-1 Light Industrial

MUSCATINE

Carver Corner

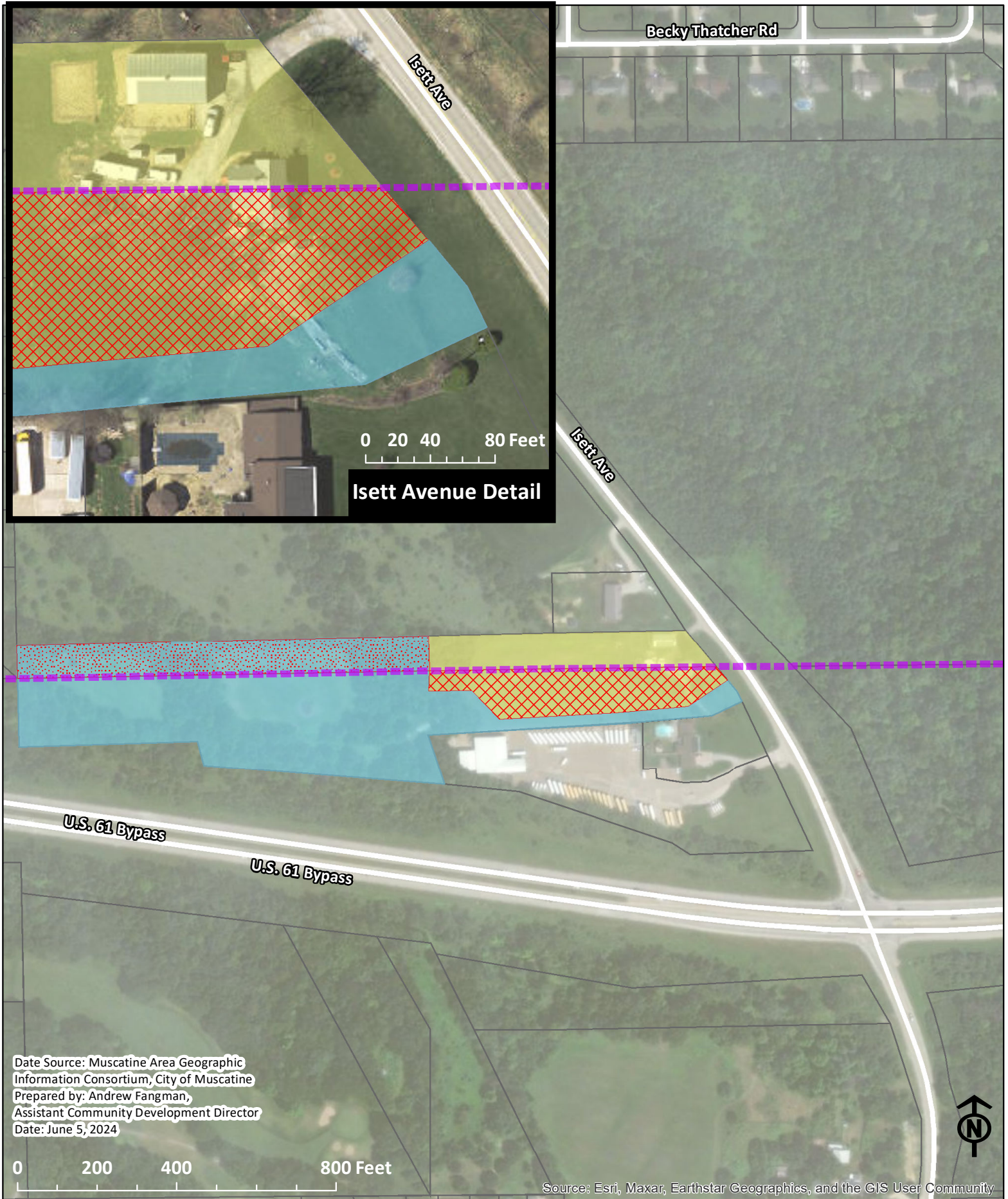
Rezoning





Conceptual Plan and Rendering of Proposed Initial Building





Date Source: Muscatine Area Geographic Information Consortium, City of Muscatine
 Prepared by: Andrew Fangman,
 Assistant Community Development Director
 Date: June 5, 2024

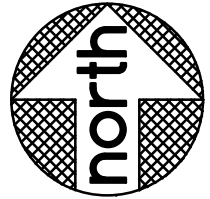


Niemann Acres Subdivision

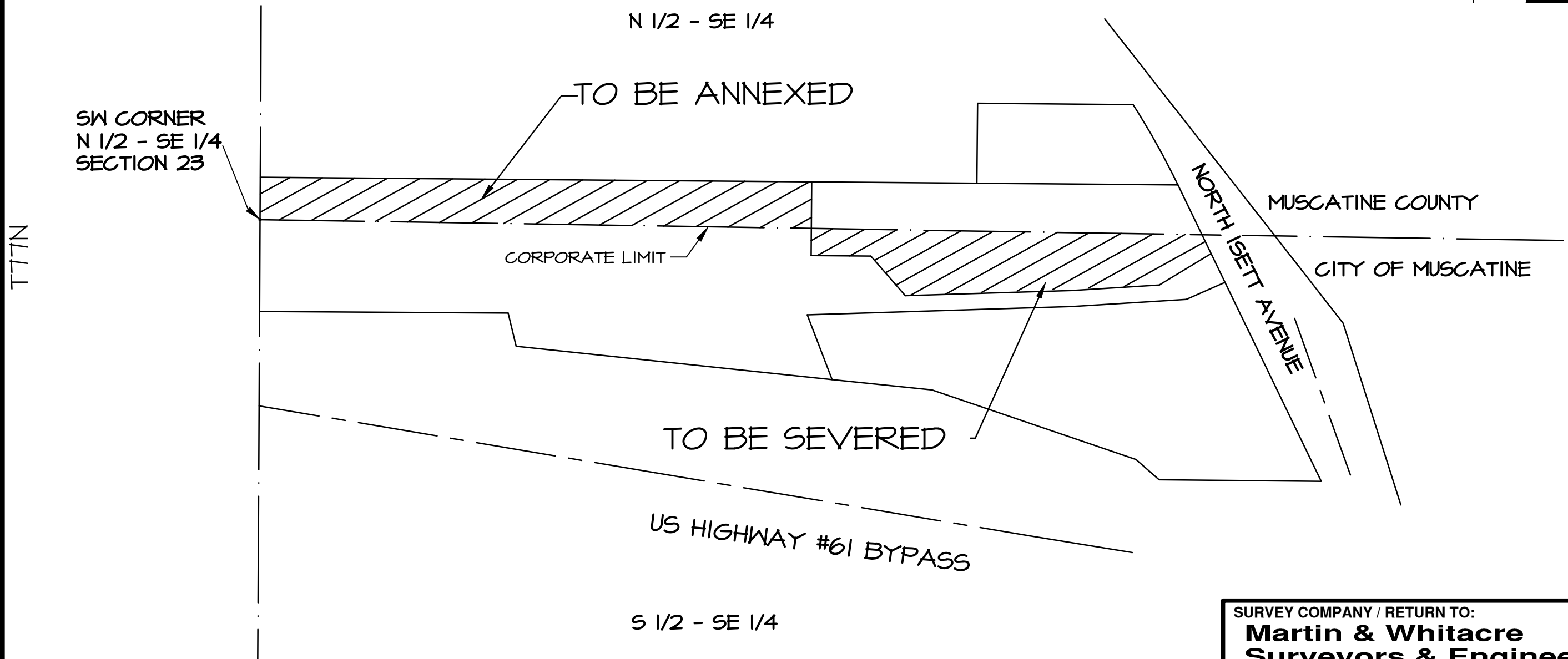
- Proposed Lot 1
- Proposed Lot 2
- Parcels
- Area Being Proposed for Severance from City
- Area Being Proposed for Annexation to City
- Current City Limits

R2W

ANNEXATION / SEVERANCE EXHIBIT



200 0 200



SURVEY COMPANY / RETURN TO:						
Martin & Whitacre						
Surveyors & Engineers, Inc.						
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761						
INFO@MARTIN-WHITACRE.COM (563)263-7691						
SURVEYOR: GARY W. WHITACRE						
PROPRIETOR(S): ANGELA K. NIEMANN						
REQUESTOR: ANGELA NIEMANN						
LOCATION: 2720 ISETT AVENUE						
SURVEY TYPE: ANNEXATION / SEVERANCE EXHIBIT						
FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
SCANNED	T77N	1"=200'	EJA	GWN	5/23/24	9062.24
REV.	0					
9062 NIEMAN.DWG				SHEET 1 OF 1		



Fangman, Andrew <afangman@muscatineiowa.gov>

Niemann Acres Subdivision, annexation and severance

2 messages

Angela Niemann <opalfiend7@yahoo.com>

Tue, Jun 25, 2024 at 11:42 PM

To: Andrew Fangman <afangman@muscatineiowa.gov>

Cc: Gary Whitacre <gwhitacre@martin-whitacre.com>, Steve Kundel <steve@kundellaw.com>

Andrew,

I would like to proceed with the annexation and severance plans for the Niemann Acres Subdivision. Here is the exhibit and legal descriptions prepared by Martin & Whitacre Surveyors & Engineers, Inc.

I will follow up with you by phone call on 6/26/24 to see if there is anything else you need in order to prepare this for approval at the next Muscatine City Council meeting. Thank you as always for your assistance on this project.

Sincerely,

Angela Niemann
2720 N. Isett Ave
Muscatine, IA 52761
(309) 912-4549

4 attachments

 **9062 5-23EA EXHIBIT ANNEX SEVERE.pdf**
75K

 **9062_CITY ANNEX.docx**
17K

 **9062_CITY SEVERANCE.docx**
18K

 **NiemannMagic-1.pdf**
748K

Fangman, Andrew <afangman@muscatineiowa.gov>

Wed, Jun 26, 2024 at 4:08 PM

To: Angela Niemann <opalfiend7@yahoo.com>

Thanks, this is what I was looking for.

Council will finalize the annexation and severance at their August 1st meeting. Filing of the subdivision with the recorder can happen before this.

Attached is the letter to the Reinier sent to the P&Z.

Andrew

[Quoted text hidden]

--

Andrew Fangman
Assistant Community Development Director
City of Muscatine
563.262.4141



City of Muscatine Mail - Reinier letter about proposed Niemann Acres.pdf
123K



City of Muscatine

ITEM NUMBER 2024-0334

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Cinda Hilger, Deputy City Clerk
Carol Webb, City Administrator

SUBJECT

First Reading of an Ordinance Adopting the Code of Ordinances of the City of Muscatine, Iowa and Repealing the Code in Effect Prior to September 5, 2024.

EXECUTIVE SUMMARY

Presented for City Councils Consideration is the First Reading of an Ordinance Adopting the Code of Ordinances of the City of Muscatine, Iowa and Repealing the Code in Effect Prior to September 5, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the Code of Ordinances

BACKGROUND/DISCUSSION

The City of Muscatine has revised the Code of Ordinances to correct typographical errors, formatting errors, omission errors and technical errors and has moved to an online version of the Municipal Code. This Ordinance would make the online version the "Official Version" of the City Code, effective as of the third and final reading on September 5, 2024.

CITY FINANCIAL IMPACT

There are no financial impacts from this item.

ATTACHMENTS

1. Recodification Ordinance 2024

ORDINANCE NO. 2024-0334

**AN ORDINANCE ADOPTING THE “CODE OF ORDINANCES OF THE CITY
CODE OF MUSCATINE, IOWA” AND REPEALING THE CODE IN EFFECT
PRIOR TO SEPTEMBER 5, 2024**

WHEREAS, the City of Muscatine, Iowa proposes to adopt a revised code of ordinances containing existing ordinances of the City of Muscatine, Iowa of a general and permanent nature and certain ordinances, with amendments to certain of those ordinances to correct typographical errors, formatting errors, omission errors, and technical errors, said revised code of ordinances to be known as the Municipal Code of the City of Muscatine Iowa, 2024; and

WHEREAS, those amendments to errors in certain ordinances include those found specifically in Titles 1-6, 1-13, 6-1,6-13, 7, 8-1, 8-3, 9-5, 10-6, 10-10, 10-19, 10-22, 10-24, 10-26, 10-27, 10-30, 10-31, 10-32, 11-3, 13-6, 15-3, 15-4, 15-8, 16-2, 16-4, Appendices C and D.

Be it ordained by the Council of the City of Muscatine, Iowa, that:

SECTION 1. ADOPTION, Pursuant to published notice in accordance with Iowa Code §362.3 and following a public hearing held on August 1, 2024 hereon, the City Council does hereby adopt the Municipal Code of the City of Muscatine, Iowa, 2024, pursuant to Iowa Code §380.8(2)(b). The said Code and all ordinances to said Code hereafter adopted by the City Council pursuant to Iowa Code §380.8(2)(b) shall collectively be known as “The Municipal Code of the City of Muscatine, Iowa, 2024” and also as the “Muscatine City Code, 2024” for the purposes of prosecution in the courts.

SECTION 2. OFFICIAL COPY. An official copy bearing the signature of the Mayor and certificate of the City Clerk as to its adoption and publication is on file at the office of the City Clerk, together with standard codes adopted by reference in this Code.

SECTION 3. PUBLIC COPIES. A copy of these titles of this Code shall be available on the City’s official website for public inspection and at no cost to the public.

SECTION 4. TITLE AND SCOPE. The revised Municipal Code of the City of Muscatine, 2024, shall be treated and considered as an update to the original ordinances which shall supersede all other general ordinances in those titles passed by the City Council prior to the fifth day of September 2024, except as are expressly saved from repeal herein.

SECTION 5. AMENDMENTS. All general ordinances of the City Council passed hereafter shall be in the form of an addition or amendment to the City Code of Muscatine, Iowa, and shall include proper references to title, chapter and section to maintain the orderly codification of ordinances.

SECTION 6. REPEALER AND SAVING CLAUSE. All ordinances or parts hereof adopted before the fifth day of September 2024 are hereby repealed. However, such repeal shall not affect any act done, any right accrued, accruing, or established, the tenure or emoluments of office of any person holding office at the time these ordinances take effect, or any forfeiture or penalty heretofore incurred under or by virtue of any prior existing ordinance, nor any prosecution, suit, or proceeding pending at the time of such repeal.

SECTION 7. EFFECTIVE DATE. The revised Municipal Code of the City of Muscatine, Iowa, 2024, shall be in full force and effect from and after passage and approval and publication of this ordinance, as provided by law.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2024.

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

Attest

Brad Bark, Mayor

City Clerk

First Reading: August 1, 2024
Second Reading:
Third Reading:
Publication:



City of Muscatine

ITEM NUMBER 2024-0335

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

First Reading of an Ordinance Amending the Zoning Ordinance of the City Of Muscatine, Iowa (Southeast Corner of Hershey Avenue and Green Street)

EXECUTIVE SUMMARY

Presented for Council consideration is an ordinance to rezone from M-1 Light Industrial and C-1 Neighborhood & General Commercial to C-2 Central Commercial, 5.6 acres of City-owned property located at the southeast corner of the intersection Hershey Avenue and Green Street.

STAFF RECOMMENDATION

Staff recommends Council adopt the ordinance as presented

BACKGROUND/DISCUSSION

Carver Corner is a 5.6-acre site of city-owned land located at the confluence of Hershey Avenue, Green Street, and the Mississippi River. Throughout Muscatine's history, this area has served various industrial purposes. However, by the early 21st century, these industries had relocated to other parts of the city.

Recognizing the redevelopment potential of this prime riverfront property, situated at the intersection of the Mississippi Drive Corridor and the Grandview Avenue Corridor, the City embarked on a multi-year effort. This effort involved acquiring the parcels that make up Carver Corner and clearing the derelict industrial structures to prepare the site for a new chapter that benefits the community. The City's vision for Carver Corner aligns with the over \$100 million in public and private projects revitalizing the area. This comprehensive effort aims to enhance Muscatine's quality of life.

Recognizing its redevelopment potential, the City issued a Request for Proposals (RFP) in 2019. Merge Urban Development Group submitted a proposal, but the City Council initially didn't choose them as a preferred developer. However, the Council reconsidered the proposal in October 2019. While Merge initially declined to work with the City, discussions resumed in 2021. Following an in-depth session in February 2022, the City Council requested an updated

proposal from Merge. In April 2022 the City Council received and came to a consensus to proceed with an updated proposal from Merge.

Merge's updated proposal includes a five-story, 56-unit mixed-use building with studios, one-bedroom, and two-bedroom units. The ground floor will offer a residential lobby, bike storage, and approximately 6,000 square feet of retail space. The project's total initial investment is \$9 million and will offer market-rate rentals. Additional similar mixed-use building are proposed for Lot 1 at a later date. Lot 2 will house the initial mixed-use building.

To facilitate the proposed redevelopment, the City of Muscatine has submitted a rezoning request and subdivision plat. These actions will modify the zoning designation and property lines to accommodate the project.

Currently, this site is within two zoning districts: M-1 Light Industrial and C-1 Neighborhood & General Commercial. However, neither zoning district allows for the proposed redevelopment. Therefore, the City proposes to rezone the area to C-2 Central Commercial, a district that would accommodate the project.

Staff will present the rezoning for Council approval to allow for the development proposed by Merge at Carver Corner,, but before Council can consider the recommendation a public hearing on the proposal must be held.

This proposal meets several City goals including:

- Increases new residential development on vacant lots in portions of the City already served by public infrastructure.
- Revitalizes a blighted area and promotes the remediation and reuse of an existing site.
- Provides 56 units of quality, workforce housing within the community in order to adequately serve the housing needs of all ages and employment groups in the City and to meet City housing goals.
- Enhances and improves the vitality of the Mississippi Drive and Grandview Avenue Corridors
- Creates a quality place where people want to work, live, and play.
- Supports the provision of a full range of housing types to meet the needs of a demographically diverse population.
- Leverages City-owned land to support housing goals
- Provides long-term economic benefit and increased property tax revenue
- Fulfills City Councils 2022 Goal to “evaluate the redevelopment of Carver Corner” and “aggressively pursue productive use of vacant, abandoned, and city-owned surplus property”.

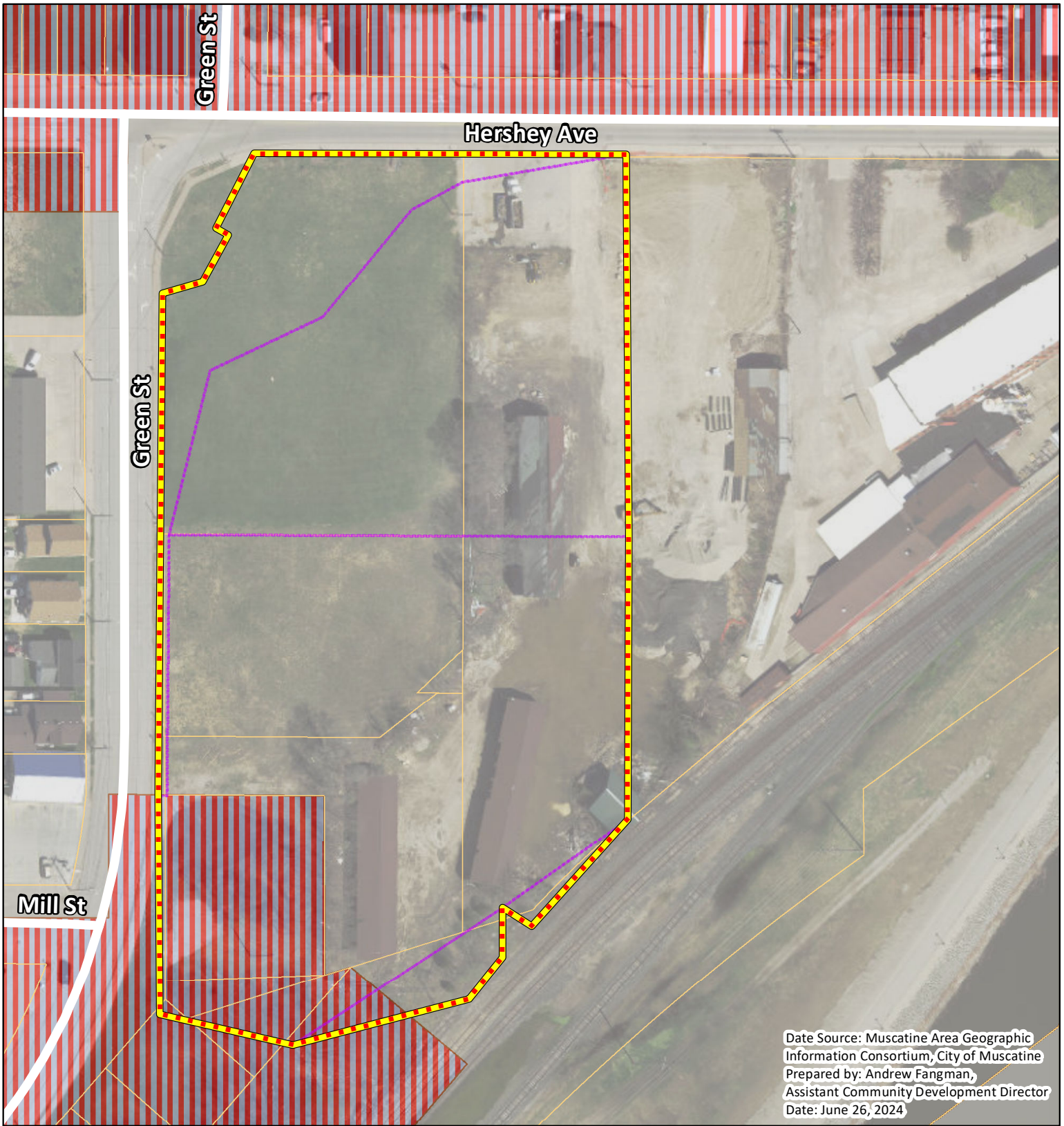
On July 9, 2024 the Planning and Zoning Commission voted 7-0 to recommend approval of this rezoning.

CITY FINANCIAL IMPACT

The proposed redevelopment will have a positive financial impact on the City budget.

ATTACHMENTS

1. Map
2. Conceptual Plan and Rendering of Proposed Initial Building
3. Rezoning Ordinance



-  Area Proposed for Rezoning to C-2
-  Proposed Lot Lines - Carver Corner Subdivision
-  Existing Parcels

Zoning Districts

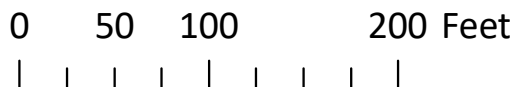
Current Zoning Districts

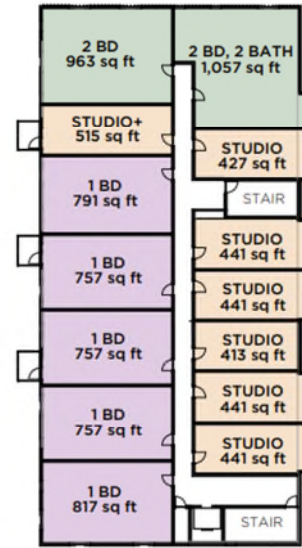
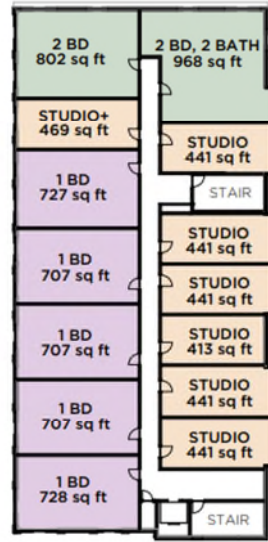
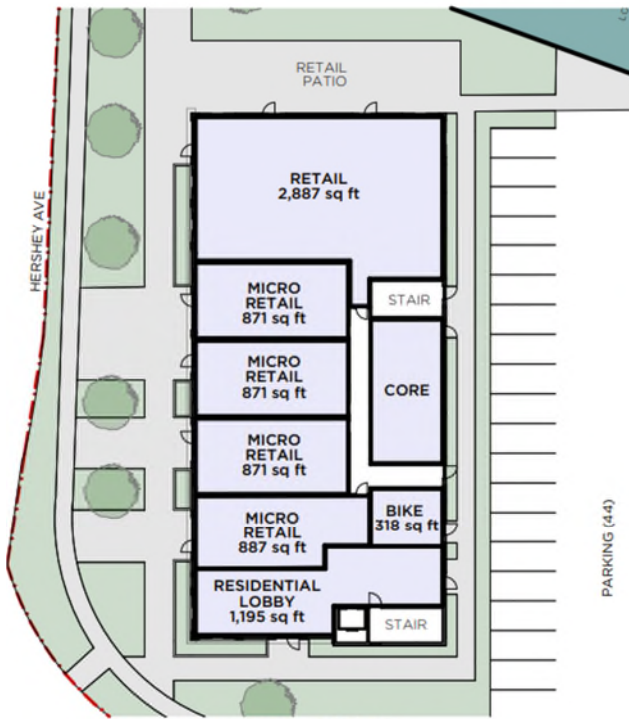
-  C-1 Neighborhood & General Commercial
-  M-1 Light Industrial

MUSCATINE

Carver Corner

Rezoning





Conceptual Plan and Rendering of Proposed Initial Building



ORDINANCE NO. 2024-0335

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF MUSCATINE, IOWA (SOUTHEAST CORNER OF
HERSHEY AVENUE AND GREEN STREET)**

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:

(PARCEL ID=13-02-159-002 INSTR#425-568) THE NORTH 290 FEET OF OUTLOT TWO (2) IN THE SUBDIVISION OF SECTIONS TWO (2) AND THREE (3) IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWO (2) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA, AND ALSO;

(PARCEL ID=13-02-159-005 INSTR#201701951) COMMENCING AT A POINT ON THE EASTERLY LINE OF LOT 2, OTHERWISE KNOWN AS OUTLOT 2 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN MUSCATINE COUNTY, IOWA, 290 FEET FROM THE SOUTHERLY LINE OF HERSHEY AVENUE IN SAID CITY; THENCE WESTERLY AND PARALLEL TO SAID SOUTHERLY LINE OF HERSHEY AVENUE TO THE PRESENT EASTERLY LINE OF GREEN STREET IN SAID CITY; THENCE IN A SOUTHERLY DIRECTION ALONG THE PRESENT EASTERLY LINE OF GREEN STREET IN SAID CITY A DISTANCE OF 120 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERLY LINE OF HERSHEY AVENUE IN SAID CITY TO A POINT ON THE EASTERLY LINE OF SAID LOT 2, 120 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2, 120 FEET TO THE POINT OF BEGINNING, AND ALSO;

(PARCEL ID=13-02-159-012 INSTR#2016-05677) A PART OF LOT TWO (2), OTHERWISE KNOWN AS OUTLOT TWO (2) IN THE SUBDIVISION OF SECTIONS TWO (2) AND THREE (3) IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWO (2) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID LOT TWO (2), 290 FEET FROM THE SOUTHERLY LINE OF HERSHEY AVENUE IN SAID CITY; THENCE WESTERLY AND PARALLEL TO SAID SOUTHERLY LINE OF HERSHEY AVENUE TO THE PRESENT EASTERLY LINE OF GREEN STREET IN SAID CITY; THENCE IN A SOUTHERLY DIRECTION ALONG THE SAID PRESENT EASTERLY LINE OF GREEN STREET, A DISTANCE OF 335 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY AND PARALLEL TO SAID SOUTHERLY LINE OF HERSHEY AVENUE, A DISTANCE OF 128 FEET; THENCE NORTHERLY AND PARALLEL TO SAID PRESENT

EASTERLY LINE OF GREEN STREET, A DISTANCE OF 145 FEET; THENCE WESTERLY AND PARALLEL TO SAID SOUTHERLY LINE OF HERSHEY AVENUE, A DISTANCE OF 128 FEET TO SAID PRESENT EASTERLY LINE OF GREEN STREET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID PRESENT EASTERLY LINE OF GREEN STREET, A DISTANCE OF 145 FEET TO THE TRUE POINT OF BEGINNING, AND ALSO;

(PARCEL ID=13-02-159-009 INSTR#207-785; PARCEL ID=13-02-159-011 INSTR#2016-06136; PARCEL ID=13-02-159-015 INSTR#2016-06136; AND PARCEL ID=13-02-305-001) PORTIONS OF OUTLOTS 1 AND 2, IN THE SUBDIVISION OF SECTIONS 2 AND 3, IN TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, AND A PORTION OF THE MUSCATINE SLOUGH, IN SAID SECTION, ALL IN THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRANDVIEW AVENUE WITH THE EASTERLY LINE OF GREEN STREET; THENCE NORTH 02°17'59" WEST (ASSUMED BEARING) 26.07 FEET ALONG THE EAST LINE OF GREEN STREET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN BOOK 186 OF LOTS, AT PAGE 128; THENCE NORTH 87°14'28" EAST 128.22 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 02°22'55" WEST 145.03 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 87°13'39" WEST 127.99 FEET ALONG THE NORTH LINE OF SAID TRACT TO THE EAST LINE OF GREEN STREET; THENCE NORTH 02°17'59" WEST 36.45 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN BOOK 207 OF LOTS, AT PAGE 787; THENCE NORTH 87°13'45" EAST 166.2 FEET ALONG THE SOUTH LINE OF SAID TRACT TO A CORNER POST; THENCE NORTH 49°19'46" EAST 82.4 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TO THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN BOOK 207 OF LOTS, AT PAGE 785, TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID OUT LOT 1; THENCE NORTH 02°34'00" WEST 393.37 FEET ON THE WESTERLY LINE AND EXTENSION OF SAID WESTERLY LINE TO THE NORTHWEST CORNER OF SAID OUT LOT 1, SAID POINT BEING ON THE SOUTHERLY LINE OF HERSHEY AVENUE; THENCE NORTH 87°47'00" EAST 250.00 FEET ALONG THE SOUTHERLY LINE OF HERSHEY AVENUE; THENCE SOUTH 02°37'00" EAST 283.97 FEET TO THE ORIGINAL NORTHERLY MEANDER LINE OF THE MUSCATINE SLOUGH; THENCE SOUTH 04°52'12" EAST 9.5 FEET; THENCE SOUTH 80°29'33" WEST 18.1 FEET; THENCE SOUTH 18°11'52" WEST 117.4 FEET; THENCE SOUTH 28°34'00" WEST 109.7 FEET; THENCE SOUTH 42°51'38" WEST 119.2 FEET; THENCE NORTH 69°08'00" WEST 25.2 FEET; THENCE SOUTH 02°48'22" EAST 37.0 FEET TO THE NORTHERLY RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 46°54'25" EAST A DISTANCE OF 2480.1 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'46" AN ARC DISTANCE OF 38.79

FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID OUT LOT 1; THENCE SOUTH 71°57'36" WEST 138.42 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 78°41'53" WEST 101.71 FEET TO THE POINT OF BEGINNING, CONTAINING 3.58 ACRES, MORE OR LESS, EXCEPT PARCEL "R" PER PLAT OF SURVEY RECORDED AS DOCUMENT NO. 2020-07014 AND EXCEPT PARCEL "S" PER PLAT OF SURVEY RECORDED AS DOCUMENT NO. 2022-01292, ALL REFERENCES BEING TO THE RECORDS IN THE OFFICE OF THE MUSCATINE COUNTY RECORDER, AND ALSO LOT 3, IN BLOCK 11, OF SOUTH MUSCATINE, AN ADDITION TO THE CITY OF MUSCATINE, IN MUSCATINE COUNTY, IOWA, EXCEPT THE SOUTHWESTERLY 60 FEET THEREOF.

Said real estate shall be rezoned from M-1 Light Industrial and C-1 Neighborhood & General Commercial to C-2 Central Commercial.

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 day of , 2024.

CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

Attest:

By _____
Dr. Brad Bark, Mayor

Carol Webb, City Clerk

1st Reading 8-1-2024

2nd Reading _____

3rd Reading _____

Publication _____



City of Muscatine

ITEM NUMBER 2024-0317

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Steve Snider, Assistant Police Chief

SUBJECT

First Reading of an Ordinance Amending Title 7, Chapter 5 of City Code Relating to Automatic Traffic Enforcement

EXECUTIVE SUMMARY

The recommended changes to Title 7, chapter 5 of the city code are necessary to bring the city code into compliance with the new state law, Iowa Code 321P.

STAFF RECOMMENDATION

Staff recommends adopting these changes

BACKGROUND/DISCUSSION

On May 17th, 2024, the Honorable Governor Kim Reynolds signed a bill regulating Automated Traffic Enforcement into law. The bill set new limits on fine amounts, additional penalties, and signage requirements. The changes being recommended to Title 7, chapter 5 will bring the city code of Muscatine into compliance with the new state law, Iowa Code 321P.

CITY FINANCIAL IMPACT

None

ATTACHMENTS

1. Ord_2024-0317 (13)

**CITY OF MUSCATINE
ORDINANCE 2024-0317**

**ORDINANCE AMENDING TITLE 7, CHAPTER 5 OF CITY CODE RELATING
TO AUTOMATIC TRAFFIC ENFORCEMENT**

WHEREAS, the City currently utilizes fixed and mobile Automated Traffic Enforcement ("ATE") equipment, and

WHEREAS, on May 17, 2024, File 2681, relating to Automated Traffic Enforcement, was signed into law by the Honorable Governor Kim Reynolds, with new regulations governing ATE Systems, and

WHEREAS, The City of Muscatine wishes to adapt its ATE Ordinance to comply with the updated law, and

WHEREAS, an amended code has been developed to address regulatory processes for the Automated Traffic Enforcement in the City of Muscatine

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

SECTION 1: **AMENDMENT** “7-5-3 Offense” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-5-3 Offense

- A. If a vehicle is detected crossing a marked stop line or the intersection a system location when the traffic signal for that vehicle's direction is emitting a steady red light or arrow, the Vehicle Owner shall be subject to a fine as scheduled below in Section 7-5-5 of this Code of Ordinances.
- B. If a vehicle is detected travelling at a speed above the posted limit, the Vehicle Owner shall be subject to a fine as scheduled in Section 7-5-5 of this Code of Ordinances. ^v
- C. The citation will in no event be sent or reported to the Iowa Department of Transportation or similar department of any state for the purposes of being added to the vehicle owner’s driving record.

SECTION 2: **AMENDMENT** “7-5-5 Penalty And Appeal” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-5-5 Penalty And Appeal

- A. If the Recipient of an Automated Traffic Citation admits and pays the citation, such person shall be subject to the penalties as set forth below.
1. Any violation of Subsection 7-5-3 (A) shall be punishable by a civil penalty of one hundred dollars (\$100).
 2. Any violation of Subsection 7-5-3(B) shall be punishable by a civil fine as listed in the table below.

Speed Over Limit	Civil Fine
1 through 10 mph	\$0
11 through 20 mph	\$75
21 through 25 mph	\$100
26 through 30 mph	\$250
Over 30 mph	\$500

Mobile ATE Penalties in Road Work Zones.

Speed Over Limit	Civil Fine
1 through 10 mph	\$0
11 through 20 mph	\$150
21 through 25 mph	\$200
26 through 30 mph	\$500
Over 30 mph	\$1000

- B. Upon payment of the above penalty to the City Clerk or his designee within thirty days of issuance of the citation, the recipient of the citation shall not be further prosecuted or assessed any costs or other expenses for such violation, and the City shall retain all penalties collected pursuant to this action.
- C. Where an automated traffic citation charged upon a simple notice of violation pursuant to this section is not admitted and paid by the person charged within thirty days of

issuance of the notice of violation, the City may file a civil municipal infraction citation, which shall be served and filed with the courts in the manner prescribed by the applicable provisions of this Code. In the event that a municipal infraction citation is filed, additional fees may apply such as court costs, service costs, and filing fees, as may be permitted by law.

- D. A recipient of an automated traffic citation may contact the issuing officer and ask for in-person review of the citation, the facts surrounding the issuance of the citation and to present any extenuating circumstances that pertain to that violation. Based on this review the issuing officer may sustain or void the citation.

SECTION 3: AMENDMENT “7-5-2 Definitions” of the Muscatine
Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-5-2 Definitions

- A. "Automated Traffic Enforcement System." An electronic system consisting of photographic, video or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic control device or mobile unit, as calibrated by Police Department employees or their agents, to automatically produce photographs, video or digital images of each vehicle that violates a standard traffic control device or speed restriction. The mobile speed enforcement unit is considered exempt from Title 7, Chapter 12, Section 3. ^{iii iv}
- B. "Vehicle Owner." The person or entity identified by the Iowa Department of Transportation, or registered with any other state vehicle registration office, as the registered owner of a vehicle. However, if the vehicle is leased or rented, "owner" means the person to whom the vehicle is leased or rented, not the person to whom the certificate of title for the vehicle has been issued or assigned or to whom the manufacturer's or importer's certificate of origin for the vehicle has been delivered or assigned. For purposes of this section, "leased" or "rented" means the transfer of the possession or right to possession of a vehicle to a lessee for a valuable consideration for a continuous period pursuant to a written agreement.

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 2024-0299

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Second Reading of an Ordinance Amending Title 10, Chapter 3, Section 1, of City Code, Establishing a Law Enforcement Training Facility And Range as a Permissive Use in Specific Locations Within the Agricultural Zoning District

EXECUTIVE SUMMARY

An amendment to City Code that is necessary to allow for the development of a law enforcement training facility and range at the Muscatine Municipal Airport

STAFF RECOMMENDATION

Approval

BACKGROUND/DISCUSSION

The Muscatine Police Department and Muscatine County Sheriff's Office are proposing to collaboratively develop a joint law enforcement training facility and range at the Muscatine Municipal Airport.

The City of Muscatine and Muscatine County have agreed to a partnership with a 50/50 cost-sharing agreement. This facility will provide a dedicated space for officers to conduct a variety of training exercises, including:

- Firearms Training & Qualifications
- MSORT Training
- Defensive Tactics Training
- ASP Training
- Conduct training in Muscatine County at minimal cost as a host agency

The proposed shooting range will accommodate handguns using .40 and 9mm caliber rounds, and rifles using .308 and .223 calibers. It will feature two 220-foot handgun bays and a separate 370-foot rifle bay. Each bay will be enclosed on three sides by 20-foot-high berms, exceeding

recommended heights to ensure safe projectile containment within the range. To minimize the risk of ricochet, the berms will have a 1:1 slope design. Additionally, they will be 10 feet thick at the top, exceeding the recommended minimum design standard. Construction will utilize only virgin fill free of debris to further eliminate ricochet hazards. These design specifications meet or exceed NRA Range Source Book criteria and comply with Iowa state qualification distances.

Within the proposed range site will be a 60' x 60' training building. It will be utilized for the classroom portion of firearms instruction as well as several other police department and sheriff's office in-service training needs. It will be equipped with bathrooms and running water.

It is anticipated that the range will be in use 3 to 5 times a month. This may be more during months when department qualifications are necessary. The training facility will be utilized anytime the range is live and several times a year for classroom training.

The Muscatine Police Department closed its original range location in early 2022. Since that time, Department personnel have been traveling to the West Liberty gun range to conduct training. MSORT training, which is conducted 1 to 2 times a month, is also traveling the 40-mile round trip for training. Since the West Liberty Gun Club is a public range, only minimal equipment can be stored there, the rest is required to be transported to and from. The police department and sheriff's office are in desperate need of a secure range and training facility to serve both agencies.

The proposed location for this facility is at the Muscatine Municipal Airport, south of Runway 12/30, roughly 3,000 feet northwest of the terminal building. Access would be through an extension to existing internal airport access roads.

The proposed shooting range and training facility have been evaluated for compatibility with airport operations. Both the Federal Aviation Administration (FAA) and the Muscatine Airport Advisory Commission have reviewed the project's proposed location on the airport property and determined it would not adversely impact airport operations.

Situated behind the airport fence, the proposed location was acquired to function as a protective buffer zone for the runways. Currently, the site is not used for any active airport operations, and there are no plans for future development related to airport operations at this location. The proposed shooting range would leverage an underutilized City property. Currently leased for agricultural purposes, this land can be repurposed to serve a critical function. By establishing a shooting range here, the City can take advantage of the area's continued role as a protective buffer zone for the airport runways, while simultaneously fulfilling a vital training need for law enforcement personnel.

The proposed location at the Muscatine Municipal Airport offers several advantages that make it an ideal location for a law enforcement shooting range. The proposed location offers the necessary isolation for safe range operations while remaining conveniently accessible for law

enforcement personnel. The Public Safety Building is approximately a 15-minute drive away.

Substantial distance between the shooting range and residences and other non-agricultural and non-airport uses, minimizes potential noise disruptions for the surrounding community. The substantial distance also contributes to overall safety in the extremely unlikely event of a stray round or ricochet.

One of the most common concerns surrounding shooting ranges is noise complaints from nearby residents. According to NRA range design guidelines, these complaints typically originate from people living within a half-mile radius of the facility. The proposed shooting range location offers a significant advantage in this regard. There are:

- No residences or structures within a half-mile radius of the firing line.
- The nearest dwelling is located nearly two-thirds of a mile (3,387 feet) to the north.
- Only six homes within a three-quarter mile radius, and 17 homes within a one-mile radius.

The proposed shooting range site benefits from existing land uses that are inherently compatible with range operations. Additionally, the location offers greater assurance of continued land use compatibility in the future compared to any other potential site within Muscatine County.

Slightly more than half of the area within a half-mile radius of the proposed range lies behind the airport fence. Surrounding areas beyond the airport property are subject to long-standing land use restrictions specifically designed for areas situated near airport runways. These restrictions help ensure compatibility with continued aviation operations by limiting development.

Aircraft near runway ends pose potential safety risks (accidents) and noise disturbances for people on the ground due to takeoffs and landings. Similarly, a shooting range can create noise and safety concerns for nearby areas.

However, existing land use restrictions designed to mitigate the impact of airport runways can also effectively address potential disruptions from the shooting range. The proposed location leverages these existing restrictions, minimizing the need for additional measures to ensure compatibility with surrounding areas.

The firing line would be oriented towards the Muscatine Slough. The bank of the slough is approximately 1,500 feet beyond the backstop berm. Furthermore, the presence of the slough and its associated floodplain significantly reduces the likelihood of future development occurring immediately downrange of the proposed site. The regulatory floodplain in this area stretches about 3,000 feet wide. Though the proposed range site is located well outside the floodplain.

Stringent land-use regulations adopted by both the City and Muscatine County severely restrict development within the floodplain. These regulations are in place to ensure property owners throughout the city and county can access flood insurance through the National Flood Insurance Program (NFIP), the primary flood insurance option available. Participation in the NFIP requires local communities to enact regulations that limit new development in regulatory floodplains. Therefore, the regulatory floodplain located downrange of the proposed shooting range is highly unlikely to see any development in the foreseeable future.

Shooting ranges are not established as permissive or conditional use in any zoning district, as such construction of the proposed law enforcement training facility and range at the Muscatine Municipal Airport will require an amendment to the Zoning Ordinance (Title 10 of City Code). The proposed amendment would accomplish this by adding the following as a permissive use in the AG zoning district (Section 10-12-1(O))

"Law enforcement training facilities that include a shooting range, provided that such a facility is located at the Muscatine Municipal Airport, and is only open to use by law enforcement personnel"

On June 11, the Planning and Zoning Commission unanimously recommended approval of the proposed amendment for the law enforcement training facility and range. At the public hearing, a non-adjoining property owner expressed a desire for the range to be open to the public. The Commission also conducted an onsite viewing of the proposed site on June 4, which several nearby property owners attended. These property owners inquired about the proposal but voiced no opposition.

Iowa Code Section 657.9(1) requires approval of shooting range locations by the Planning and Zoning Commission. The Commission voted 5 to 0 to give such an approval at its June 11 meeting.

All property owners within a half-mile radius of the proposed range were notified of and invited to both the site visit and the Planning & Zoning Commission hearing. This extended notification radius, 200' is the normal practice, was considered prudent due to the potential wider impact of a shooting range compared to other developments.

CITY FINANCIAL IMPACT

No direct impact from zoning ordinance amendment.

ATTACHMENTS

1. Pictures of Proposed Location
2. Map of Proposed Location
3. Ordinance Allowing for Law Enforcement Training Facilities and Ranges in Specific Locations Within the AG Zoning District (1)



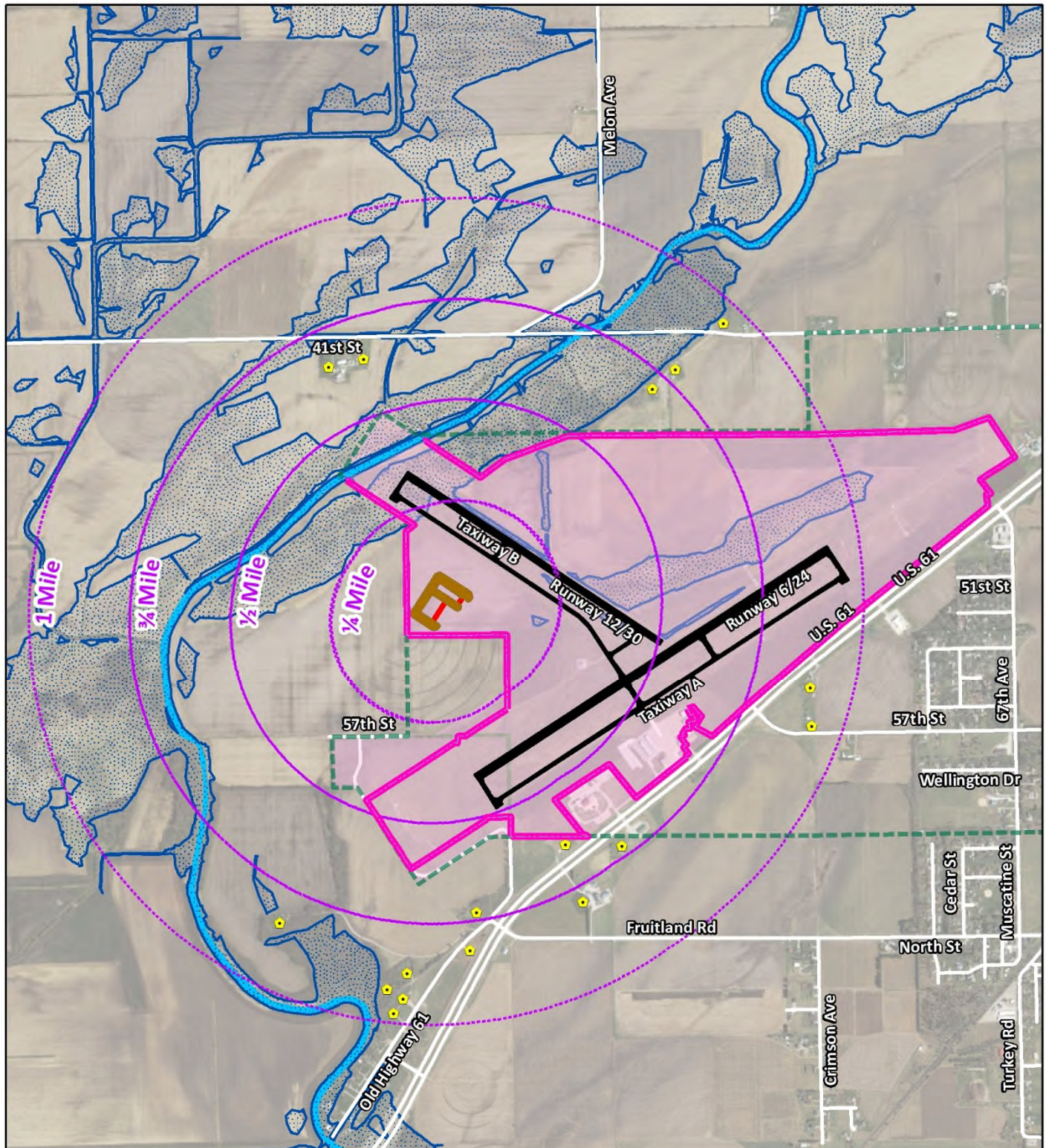
Looking Northwest from Approximate Proposed Location of Firing Line



Looking North Along Airport Property Line Near the Proposed Range Site

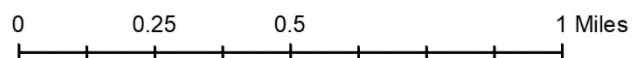


Looking West Along Airport Property Line Near the Proposed Range Site



Legend

- | | | |
|--------------------|-------------------------------------|--------------------|
| Airport Fence | Quarter Mile Rings From Firing Line | Runways & Taxiways |
| 20 Feet High Berms | Homes Within 1 Mile | City Owned Parcels |
| Firing Line | Floodplain | |
| City Limits | | |



ORDINANCE NO. 2024-0299

AN ORDINANCE AMENDING SECTION 1, CHAPTER 3, TITLE 10 OF CITY CODE ESTABLISHING A LAW ENFORCEMENT TRAINING FACILITY AND RANGE AS A PERMISSIVE USE IN SPECIFIC LOCATIONS WITHIN THE AGRICULTURAL ZONING DISTRICT

WHEREAS, The Muscatine Police Department and Muscatine County Sheriff's Office are proposing to collaboratively developed a joint law enforcement training facility and range at the Muscatine Municipal Airport;

WHEREAS, This facility will provide a dedicated space for law enforcement officers to conduct a variety of training exercises, including firearms training and qualifications, MSORT training, and defensive tactics training. The proposed facility would not be open to the public and would be utilized only by law enforcement personnel. Access would be through an existing airport gate and extensions to existing internal airport access roads;

WHEREAS, Within the proposed range site will be a 60' x 60' training building facility. It will be utilized for the classroom portion of firearms instruction as well as several other police department and sheriff's office in-service training needs;

WHEREAS, The proposed shooting range will accommodate both handguns and rifles. It will feature two 220-foot handgun bays and a separate 370-foot rifle bay. Each bay will be enclosed on three sides by 20-foot-high berms that are 10 feet thick at the top;

WHEREAS, Shooting ranges are not established as permissive or conditional use in an zoning district, as such construction of the proposed law enforcement training facility and range at the Muscatine Municipal Airport will require an amendment to the Zoning Ordinance (Title 10 of City Code);

WHEREAS, the Planning and Zoning Commission on June 11, 2024 voted to recommend approval this proposed amendment to the AG zoning district; and

WHEREAS, a public hearing, on July 18, 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, IOWA:

SECTION 1. The following text is here by added as Subsection O, Section 1, Chapter 3, of Title 10 of City Code:

"Law enforcement training facilities that include a shooting range, provided that such a facility is located at the Muscatine Municipal Airport, and is only open to use by law enforcement personnel"

SECTION 2. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

SECTION 4. This ordinance shall be in effect from and after the passage and approval and publication of this ordinance, as provided by law

PASSED, APPROVED AND ADOPTED this 18th day of July, 2024.

Attest

Carol Webb
City Clerk

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

First Reading: 7/18/24
Second Reading:
Third Reading:
Publication:

Brad Bark, Mayor



City of Muscatine

ITEM NUMBER 2024-0349

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Richard Klimes, Parks and Recreation Director
Jeff Limburg, Athletic Facilities Supervisor
Kevin Coon, City Engineer
Andrew Fangman, Assistant Community Development Director
Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT

Resolution Awarding The Contract For The Muscatine Indoor Sports Complex To Merit Construction Company In The Amount Of \$6,954,600.00.

EXECUTIVE SUMMARY

Resolution Awarding The Contract For The Muscatine Indoor Sports Complex To Merit Construction Company In The Amount Of \$6,954,600.00.

STAFF RECOMMENDATION

Staff recommends adopting the Resolution Awarding a Contract to Merit Construction Company in the amount of \$6,954,600.00, for the Muscatine Indoor Sports Complex.

BACKGROUND/DISCUSSION

The City of Muscatine staff, the community design team and the engineering firm of ISG have developed the plans and specifications for the Muscatine Indoor Sports Complex Project. On June 20, 2024, the Muscatine City Council adopted the resolution approving the plans, specifications, form of contract, cost estimate and setting the bid opening date. The proposed new complex will be located at the Muscatine Soccer West site directly across from the Muscatine Soccer Complex. The project will include the construction of an indoor, temperature-controlled, multi-use facility that will consist of a synthetic turf field, an inflatable year-round dome structure, with restrooms and a concession area on site. The facility will be able to host regulation football, soccer, softball, baseball, pickleball, volleyball and general group gatherings and events. It is anticipated that substantial project completion will take place in the Winter/Spring 2025 time frame.

CITY FINANCIAL IMPACT

The bids for the Muscatine Indoor Sports Complex were received on Tuesday, July 23, 2024, with eight general contractors submitting bids. The bid tab and the letter of recommendation from ISG, who is the project engineering firm of record, are attached for review. The apparent low bidder is Merit Construction Company with a bid of \$6,954,600. The bid does include Alternate #1, which will allow for regulation volleyball to be played in the facility. The total project cost (including engineering, etc.) is estimated at \$7,232,000.

The original funding sources for the project were as follows: 1-State of Iowa \$1,000,000, 2-Muscatine County \$400,000, private donations \$2,000,000, 5-City of Muscatine bonding \$700,000 plus \$466,900 bond premium, 6- City of Muscatine \$434,800 balance in CAT grant fund, 7-HNI Trust \$400,000. These total to \$5,401,700.

Funding for the remaining \$1,830,300 is proposed to be from the following:

\$ 300,000	Additional Private Donation
210,000	Additional Bonding in 2026 Bond Issue
956,800	ARPA - original estimate of funds available
180,000	Additional ARPA (available due to not proceeding with Devitt sidewalk)
115,500	Additional ARPA (interest and changes in other projects/project costs)
<u>68,000</u>	Available Funds from Sale of Property (Hershey/Houser)
\$1,830,300	

ATTACHMENTS

1. 29721 Muscatine Indoor Sports Complex Bid Tab
2. Resolution Awarding Contract for Indoor Sports Complex Project
3. 29721 Letter of Recommendation

Bid Tabulation

Muscatine Indoor Sports Complex

Muscatine, IA

Project Number: 23-29721

Bid Letting Time & Date: 2:00 p.m. - Tuesday, July 23, 2024

Bid Letting Location: 215 Sycamore St. Muscatine Iowa - Council Chambers

Contractor	Base Bid	Add Alt. #1	Total	Bid Bond	Bidder Status Form	Add. #1	Add. #2	Add. #3	Add. #4	Acknowledged All Qualifications to Bid
Merit Construction Company	\$6,689,300.00	\$265,300.00	\$6,954,600.00	x	x	x	x	x	x	x
Bill Bruce Builders, Inc.	\$7,197,000.00	\$280,000.00	\$7,477,000.00	x	x	x	x	x	x	x
Russell Construction Co., Inc.	\$7,345,000.00	\$270,000.00	\$7,615,000.00	x	x	x	x	x	x	x
City Construction (City Construction Newco, LLC)	\$7,355,200.00	\$250,000.00	\$7,605,200.00	x	x	x	x	x	x	x
Swanson Construction Co.	\$7,430,000.00	\$289,000.00	\$7,719,000.00	x	x	x	x	x	x	x
Knutson Construction Services Midwest, Inc.	\$7,715,000.00	\$267,000.00	\$7,982,000.00	x	x	x	x	x	x	x
Valley Construction Co.	\$8,200,000.00	\$72,600.00	\$8,272,600.00	x	x	x	x	x	x	x
Myers Construction Inc.	\$7,093,644.00	\$230,396.00	\$7,324,040.00	x	x	x	x	x	x	x
			\$0.00							

RESOLUTION 2024-0349

RESOLUTION AWARDING CONTRACT FOR
MUSCATINE INDOOR SPORTS COMPLEX PROJECT.

WHEREAS, the City Council of the City of Muscatine, Iowa, has approved the design, plans, specifications, and form of contract for the Muscatine Indoor Sports Complex Project; and

WHEREAS, the City Council released the plans and specifications to the public on
June 20, 2024; and

WHEREAS, the City Council established a bid opening date for the Muscatine Indoor Sports Complex Project for July 23, 2024 at 2:05 p.m. in the City Council Chambers; and

WHEREAS, said bids have been opened by the City Clerk and evaluated for compliance with proposal instructions; and

WHEREAS, it is now necessary for the City Council to accept the most qualified bid and authorize the Mayor and City Clerk to enter into a contract for the
Muscatine Indoor Sports Complex Project,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA, that the City accept the bid submitted by Merit Construction Company for the Muscatine Indoor Sports Complex Project, as specified and designed, in the amount of \$6,954,600.00.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute a contract with Merit Construction Company for construction of the same.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine on this,
1st day of August, 2024.

BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

Letter of Recommendation



JULY 30, 2024

Richard Klimes
Director of Parks and Recreation
City of Muscatine
215 Sycamore St.
Muscatine, IA 52761
rklimes@muscatineiowa.gov

RE: Official Letter of Recommendation for the Muscatine Indoor Sports Complex

Richard,

On July 23, 2024, Bids were received for the Muscatine Indoor Sports Complex. A total of eight bids were received ranging from 6,689,300.00 to 8,200,000.00.

Additionally, eight bids for alternate 1 were received ranging from \$72,600.00 to \$289,000.00.

The apparent low bidder is Merit Construction Company, with a base bid and accepted alternate one price of 6,954,600.00. We have confirmed that Merit Construction Company's bid is complete and thorough. Therefore, we recommend approval of Merit Construction Company's bid.

Additionally, ISG recognizes the importance of budget on this project and recommends the below items for potential cost savings.

- Earthwork – potential for The City to provide some or all of the “dirt borrow”
- Synthetic Turf – constructability, timing and supplier considerations
- Entry Canopy – reduction of entry canopy design
- Coordination with selected GC to identify further possibilities

Sincerely,

A handwritten signature in black ink, reading "Lauren Corrow". The signature is fluid and cursive, with the first name "Lauren" and last name "Corrow" clearly distinguishable.

Lauren Corrow
Assistant Project Manager
Lauren.Corrow@ISGInc.com



City of Muscatine

ITEM NUMBER 2024-0328

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

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

SUBJECT

Request to Approve the Issuance of a Purchase Order in the amount of \$60,602.68 to Ostrom Painting & Sandblasting, Inc. for the 2024 Reflectorized Traffic Markings Contract

EXECUTIVE SUMMARY

Request to Approve the Issuance of a Purchase Order in the amount of \$60,602.68 to Ostrom Painting & Sandblasting, Inc. for the 2024 Reflectorized Traffic Markings Contract

STAFF RECOMMENDATION

Staff recommends Council approve the bid from Ostrom Painting & Sandblasting, Inc. and issue a purchase order for the amount of \$60,602.68

BACKGROUND/DISCUSSION

Each year, Public Works sends bid requests for paint striping on streets, arrows, and railroad crossings. The contract covers yellow solid and skip dash centerlines, white lane lines, railroad crossings, left, right, and straight arrows, and white solid edge lines. There were two bids submitted this year. The low, responsible bid was received from Ostrom Painting & Sandblasting, Inc. out of Rock Island, Illinois for the amount of \$60,602.68. I recommend we accept the bid price from Ostrom Painting & Sandblasting, Inc., in the amount of \$60,602.68, for this year's paint striping contract. The budgeted amount for this is \$68,000.00.

CITY FINANCIAL IMPACT

Funding for this project was approved from the Traffic Control Budget, Road Use Tax Fund, by the City Council during the 2024/2025 Budget Meetings.

ATTACHMENTS

1. Bid Tab by Supplier - Lines Summary

Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Ostrom Painting & Sandblasting, Inc		ProLine Striping Inc.	
							Total Price	\$60,602.68	Total Price	\$65,413.16
							Unit	Extended	Unit	Extended
1	Yellow Skipdash Centerlines			28878	LF		<u>\$0.11</u>	\$3,176.58	\$0.12	\$3,465.36
2	Double Yellow Solid Lines			1E+05	LF		<u>\$0.11</u>	\$14,954.72	\$0.12	\$16,314.24
3	Yellow No Passing Lines			59535	LF		<u>\$0.11</u>	\$6,548.85	\$0.12	\$7,144.20
4	Yellow Hash Marks			3654	LF		<u>\$0.11</u>	\$401.94	\$0.12	\$438.48
5	Yellow Single Lines			558	LF		<u>\$0.11</u>	\$61.38	\$0.12	\$66.96
6	White Skipdash Lane Lines			2911	LF		<u>\$0.11</u>	\$320.21	\$0.12	\$349.32
7	White Solid Lane Lines			10704	LF		<u>\$0.11</u>	\$1,177.44	\$0.12	\$1,284.48
8	White Solid Edge Lines			1E+05	LF		<u>\$0.11</u>	\$11,997.92	\$0.12	\$13,088.64
9	White Hash Marks			244	LF		<u>\$0.11</u>	\$26.84	\$0.12	\$29.28
10	White Island Curbing			144	LF		<u>\$0.40</u>	\$57.60	\$0.55	\$79.20
11	Railroad Crossings			33	EA		<u>\$80.00</u>	\$2,640.00	\$90.00	\$2,970.00
12	Straight Arrows			49	EA		<u>\$34.00</u>	\$1,666.00	\$39.00	\$1,911.00
13	Left Arrows			294	EA		<u>\$38.00</u>	\$11,172.00	\$39.00	\$11,466.00
14	Right Arrows			74	EA		<u>\$38.00</u>	\$2,812.00	\$39.00	\$2,886.00
15	Straight/Left Arrows			34	EA		<u>\$42.00</u>	\$1,428.00	\$45.00	\$1,530.00
16	Straight/Right Arrows			34	EA		<u>\$42.00</u>	\$1,428.00	\$45.00	\$1,530.00
17	ONLY (Word)			17	EA		<u>\$43.00</u>	\$731.00	\$50.00	\$850.00
18	Paint Removal (as required)			1	LF		<u>\$2.20</u>	\$2.20	\$10.00	\$10.00



City of Muscatine

ITEM NUMBER 2024-0297

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Gary Ronzheimer, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to Stryker Medical, in the Amount of \$160,031.04 for five Powerload Cot Systems.

EXECUTIVE SUMMARY

The Fire Department, under ambulance operations, requested the purchase of five Stryker Powerload Cot Systems which were approved in Ambulance Capital Outlay for FY24/25. Approved in budget for \$174,000 and the quote came in for \$160,031.04.

STAFF RECOMMENDATION

Staff Recommends approval

BACKGROUND/DISCUSSION

These cots were approved in capital outlay for fiscal year 24/25. The Stryker Powerload Cot system can only be purchased from Stryker medical, which does not allow for a second quote. These cots specifically fit our ambulances and the current power load system that is configured in each ambulance. We are requesting five as we were forced to purchase one last fiscal year due to not being able to be repaired. These will be cycled to be replaced in 8–10 years from replacement per manufacturers instructions.

CITY FINANCIAL IMPACT

Approved in ambulance operations capital outlay for FY 24/25 for \$174,000. It came in under budget at the amount of \$13,968.96 due to the trade-in of older cots for parts.

ATTACHMENTS

1. Muscatine Fire PowerPRO 2 Quote



Quick Quote 7/8/2024 8:30 PM

Quote Number:10950253

Version:1

Prepared For:MUSCATINE FIRE DEPT

Attn:

Quote Date:07/08/2024

Expiration Date:10/07/2024

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Ryan From

Email:ryan.from@stryker.com

Phone Number:(319) 331-9111

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MUSCATINE FIRE DEPT	Name:	MUSCATINE FIRE DEPT	Name:	MUSCATINE FIRE DEPT
Account #:	20007847	Account #:	20007847	Account #:	20007847
Address:	312 E 5TH ST	Address:	312 E 5TH ST	Address:	
	MUSCATINE		MUSCATINE		
	Iowa 52761		Iowa 52761		

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	5	\$33,553.24	\$167,766.20
2.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	2	\$794.25	\$1,588.50
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	2	\$702.45	\$1,404.90
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	2	\$26.25	\$52.50
Equipment Total:						\$170,812.10

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	5	-\$2,600.00	-\$13,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,218.94
Grand Total:	\$160,031.04



Quick Quote 7/8/2024 8:30 PM

Quote Number:	10950253	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Ryan From
Prepared For:	MUSCATINE FIRE DEPT	Email:	ryan.from@stryker.com
Attn:		Phone Number:	(319) 331-9111
Quote Date:	07/08/2024		
Expiration Date:	10/07/2024		

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



City of Muscatine

ITEM NUMBER 2024-0329

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Gary Ronzheimer, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to Stryker Medical for the Purchase of Four Expedition Stair Chairs in the Amount of \$63,088.44.

EXECUTIVE SUMMARY

Presented for City Council's Consideration is a request to approve the issuance of a purchase order in the amount of \$63,088.44 to Stryker Medical for the purchase of four expedition stair chairs for the Ambulance Division of the Fire Department. This is an approved capital outlay purchase in the ambulance operations budget.

STAFF RECOMMENDATION

Staff recommends approve of this request

BACKGROUND/DISCUSSION

These new stair chairs are powered by a battery and are able to be used by one personnel to move patients up and down stairs. Our current stair chairs are manual and often require multiple personnel to be used to move patients. Currently, these items are outdated and are in need of replacement. Our older stair chairs once replaced will be placed as evacuation chairs in the Clark House on five different floors. Stryker medical is the only company that makes the Expedition stair chair, which is the same size and shape and style of our chairs being replaced. The batteries are interchangeable with both the Stryker cot and chairs. Purchasing the same brand and model allows us to fit the chair on our ambulances without having to make alterations to ambulance compartments, which would be another cost beyond what is budgeted for. We currently have one other battery-operated stair chair, so we are not looking to replace all five.

CITY FINANCIAL IMPACT

This purchase was approved in the Ambulance Operations capital outlay for \$64,800. The actual cost is \$63,088.44. This purchase will be \$1,711.56 under budget.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0237

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Request to Accept a Grant from DOT, in the amount of \$314,956.00, for the Fulliam Avenue and Houser Street Mini Roundabout.

EXECUTIVE SUMMARY

Request to approve a TSIP grant funding in the amount of \$314,956.00 for the construction of the Houser and Fulliam Mini Roundabout Project.

STAFF RECOMMENDATION

To Discuss

BACKGROUND/DISCUSSION

The intersection of Houser Street and Fulliam Avenue has been a point of traffic congestion within the city. A prohibited left turn sign on Fulliam has been in place to try to mitigate traffic backups with minimal success. In February 2019, a grant agreement for a mini-roundabout was brought forward to the council and approved. In March 2019, that approval was rescinded by council. The grant being brought forward is a reapplication of the same grant from 2019. The city engineer has had discussions with three of the four homeowners at the intersection. Two of the homeowners that were spoken to, and the homeowner that could not be reached, would have minimal change to the right-of-way in front of their respective properties. The homeowner at 1610 Houser would have significant impact to their private property and would require construction easement and a reconfiguration of their garage and driveway. The current driveway for 1610 is very close to the intersection and would be in the roundabout. The current plan set shows the garage door being moved from the front to the rear of the house and a driveway being built through the property's backyard in order to gain access to Fulliam. This solution is the safest solution. However, it is invasive and the homeowner of 1610 is against these impacts on their property. An agreement or action of some sort would need to be reached with the property owner of 1610 in order to move forward with the project. Of the other two homeowners spoken to, one was in favor of the roundabout and the other was "50/50" stating that they could see both the benefits and drawbacks.

CITY FINANCIAL IMPACT

Project to be funded by the TSIP grant as well as Road Use Tax if needed.

ATTACHMENTS

1. Grant Agreement
2. 1610 Houser Driveway

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
 (Site-Specific Improvement)

County	<u>Muscatine</u>
Recipient	<u>Muscatine</u>
Project No.	<u>CS-TSF-5330(633)--85-70</u>
Iowa DOT	
Agreement No.	<u>2025-TS-011</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Muscatine, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2024-26 on December 12, 2023.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Eastern Region Local Systems Field Engineer. The Recipient's contact person shall be the City Engineer, Kevin Coon.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Muscatine:

Construction of a roundabout at the intersection of West Fulliam Avenue and North Houser Street. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

Review of the roundabout design by an Iowa DOT on-call consultant.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of Commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: \$314,956

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.

- c. If a letting is required, the project shall be let to contract before July 1, 2026, but no earlier than July 1, 2024. If a letting is not required, project activities shall be initiated prior to July 1, 2026. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Federal Swap funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
 - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010.
 - iii. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with

performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2024.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of

notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
- b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Non-Federal-aid Project Development Guide (Non-Federal-aid Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Non-Federal-aid Guide and I.M.s in effect at the time project activities are conducted.
- f. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- g. This agreement is not assignable without the prior written consent of the DOT.
- h. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- i. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-TS-011 as of the date shown opposite its signature below.

City of Muscatine, Iowa:

By: _____ Date _____, 20____.

Title: _____

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the City was duly
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on
the _____ day of _____, 20____.

Signed _____ Date _____, 20____.
City Clerk of Muscatine, Iowa

Iowa Department of Transportation:

By: _____ Date _____, 20____.

Dave Lorenzen
Director,
Systems Operations Division

EXHIBIT A-1
[Project Location]

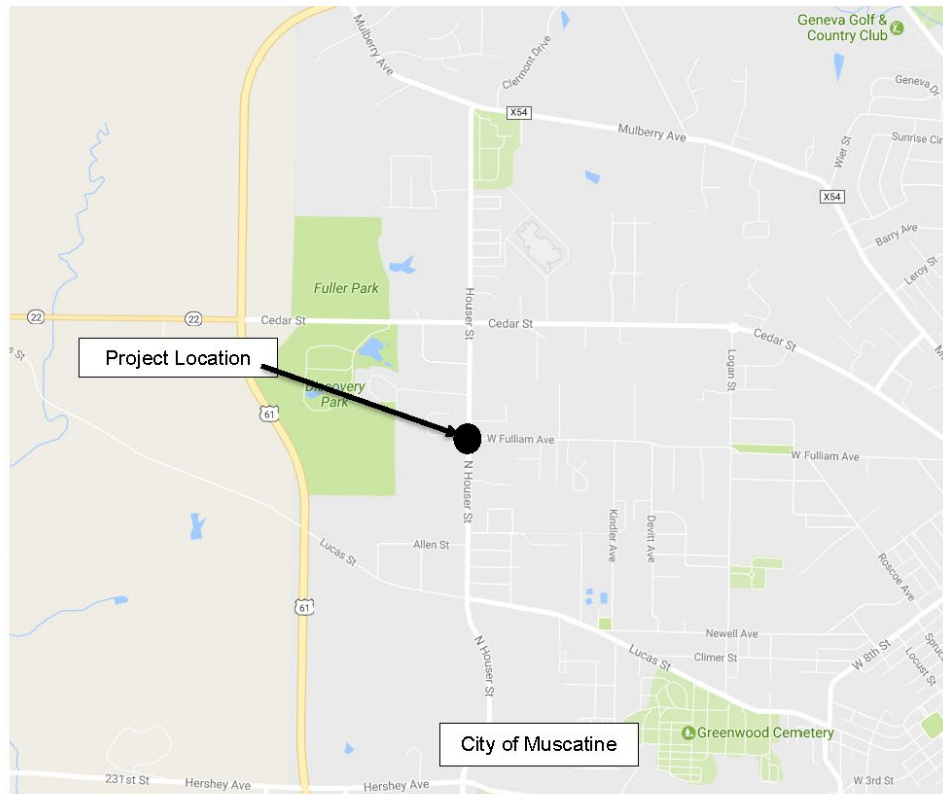


EXHIBIT A-2
[Estimated Project Cost]

Muscatine Houser Street and Fulliam Avenue Mini-Roundabout Opinion of Probable Construction Costs Quantities - Revised 02/21/2023						
ITEM NO.	ITEM CODE	ITEM	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	2010-C	CLEARING AND GRUBBING	LS	\$ 6,000.00	1	\$ 6,000.00
2	2010-D-3	TOPSOIL OFF-SITE	CY	\$ 30.00	283	\$ 8,490.00
3	2010-E	EXCAVATION, CLASS 10	CY	\$ 15.00	510	\$ 7,650.00
4	2010-F	BELOW GRADE EXCAVATION (CORE OUT)	SY	\$ 60.00	150	\$ 9,000.00
5	2010-G	SUBGRADE PREPARATION	SY	\$ 3.00	1687	\$ 5,061.00
6	2010-H	SUBGRADE TREATMENT, ENGINEERING FABRIC	SY	\$ 3.50	1687	\$ 5,904.50
7	2010-I	SUBBASE, 6", MODIFIED	SY	\$ 14.00	1687	\$ 23,618.00
8	2010-M	STABILIZATION ROCK	TON	\$ 25.00	50	\$ 1,250.00
9	4020-C	REMOVAL OF STORM SEWER, RCP	LF	\$ 30.00	10	\$ 300.00
10	4040-A	SUBDRAIN, 6"	LF	\$ 22.00	370.5	\$ 8,151.00
11	4040-C	SUBDRAIN CLEANOUT, TYPE A-1	EA	\$ 750.00	4	\$ 3,000.00
12	4040-D	SUBDRAIN OUTLETS AND CONNECTIONS	EA	\$ 225.00	4	\$ 900.00
13	6010-B	INTAKE, SW-507	EA	\$ 6,000.00	1	\$ 6,000.00
14	6010-E	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,400.00	3	\$ 4,200.00
15	6010-E	INTAKE ADJUSTMENT, MAJOR	EA	\$ 1,400.00	1	\$ 1,400.00
16	6010-H	REMOVE INTAKE	EA	\$ 1,000.00	1	\$ 1,000.00
17	7010-A	PAVEMENT, PCC, 8"	SY	\$ 75.00	974.8	\$ 73,110.00
18	7010-A-1	PAVEMENT, COLORED AND STAMPED PCC, 8"	SY	\$ 120.00	150.9	\$ 18,108.00
19	7030-A	REMOVAL OF SIDEWALK	SY	\$ 10.00	138.5	\$ 1,385.00
20	7030-A	REMOVAL OF DRIVEWAY	SY	\$ 10.00	82.7	\$ 827.00
21	7030-E	SIDEWALK, PCC, 5"	SY	\$ 60.00	269.5	\$ 16,170.00
22	7030-G	DETECTABLE WARNING	SF	\$ 50.00	128	\$ 6,400.00
23	7030-H-1	DRIVEWAY, PAVED, PCC, 7"	SY	\$ 70.00	199.6	\$ 13,972.00
24	7040-H	PAVEMENT REMOVAL	SY	\$ 12.00	1018.9	\$ 12,226.80
25	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	\$ 100.00	28.39	\$ 2,839.00
26	8030-A	TEMPORARY TRAFFIC CONTROL	LS	\$ 8,000.00	1	\$ 8,000.00
27	8040-C	REMOVAL OF TRAFFIC SIGN	EA	\$ 150.00	3	\$ 450.00
28	9010-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - URBAN MIX	AC	\$ 6,500.00	0.35	\$ 2,275.00
29	9040-D-1	COMPOST FILTER SOCK, 12"	LF	\$ 3.50	538	\$ 1,883.00
30	9040-D-2	COMPOST FILTER SOCK REMOVAL	LF	\$ 0.75	538	\$ 403.50
31	9040-T-1	INLET PROTECTION DEVICE, COMPOST SOCK	EA	\$ 250.00	3	\$ 750.00
32	9040-T-1	INLET PROTECTION DEVICE, DROP IN	EA	\$ 300.00	1	\$ 300.00
33	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	\$ 75.00	4	\$ 300.00
35	11,020-A	MOBILIZATION	LS	\$ 30,000.00	1	\$ 30,000.00
36	11,030-A	MAINTENANCE OF POSTAL SERVICE	LS	\$ 2,500.00	1	\$ 2,500.00
37	11,050-A	CONCRETE WASHOUT	LS	\$ 2,500.00	1	\$ 2,500.00
CONSTRUCTION SUBTOTAL						\$ 286,324.00
CONTINGENCY (10%)						\$ 28,632.40
TOTAL						\$ 314,956.40

*The Architect/Engineer, as a design professional familiar with the construction industry, has prepared this opinion of the Probable Cost of Construction. It is recognized, however, that neither the Architect/Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent which bids or negotiated prices will not vary from the Probable Cost of Construction.

EXHIBIT B
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 covered by this agreement.

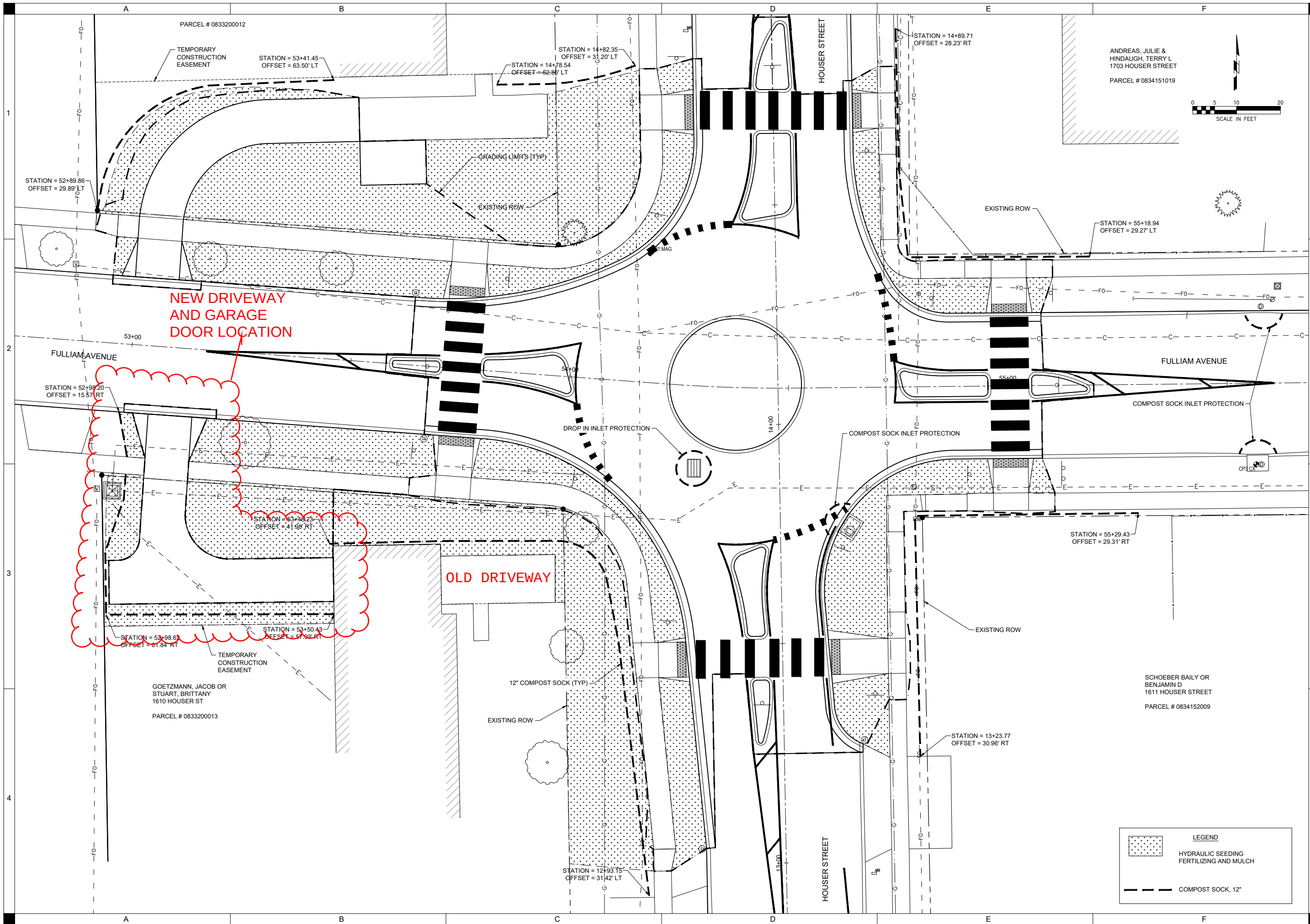
The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms 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 or proposals 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 "Targeted Small Business (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 from the Iowa DOT Administering Bureau.
 - 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 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 firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>

P:\Projects\2019\20190220\HouserAndFulliam\Drawings\1_Civil\20190220\HouserAndFulliam_Civil.dwg
Printed: 2/20/2019 5:43:56 PM





City of Muscatine

ITEM NUMBER 2024-0330

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Accept Two Grants from the Federal Aviation Administration Airport Improvement Program for the Runway Lighting Project, for a Total Amount of \$788,850.00

EXECUTIVE SUMMARY

Request to Accept Two Grants from the Federal Aviation Administration Airport Improvement Program for the Runway Lighting Project, for a Total Amount of \$788,850.00

STAFF RECOMMENDATION

Accept and sign the grants

BACKGROUND/DISCUSSION

At the December 21, 2023 City Council Meeting, the council approved a contract with Bolton & Menk to design the project as follows:

Runway 12/30 will replace all edge and threshold lights with new LED lights and wiring. Taxiway 'B' will replace all edge lighting with new LED lights and wiring. Runway End Identifier Lights (REIL's) are flashing strobes which locate the ends of the runway for pilots and will be replaced with new LED REIL's. Precision Approach Path Indicators (PAPI's) show pilots their elevation relative to the proper approach slope when on final approach for landing, and will receive new LED PAPI's.

These two projects (lighting and PAPI's/REIL's) received separate grants, but design, bidding and construction will be combined for ease of construction and management.

At the April 18, 2024 City Council Meeting, the council approved a contract with Kimrey Electric to install the lighting as described above. This council action will approve the signing of the grants that will fund the Federal portion of this work.

CITY FINANCIAL IMPACT

The City is responsible for the 10% local match which has been allocated in future bond proceeds.

ATTACHMENTS

1. MUT-CEG-3-19-0063-027-2024-Grant Agreement - unsigned
2. MUT-CEG-3-19-0063-026-2024-Grant Agreement - unsigned



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Brian Stineman
Public Works Director
City of Muscatine
1459 Washington Street
Muscatine, IA 52761

Dear Mr. Stineman:

The Grant Offer for Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) Project No. 3-19-0063-027-2024 at Muscatine Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than August 26, 2024 .
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Anthony Pollard, Ph: (816) 329-2619, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel
Acting Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	_ July 12, 2024 _____
Airport/Planning Area	<u>Muscatine Municipal</u>
Airport Infrastructure Grant Number	<u>3-19-0063-027-2024</u>
Unique Entity Identifier	<u>R3J6GP2HDMG4</u>

TO: **City of Muscatine, Iowa**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 18, 2024**, for a grant of Federal funds for a project at or associated with the **Muscatine Municipal Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Muscatine Municipal Airport** (herein called the "Project") consisting of the following:

Install Runway 12/30 LED Medium Intensity Runway Edge Lights (MIRLs), LED Style A 2-Box PAPI System on Runway 12 and 30 Ends, LED REILs on Runway 12 and 30 Ends, and LED I-B Internally Lighted Supplementary Wind Cone -24% of the project

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$188,850.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$188,850.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 26, 2024 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable environmental quality standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. BIL Funded Work Included in a PFC Application. Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit “A” Property Map. The Exhibit “A” Property Map dated **July 19, 2006**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the OIG’s office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

- 28. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 29. Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment;
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
- 30. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 31. Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 32. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 33. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 34. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of

development must be completed regardless of whether the Sponsor receives any additional federal funding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Rodney N. Joel

(Signature)

Rodney N. Joel

(Typed Name)

**Acting Director, Central Region Airports
Division**

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

City of Muscatine

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **Muscatine Municipal Airport**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of April 18, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

3-19-0063-027-2024-BIL-AIG

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Muscatine, Iowa

*b. Employer/Taxpayer Identification Number (EIN/TIN):
41-6005008

*c. UEI:
R3J6GP2HDMG4

d. Address:

*Street 1: 215 Sycamore Street

Street 2:

*City: Muscatine

County/Parish: Muscatine

*State: IA

*Province:

*Country: USA: United States

*Zip / Postal Code 52761-3839

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Brian

Middle Name:

*Last Name: Stineman

Suffix:

Title: Public Works Director

Organizational Affiliation:

Muscatine Municipal Airport

*Telephone Number: 563-263-8933

Fax Number: (563) 263-2127

*Email: bstineman@muscatineiowa.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

3-19-0063-027-2024-BIL-AIG

*Title:

Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Install PAPIs and REILs

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: IA-002	*b. Program/Project: IA-002
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 09/01/2024	*b. End Date: 07/31/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 188,850
*b. Applicant	\$ 20,983
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 209,833
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
☐ Yes ☒ No	
If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: Brian
Middle Name:	
*Last Name: Stineman	
Suffix:	
*Title: Public Works Director	
*Telephone Number: 563-263-8933	Fax Number: 563-263-2127
* Email: bstineman@muscatineioda.gov	
*Signature of Authorized Representative: 	*Date Signed: 04/18/2024

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has in place zoning ordinances

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City of Muscatine is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The City of Muscatine has no disabilities.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with the current Airport Layout Plan (ALP).

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Local interests have been given consideration.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

There has been contact and consultation with the affected parties and users of the airport.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public Hearings are not required for this project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Permitting is not required for this project.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exclusive rights have been granted.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The City of Muscatine maintains property interest as depicted on the Exhibit A property map dated 07/19/2006 that was prepared under AIP 3-19-0063-012, and is incorporated herein by reference.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No additional land is required to be acquired for Muscatine Municipal Airport as part of this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No additional land is required to be acquired for Muscatine Municipal Airport as part of this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 54
2. Preliminary expense			1,197
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			15,130
5. Other Architectural engineering fees			
6. Project inspection fees			15,944
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			172,002
12. Equipment			
13. Miscellaneous			5,506
14. Subtotal (Lines 1 through 13)			\$ 209,833
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			209,833
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 209,833
19. Federal Share requested of Line 18			188,850
20. Grantee share			20,983
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 209,833

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	20,983
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 20,983
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 20,983

SECTION E – REMARKS (Attach sheets if additional space is required)
The following items are incorporated by reference: Plans and Specs dated: March 2024 Exhibit A dated: 07/19/2006

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

AIRPORT: Muscatine Municipal Airport (MUT)

1. Objective:

This project will remove the existing edge lighting system on Runway 12/30 and the associated parallel taxiway. It will replace it with a new edge lighting system with base can mounted edge lights, new conduit and new wire. Regulators, PAPI and REIL will also be replaced

2. Benefits Anticipated:

The existing edge lighting system has exceeded its useful life and is in need of replacement. Replacement of the edge lights, REIL and PAPI will reduce overall maintenance costs for the airport and provide a reliable edge lighting. PAPI and REIL system for the users of the airport.

3. Approach: (See approved Scope of Work in Final Application)

Detailed drawings and project manual were developed for the project by Bolton & Menk, Inc. Competitive bids were solicited through a public bid process. Award of construction will be to the lowest responsive and responsible bidder subject to FAA concurrence.

Owner: City of Muscatine, Iowa
Prime Consultant: Bolton & Menk, Inc.
Prime Contractor: Kimrey Electric

4. Geographic Location:

The Muscatine Municipal Airport is located approximately 5 miles southwest of the City of Muscatine, IA.

5. If Applicable, Provide Additional Information:

None

6. Sponsor's Representative: (include address & telephone number)

Brian Stineman, Public Works Director (563) 263-8933
City of Muscatine
215 Sycamore Street, Muscatine, IA 52761

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-027-2024-BIL-AIG

Description of Work: Install PAPIs and REILs

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: PUBLIC WORKS DIRECTOR

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-027-2024

Description of Work: Install PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Muscatine Municipal Airport

Address: 5701 US-61, Muscatine, IA 52761

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-027-2024BILAIG

Description of Work: Install PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-027-2024-BIL-AIG

Description of Work: Install PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-027-2024-BIL-AIG

Description of Work: Install PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 18 day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-027-2024-BIL-AIG

Description of Work: Install PAPIs and REILs

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Muscatine (MUT)
Install Runway Edge Lighting

AIP:		BIL:	
Admin	\$3,976.00	Admin	\$1,251.00
Engineering Basic	\$48,070.00	Engineering Basic	\$15,130.00
Project Inspection	\$50,656.00	Project Inspection	\$15,944.00
Miscellaneous	\$17,494.00	Miscellaneous	\$5,506.00
Construction	\$546,471.00	Construction	\$172,002.00
Total	\$666,667.00	Total	\$209,833.00
Federal Share	\$600,000.30	Federal Share	\$188,849.70

Total Federal Share **\$788,850.00**
AIP Percentage **76.06%**
BIL Percentage **23.94%**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Brian Stineman
Public Works Director
City of Muscatine
1459 Washington Street
Muscatine, IA 52761

Dear Mr. Stineman:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0063-026-2024 at Muscatine Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than August 26, 2024.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Anthony Pollard, (816) 329-2619, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel

Acting Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 12, 2024
Airport/Planning Area	Muscatine Municipal
AIP Grant Number	3-19-0063-026-2024
Unique Entity Identifier	R3J6GP2HDMG4
TO:	City of Muscatine
	(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 18, 2024**, for a grant of Federal funds for a project at or associated with the **Muscatine Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Muscatine Municipal Airport** (herein called the "Project") consisting of the following:

Install Runway 12/30 LED Medium Intensity Runway Edge Lights (MIRLs), LED Style A 2-Box PAPI System on Runway 12 and 30 Ends, LED REILs on Runway 12 and 30 Ends, and LED I-B Internally Lighted Supplementary Wind Cone – 76% of the project

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law (P.L.) Number 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the

representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$600,000.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$600,000.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 26, 2024 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The sponsor must post the contact information as the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
 - c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
 - d. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
 - e. *Definitions.* For purposes of this Grant Condition:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated July 19, 2006, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Co-Sponsor.** The Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor,

who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

SPECIAL CONDITIONS

31. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
32. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
33. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
34. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

35. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
37. **Usable Unit of Development.** The FAA and the Sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 41706(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional funding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹



(Signature of Sponsor's Authorized Official)

Rodney N Joel

(Typed Name)

Acting Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

.....
City of Muscatine

(Name of Sponsor)

.....
(Signature of Sponsor's Authorized Official)

By:

.....
(Typed Name of Sponsor's Authorized Official)

Title:

.....
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act P.L. of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By:

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

a. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Muscatine, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 18, 2024.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

3-19-0063-026-2024-AIP

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Muscatine, Iowa

*b. Employer/Taxpayer Identification Number (EIN/TIN):
41-6005008

*c. UEI:
R3J6GP2HDMG4

d. Address:

*Street 1: 215 Sycamore Street

Street 2:

*City: Muscatine

County/Parish: Muscatine

*State: IA

*Province:

*Country: USA: United States

*Zip / Postal Code 52761-3839

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Brian

Middle Name:

*Last Name: Stineman

Suffix:

Title: Public Works Director

Organizational Affiliation:

Muscatine Municipal Airport

*Telephone Number: 563-263-8933

Fax Number: (563) 263-2127

*Email: bstineman@muscatineiowa.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

3-19-0063-026-2024-AIP

*Title:

Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILshting

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: IA-002

*b. Program/Project: IA-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2024

*b. End Date: 07/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 600,000
*b. Applicant	\$ 66,667
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 666,667

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Brian

Middle Name: _____

*Last Name: Stineman

Suffix: _____

*Title: Public Works Director

*Telephone Number: 563-263-8933

Fax Number: 563-263-2127

* Email: bstineman@muscatineiowa.gov

*Signature of Authorized Representative: 

*Date Signed: 04/18/2024

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII). <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has in place zoning ordinances.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City of Muscatine is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The City of Muscatine has no disabilities.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with the current Airport Layout Plan (ALP).

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Local interests have been given consideration.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

There has been contact and consultation with the affected parties and users of the airport.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public Hearings are not required for this project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Permitting is not required for this project.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exclusive rights have been granted.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The City of Muscatine maintains property interest as depicted on the Exhibit A property map dated 07/19/2006 that was prepared under AIP 3-19-0063-012, and is incorporated herein by reference.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No additional land is required to be acquired for Muscatine Municipal Airport as part of this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No additional land is required to be acquired for Muscatine Municipal Airport as part of this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 173
2. Preliminary expense			3,803
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			48,070
5. Other Architectural engineering fees			
6. Project inspection fees			50,656
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			546,471
12. Equipment			
13. Miscellaneous			17,494
14. Subtotal (Lines 1 through 13)			\$ 666,667
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			666,667
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 666,607
19. Federal Share requested of Line 18			600,000
20. Grantee share			66,667
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 666,667

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	66,667
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 66,667
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 66,667

SECTION E – REMARKS (Attach sheets if additional space is required)
The following items are incorporated by reference: Plans and Specs dated: March 2024 Exhibit A dated: 07/19/2006

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

AIRPORT: Muscatine Municipal Airport (MUT)

1. Objective:

This project will remove the existing edge lighting system on Runway 12/30 and the associated parallel taxiway. It will replace it with a new edge lighting system with base can mounted edge lights, new conduit and new wire. Regulators, PAPI and REIL will also be replaced

2. Benefits Anticipated:

The existing edge lighting system has exceeded its useful life and is in need of replacement. Replacement of the edge lights, REIL and PAPI will reduce overall maintenance costs for the airport and provide a reliable edge lighting. PAPI and REIL system for the users of the airport.

3. Approach: (See approved Scope of Work in Final Application)

Detailed drawings and project manual were developed for the project by Bolton & Menk, Inc. Competitive bids were solicited through a public bid process. Award of construction will be to the lowest responsive and responsible bidder subject to FAA concurrence.

Owner: City of Muscatine, Iowa
Prime Consultant: Bolton & Menk, Inc.
Prime Contractor: Kimrey Electric

4. Geographic Location:

The Muscatine Municipal Airport is located approximately 5 miles Southwest of the City of Muscatine, IA.

5. If Applicable, Provide Additional Information:

None

6. Sponsor's Representative: (include address & telephone number)

Brian Stineman, Public Works Director (563) 263-8933
City of Muscatine
215 Sycamore Street, Muscatine, IA 52761

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-026-2024-AIP

Description of Work: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: PUBLIC WORKS DIRECTOR

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-026-2024-AIP

Description of Work: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Muscatine Municipal Airport

Address: 5701 US-61, Muscatine, IA 52761

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-026-2024-AIP

Description of Work: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-026-2024-AIP

Description of Work: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-026-2024-AIP

Description of Work: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 18 day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Muscatine

Airport: Muscatine Municipal Airport (MUT)

Project Number: 3-19-0063-026-2024-AIP

Description of Work: Install Runway 12/30 Edge Lighting, Parallel Taxiway Edge Lighting, PAPIs and REILs

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 18th day of April, 2024.

Name of Sponsor: City of Muscatine

Name of Sponsor's Authorized Official: Brian Stineman

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Muscatine (MUT)
Install Runway Edge Lighting

AIP:		BIL:	
Admin	\$3,976.00	Admin	\$1,251.00
Engineering Basic	\$48,070.00	Engineering Basic	\$15,130.00
Project Inspection	\$50,656.00	Project Inspection	\$15,944.00
Miscellaneous	\$17,494.00	Miscellaneous	\$5,506.00
Construction	\$546,471.00	Construction	\$172,002.00
Total	\$666,667.00	Total	\$209,833.00
Federal Share	\$600,000.30	Federal Share	\$188,849.70

Total Federal Share **\$788,850.00**
AIP Percentage **76.06%**
BIL Percentage **23.94%**



City of Muscatine

ITEM NUMBER 2024-0308

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Approve Change Order Number 6 to the West Hill Sanitary Phase 5A/B in the amount of \$176,218.39

EXECUTIVE SUMMARY

Presented for Council consideration is a request to issue Change Order Number 6 for the West Hill Sewer Separation Project Phase 5 contract for the amount of \$176,218.39. This change order sets a price for the de-watering that took place along 891 W 8th St, along with an extra payment for Traffic Control and Survey outside of the original project timeframe. The price covers the cost of installation of the de-watering practices that were tried by the contractor at different stages, along with the cost of installing and operating the method that was ultimately successful.

STAFF RECOMMENDATION

Approve the Request

BACKGROUND/DISCUSSION

In 2021, at the beginning of the West Hill Sewer Separation Project Phase 5, the contractor ran into issues with the water table while running sanitary sewer through the 891 W 8th St property. The contractors' chosen method to combat the water table was to try to de-water the area. The de-watering was tried through various methods from May of 2021 through December of 2021. December was when the work was finally able to be completed. The time period this change order is proposing payment for is 50% of May, 50% of June, 50% of September, and 100% of November/December. These specific payments cover three prior attempts to de-water as well as the final attempt that was ultimately successful. Conversations with what should and shouldn't be included have been ongoing between City staff and the Contractor throughout 2024. The added survey cost is due to utility revisions from the design engineer. The added traffic control costs cover the extra time added due to Change Order 1.

CITY FINANCIAL IMPACT

Funds are available via the Local Option Sales Tax

ATTACHMENTS

1. 2024-6-6 CO-6
2. Settlement Agreement and Release

CONTRACT MODIFICATION

No: CO 6

	Part	Non-Substantial	Part	Non-
	☐	☐	Part	
	☒	Substantial	☐	

Concurrence Date _____

Contract ID: West Hill Phase 5A/5B

County: Muscatine

Accounting ID: _____

Project No: N/A

Kind of Work: Sewer Separation

Date Prepared: 6-6-24

Contractor: Hagerty Earthworks LLC

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

This change order is to establish pay items and costs for work previously completed on the project. The requests were received at the beginning of 2024. A meeting between the contractor and city staff occurred on 2-7-24 and 6-5-24 to discuss every request in detail. This change order is the remainder of items not previously addressed in Change Order 5.

Two of the requests are NOT included within this change order and are formally denied. They are as follows:

1. A time extension due to delayed contract award for 14 days
2. Change in unit price for courtesy walks for \$26,962.20

Three of the requests are included within this change order and are outlined below. Further information from the contractor on the individual items can be found in the attachments to this change order.

1. Add Item, Survey As-Built Extras, for a Lump Sum cost of \$2,531.65

The multitude of changes throughout the project modified the scope of the as-built process resulting in additional fees from the sub-contractor

2. Add Item, Traffic Control (extra), for a Lump Sum cost of \$5,500.00

This item is for 6 months of additional traffic control as required by the Change Order 1 which extended the time line of the project

3. Add Item, Ravine De-watering, for a Lump Sum cost of \$168,186.74

This is a negotiated value based upon common ground for what the City Engineer and Contractor feel is fair. This does NOT align with the formal request and instead aligns with the attached letter from the contractor. The city is agreeing to pay 50% of the costs for the months of May, June, and September for previously attempted de-watering setups, and is paying for all of November and December as this is the operation that brought the water level down to buildable levels.

The total value of this change order is \$176,218.39.

There is no added time with this change order. This represents the last of the requests of the contractor with no further payments to follow excepting the retainage on the project.

Contract Time Adjustment: ☒ No Time Added ☐ Time Added _____ ☐ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: _____ Recommended: _____
Contractor Date Site Staff Date

Approved: _____ Approved: _____
City Engineer Date Public Works Director Date

Federal Participation ☐ Approved ☒ Not Eligible City of Muscatine _____
Mayor (if required) Date

Hagerty Earthworks LLC.

General Contractors

Phone: (563)260-0607

300 E 2nd St Suite 304
Muscatine, Iowa 52761

Date: June 6th, 2024

Project: Muscatine West Hill Sewer Separation Project Phase 5A

Attn: Kevin Coon

Response to Dewatering discussion on June 5th 2024

At our meeting yesterday you stated that you would be able to pay the last two months of dewatering because those were effective, and from the professionals you talked to, "Any changes to dewatering methods should be adjusted after two weeks if ineffective."

I stated that I was working in good faith to limit the costs to the city by using the cheapest methods first, then incrementally stepping up scale of the operation if those efforts were ineffective. My efforts and costs should not be ignored as I was trying to limit costs borne by the city. The city would have not accepted if I were to propose the most expensive solution first regardless of the outcome, or would have questioned if the high cost was necessary if it worked immediately.

The previous dewatering work was not useless as you either try to deplete the supply of water, or outrun the inflow. Our situation was a perched water table of a finite amount and limited resupply. The wells installed would have depleted the perched water table over time, as the recharge rate of our jobsite was very slow compared to an excavation near a river.

My Counter to your proposal is using both of our logic, paying the last two full months of costs, but also the first two weeks of any method attempted when changes were made to the dewatering. This I believe is in equitable solution as the city benefited from potentially getting the necessary dewatering completed at a cheaper cost, and I get compensated for my effort for trying to deliver an affordable solution.

This proposed solution would be as follows;

50% of \$38,577.72 for May when first wells were installed

50% of \$34,329.24 for June when we added two additional wells

50% of \$69,152.83 for September when we installed sand points and manifold

100% of final two months as you stated in your proposal

This would be a total of \$168,186.74

Thank you
John Hagerty

CONTRACTOR REQUEST FOR CHANGE ORDER

Project Name: West Hill Area - Sanitary and Storm Sewer Separation, Phase 5 Project No.: 17660.50.00
Contract No.: Phase 5
Request for Change Order No.: _____
Instruction No.: _____
Contract Description: Muscatine, Iowa Cost Code: _____
Date Prepared: XX, 2021

Description of change:

Reimbursement for costs to dewater along Lower West Branch Sewer

Basis of Price Change:

 Unit Price ☒ Time and Material Lump Sum Price

Cost \$ 311,345.⁶⁰

Contract Time Change:

 No Change ☒ Extended Decreased by 40 calendar days.

Accepted: _____
Contractor Signature Title Date

Reviewed and Recommended by: _____

Accepted: _____
Owner Signature Title Date

Reason for Change: Design Request Owner Request Field Conditions
 Suggested by Contractor Other _____

Reviewed By: _____

Recommended: STANLEY CONSULTANTS _____
Signature Title Date

Distribution:

Owner Stanley Consultants-Office Contractor
SC Field SC Routing

	unit	qty	unit cost	total cost	Notes
may dewatering labor	hr	225	78	17550	Put in 2 wells
may dewatering overtime labor	hr	55	105.5	5802.5	
may dewatering machine time	hr	51	92	4692	
may dewatering materials	ls	1	3279.52	3279.52	
may dewatering subcontract	ls	1	3371.08	3371.08	
may dewatering rentals	ls	1	2639	2639	generator, pump, pump
may dewatering fuel	gal	378	3.29	1243.62	38577.72
June dewatering labor	hr	112	78	8736	put in 2 more well
June dewatering overtime labor	hr	60	105.5	6330	
June dewatering machine time	hr	23	92	2116	
June dewatering materials	ls	1	3279.52	3279.52	
June dewatering subcontract	ls	1	3259.92	3259.92	
June dewatering rentals	ls	1	5278	5278	2 gen, 4 pump
June dewatering fuel	gal	1620	3.29	5329.8	34329.24
July dewatering labor	hr	0	78	0	ran wells, fueled pumps
July dewatering overtime labor	hr	62	105.5	6541	
July dewatering machine time	hr	0	92	0	
July dewatering materials	ls	0	0	0	
July dewatering subcontract	ls	0	0	0	
July dewatering rentals	ls	1	5278	5278	
July dewatering fuel	gal	1674	3.34	5591.16	17410.16
August dewatering labor	hr	0	78	0	
August dewatering overtime labor	hr	62	105.5	6541	
August dewatering machine time	hr	0	92	0	
August dewatering materials	ls	0	0	0	
August dewatering subcontract	ls	0	0	0	
August dewatering rentals	ls	1	5278	5278	
August dewatering fuel	gal	1674	3.35	5607.9	17426.9
September dewatering labor	hr	215	78	16770	Put in sand Points and manifold
September dewatering overtime labor	hr	105	105.5	11077.5	continued wells
September dewatering machine time	hr	52	92	4784	
September dewatering materials	ls	1	7212.86	7212.86	
September dewatering subcontract	ls	1	0	0	
September dewatering rentals	ls	1	17284.47	17284.47	dewater, 2 gen, 4 pumps
September dewatering fuel	gal	3600	3.34	12024	69152.83
Oct dewatering labor	hr	0	78	0	
Oct dewatering overtime labor	hr	62	105.5	6541	
Oct dewatering machine time	hr	0	92	0	
Oct dewatering materials	ls	0	0	0	
Oct dewatering subcontract	ls	0	0	0	
Oct dewatering rentals	ls	1	17284.47	17284.47	
Oct dewatering fuel	gal	3720	3.62	13466.4	37291.87
Nov dewatering labor	hr	0	78	0	
Nov dewatering overtime labor	hr	60	105.5	6330	
Nov dewatering machine time	hr	0	92	0	
Nov dewatering materials	ls	0	0	0	
Nov dewatering subcontract	ls	0	0	0	
Nov dewatering rentals	ls	1	17284.47	17284.47	
Nov dewatering fuel	gal	3600	3.72	13392	37006.47
Dec dewatering labor	hr	224	78	17472	
Dec dewatering overtime labor	hr	101	105.5	10655.5	
Dec dewatering machine time	hr	51	92	4692	
Dec dewatering materials	ls	0	0	0	
Dec dewatering subcontract	ls	1	0	0	
Dec dewatering rentals	ls	1	17284.47	17284.47	
Dec dewatering fuel	gal	2760	3.64	10046.4	60150.37
				311345.6	

2 sand points
installed here.

2 more sand points.

40 days

CONTRACTOR REQUEST FOR CHANGE ORDER

Project Name:	Project No.: <u>17660.50.00</u>
<u>West Hill Area – Sanitary and Storm Sewer</u>	Contract No.: <u>Phase 5</u>
<u>Separation, Phase 5</u>	Request for Change Order No.: _____
<u>Muscataine, Iowa</u>	Instruction No.: _____
Contract Description:	Cost Code: _____
	Date Prepared: <u>XX, 2021</u>

Description of change:

West Hill Phase 5B
78 4" sidewalk

Actual	1282.74
Est	382.00
	898.74

over 20%
 Asking \$75.00
 Bid 45.00
\$30.00

$898.74 \times 30 = \$26,962.20$

Basis of Price Change:

☒ Unit Price ☐ Time and Material ☐ Lump Sum Price

Cost \$ 26,962.20

Contract Time Change:

☐ No Change ☐ Extended ☐ Decreased by 10 calendar days.

Accepted: <u>Magez Earthwork Inc</u>	Signature <u>[Signature]</u>	Title <u>Controller</u>	Date <u>2-7-24</u>
	Contractor		

Reviewed and Recommended by: _____

Accepted:	Owner _____	Signature _____	Title _____	Date _____
-----------	-------------	-----------------	-------------	------------

Reason for Change: ☐ Design Request ☐ Owner Request ☐ Field Conditions
 ☐ Suggested by Contractor ☐ Other _____

Reviewed By: _____

Recommended: <u>STANLEY CONSULTANTS</u>	Signature _____	Title _____	Date _____
---	-----------------	-------------	------------

Distribution:

Owner	Stanley Consultants-Office	Contractor
SC Field	SC Routing	



2360 Bypass 61
Muscatine, IA 52761
(563) 264-8533

Construction Inc.

May 10, 2023

Hagerty Earthworks,

Courtesy walks for West Hill Phase 5A and 5B done by Heuer Construction, Inc. will be \$75 per SF due to having to go back to do the work by digging out and placing small quantities.

Thank you,

A handwritten signature in black ink, appearing to read "JH", is written over the typed name of Jamie Heuer.

**Jamie Heuer
President
Heuer Construction, Inc.**

CONTRACTOR REQUEST FOR CHANGE ORDER

Project Name: West Hill Area – Sanitary and Storm Sewer
Project No.: 17660.50.00
Contract No.: Phase 5
Request for Change Order No.: _____
Instruction No.: _____
Contract Description: Separation, Phase 5
Cost Code: _____
Date Prepared: XX, 2021
Muscatine, Iowa

Description of change:

Bolton + Menk extra work because of
added utilities revisions
 $2301.50 \times 1.1 = 2531.65$

Basis of Price Change:

☐ Unit Price ☐ Time and Material ☒ Lump Sum Price

Cost \$ 2531.65

Contract Time Change:

☐ No Change ☐ Extended ☐ Decreased by _____ calendar days.

Accepted: _____
Contractor Signature Title Date

Reviewed and Recommended by: _____

Accepted: _____
Owner Signature Title Date

Reason for Change: ☐ Design Request ☐ Owner Request ☐ Field Conditions
☐ Suggested by Contractor ☐ Other _____

Reviewed By: _____

Recommended: STANLEY CONSULTANTS
Signature Title Date

Distribution:

Owner Stanley Consultants-Office Contractor
SC Field SC Routing

To: John Hagerty <hagertyearthworksllc@gmail.com>

John,

We are requesting an additional \$2301.50 for the as built work. The utility revisions adjusted the amount of work needed to complete.

Thanks!

Daniel Perna, LSIT, CST III

Graduate Surveyor

Bolton & Menk, Inc.

Mobile: 319-582-1460

Dan.Perna@bolton-menk.com

From: John Hagerty <hagertyearthworksllc@gmail.com>

Sent: Tuesday, May 21, 2024 1:31:10 PM

To: Daniel Perna <Dan.Perna@bolton-menk.com>

Subject: Re: As-built work

[Quoted text hidden]

CONTRACTOR REQUEST FOR CHANGE ORDER

Project Name: _____ Project No.: 17660.50.00
West Hill Area – Sanitary and Storm Sewer Contract No.: Phase 5 A
Separation, Phase 5 Request for Change Order No.: 1
Muscatine, Iowa Instruction No.: _____
Contract Description: _____ Cost Code: _____
Date Prepared: XX, 2021

Description of change:

The original contract was to be awarded on 3-18-21 but was awarded on 4-1-21. We are requesting a two week extension of time for any dead lines.

Basis of Price Change:

Unit Price Time and Material Lump Sum Price

Cost \$ -0-

Contract Time Change:

No Change X Extended Decreased by 14 calendar days.

Accepted: Hagerty Earthworks LLC Contractor Signature Title Owner Date 5-11-21

Reviewed and Recommended by: _____

Accepted: _____
Owner Signature Title Date

Reason for Change: Design Request Owner Request Field Conditions
Suggested by Contractor Other

Reviewed By: _____

Recommended: STANLEY CONSULTANTS
Signature Title Date

Distribution:

Owner Stanley Consultants-Office Contractor
SC Field SC Routing

Change Order - ITC - RFI Status Review				
CO Number	Issue	Complete	Pending	Comments
1	Hagerty 2-week time extension			
2	MSA.02 Storm system changes			
	6th/Locust ravine hourly work		Steve	170 hours; rate? Equipment?
	Changes to contract completion dates			
	New manhole on LWBS - Ex. MH 8284			At LWBS bend south of Climer Alley
	Flared end section on LWBS			
	New manhole on LWBS - Ex. MH 5445			At LWBS bend near High Street
	New inlet (vertical 24" RCP w/grate)			Next to LWBS, west of High St.
ITC Number				
1-5	See ITC Log	X X X X X		Per ITC Log
6	Grade Change San along LWBS MSA.17		X	
7	Logan-Alley-Storm Revisions		X	
8	Climer St. service line to house foundation			Address
RFI Number				
1	8th Street alignment shift			
2	Route sewer over LWBS			
	Laterals for 202 High and 805 Climer			
	New manhole on LWBS - Ex. MH 8284			
	Flared end section on LWBS			
	New manhole on LWBS - Ex. MH 5445			

512 inlet

CONTRACTOR REQUEST FOR CHANGE ORDER

Project Name: _____
West Hill Area – Sanitary and Storm Sewer
Project No.: 17660.50.00
Contract No.: Phase 5
Request for Change Order No.: _____
Separation, Phase 5
Instruction No.: _____
Muscatine, Iowa
Contract Description: _____
Cost Code: _____
Date Prepared: XX, 2021

Description of change: Traffic Control for extra year that was needed from the extra work the city requested Bistate Barricade \$5000 + \$500 10% markup

Basis of Price Change:

____ Unit Price ____ Time and Material X Lump Sum Price

Cost \$ 5500.00

Contract Time Change:

____ No Change ____ Extended ____ Decreased by ____ calendar days.

Accepted: _____
Contractor Signature Title Date

Reviewed and Recommended by: _____

Accepted: _____
Owner Signature Title Date

Reason for Change: ____ Design Request ____ Owner Request ____ Field Conditions
____ Suggested by Contractor Other _____

Reviewed By: _____

Recommended: STANLEY CONSULTANTS
Signature Title Date

Distribution:

Owner Stanley Consultants-Office Contractor
SC Field SC Routing

BI-State Barricade and Flagging, INC
PO Box 234
Colona, IL 61241
(808)792-1980

INVOICE

BILL TO
Hagerty Earthworks
300 E 2nd ST
Suite 304
Muscutine, IA 59781

INVOICE # 7440
DATE 08/02/2023
TERMS Net 30

JOB SITE
West Hill Project

QTY	DAYS	RATE	AMOUNT
1	Job bid for traffic control- Extended time on project- additional year	5,000.00	5,000.00

SUBTOTAL	5,000.00
TAX	0.00
TOTAL	5,000.00
BALANCE DUE	\$5,000.00

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is by and between City of Muscatine, Iowa (hereinafter referred to as "Muscatine"); and Hagerty Earthworks, LLC, and its subsidiaries, officers, directors, agents, board members, employees (past and present), successors, insurers, and assigns (collectively hereinafter referred to as "Hagerty").

WHEREAS, a dispute arose over matters related to dewatering for the construction work;

WHEREAS, the parties deny any and all liability whatsoever and make no admissions and/or concessions as to the validity and merit of each and every claim and allegation asserted in the dispute; and

WHEREAS, it is the intention of the parties to resolve and settle all matters between them relating in any way to the dispute.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. Settlement Payment. Upon signature of this Agreement, Muscatine will be obligated to pay \$168,186.74, in full and final settlement of all potential claims. Payment will be as follows:

- a. 50% of \$38,577.72 for May when first wells were installed
- b. 50% of \$34,329.24 for June when we added two additional wells
- c. 50% of \$69,152.83 for September when we installed sand points and manifold
- d. 100% of final two months

2. Release of All Claims. In consideration of the settlement terms set forth herein, the parties agree to release all claims for dewatering related to this contract work.

3. Law Which Applies to this Agreement and Jurisdiction. This Agreement will be interpreted and enforced based on the laws of the State of Iowa, without giving effect to Iowa's conflict of law and choice of law provisions. Moreover, while the parties do not contemplate any future disputes, the parties agree that any action or claim regarding this Agreement shall be maintained in Muscatine County, in the State of Iowa.

4. Violation of Agreement. If either party violates the Agreement, the other may resort to any remedies available under applicable law, and the remedies specifically set forth in this Agreement.

5. Entire Agreement, Prior Agreements Not Enforceable. This Agreement contains the entire agreement of the parties regarding this matter; and any prior representations, promises or agreement (whether oral or written) that are not in this Agreement are superseded and not enforceable. The terms of this Agreement may not be altered, amended, or waived except by another written agreement signed by all parties. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

6. Severability. The parties agree that the provisions of this Agreement are severable, and that the invalidity or unenforceability of any one or more provisions shall not affect the validity or enforceability of any or all other provisions.

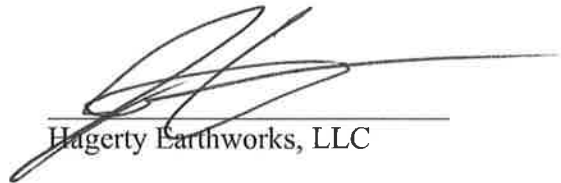
7. Sections and Other Headings. The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

8. Counterparts. Duplicate copies of this Agreement may be signed, and each copy will be considered an original document, but when taken together, all copies will constitute one Agreement.

9. Subject to Council Approval. The parties acknowledge that this agreement is subject to approval by the Muscatine City Council and will not take force or effect until such approval is granted.

Dated as of 29 July, 2024

City of Muscatine, Iowa



Hagerly Earthworks, LLC



City of Muscatine

ITEM NUMBER 2024-0333

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Request to Approve the Issuance of a Purchase Order in the Amount of \$42,347.20 to Aquatic Informatics for the Purchase of a Laboratory Information Management System.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order in the amount of \$42,347.20 to Aquatic Informatics for the purchase of a Laboratory Information Management System (LIMS) for the Muscatine Environmental Laboratory at the Water and Resource Recovery Facility. Two quotes were received for this purchase with the lower quote coming from Aquatic Informatics. There is \$40,000.00 budgeted for this system with the overage being covered from saving over \$13,000.00 on another budgeted capital purchase.

STAFF RECOMMENDATION

Staff recommends approving this purchase.

BACKGROUND/DISCUSSION

A LIMS system is needed at the lab to streamline the data entry process as well as improve access of data to the operations team for better process operation. This will also give our industrial customers access to their lab data at any time saving labor costs in the lab. A LIMS is a computer program that automatically stores lab data in the cloud as the test is performed. This removes the step of manually inputting it into a spreadsheet. The data can then be combined with other data to create dashboards, specialized reporting and dynamic spreadsheets. It will improve on sample scheduling, sample collection and compliance reporting. Many labs, including Muscatine Power and Water, use this system to increase lab efficiency and increase the utilization of the data. The selected vendor, Hach, calls their system WIMS for Water Information Management System. The initial setup cost is \$42,347.20 with an annual recurring fee of \$7,836.00. The other quote from Labworks was a setup fee of \$44,000.00 with an annual software fee of \$39,621.25.

CITY FINANCIAL IMPACT

There was \$40,000.00 budgeted for this purchase with savings from another budgeted capital item covering the overage. The ICP was budgeted at \$90,000.00 but came in under budget by \$13,889.00.

ATTACHMENTS

1. WIMS Quote1.240110
2. LIMS Quote.240110
3. LIMS Software Purchase Memo.240723



Quote 00018560

Details:

Created On: 07 Jun 2024
Expires On: 30 Aug 2024

Prepared For:

Patti Fuller-Bloechl
(563) 263-2752
pfbloechl@muscatineiowa.gov

Muscatine Water & Resource Recovery
1202 Musser Street
Muscatine, Iowa 52761-1645
United States

Submitted By:

Jason Jones
(608) 381-2033
jason.jones@aquaticinformatics.com



Quote Summary

WIMS Premier with Sample Manager and unlimited users. Quote also included services for guided implementation and 8 additional reports provided by Muscatine Water & Resource Recovery.

Product	Sales Price	Term	Qty	Total Price
WIMS-RIO-P-MGD WIMS Premier (MGD-Based) <i>WIMS Premier software subscription for water or wastewater treatment plants based on Million Gallons per Day (MGD). Subscription includes WIMS Classic and WIMS Rio with unlimited users, access to mobile application, and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is based on total MGD of all treatment plants</i>	\$1,500.00	12 mos	4.0	\$6,000.00
RIO-SAMP-MGD WIMS Rio Sample Manager (MGD-Based) <i>WIMS Rio Sample Manager add-on for a single water or wastewater treatment system based on Million Gallons per Day (MGD). Subscription includes access to mobile application, and standard product features including scheduling, sample collection, and dynamic spreadsheets</i>	\$459.00	12 mos	4.0	\$1,836.00



WIMS-FACIL-NEWIMP

WIMS New Implementation

Implementation services for WIMS software for one plant with one collection system, or one distribution system for 2 facilities. Implementation is based on a customer completed plant type specific questionnaire provided to the customer at project kickoff. Successful implementation of WIMS starts with the customer – customers are required to provide critical information related to the plant's calculations, permits and reporting requirements.

At a minimum, this service includes (all meeting lengths are approximate and all services are delivered remotely) for 2 facilities:

- one 30-minute project kickoff meeting
- one 1-hour questionnaire training session
- one 2-hour questionnaire review
- Supplier to independently complete import\conversion of questionnaire into WIMS database
- one 1-hour remote database review
- Supplier to independently complete development of:
 - One regulatory report (up to 4 pages)
 - a page is defined as one 8.5 x 11 Page or 10 Variables (i.e. Columnar, NPDES, or MOR)
 - One dashboard for up to 10 KPIs with associated trend graphs created using the dashboard wizard
 - One monthly KPI report with up to 10 defined variables
 - One yearly KPI report with up to 10 defined variables
 - One Monthly Data Entry (MDE) for the regulatory report and one for each location using the MDE Wizard
- one 2-hour remote report and form review
- remote basic install of WIMS client software and related services. Server components and WIMS client will be installed on customer provided server and one client PC remotely via WebEx or MS Teams.
- remote restore of newly developed WIMS database to customer's database server.
- Project admin time = 2 hours

\$12,432.00	1.0	\$12,432.00
-------------	-----	-------------



RIO-GS-S/M

Rio Guided Implementation Service (Small/Medium)

The Customer will be provided up to six (6) weekly guided implementation sessions essential to the operation of Rio.

These sessions range from approximately 1-2 hours and are joint implementation/system configuration training sessions, which include analysis of the customers' requirements, demonstrations of the required configuration (so that the complete configuration can be undertaken by the customer) and review of the customer completed implementation as required. The customer is required to complete their configuration of the SW between each session so that the next week's session may progress. On average it is expected that the customer will commit to approximately 1-2 hours per week outside of the guided implementation sessions to complete their work. Additional effort from the customer may be required depending on the complexity of the customer's operations and the current state of the customers' data.

\$5,152.00

1.0

\$5,152.00

RIOSAMPVC

Rio Sample Manager Guided Implementation Service

The Customer will be provided up to four (4) weekly guided implementation sessions essential to the operation of Rio Sample Manager.

These sessions range from approximately 1-2 hours and are joint implementation/system configuration training sessions, including (1) How to setup analytes and test groups, (2) Scheduling samples, entering results, and connecting data to Rio, (3) Using the mobile app, intro to reports, and (4) Review of the customer completed implementation as required.

\$3,360.00

1.0

\$3,360.00

DM_WIMS-SERVICES

WIMS Services

Remote Hourly services for minor prog, DB admin, reports, etc

Configuring 8 reports provided by Patti

\$257.60

67.0

\$17,259.20

WIMS-RMTTRN

WIMS Remote Training

Remote training will consist of four (4) - 3-hour sessions delivered via MS Teams or WebEx. One session will be used for basic WIMS training and overview. Two sessions of advanced topics such as report design and variable creation/modification. The final session will include WIMS administrator training.

Remote training requires internet access and the ability of the trainer to share control of the trainee's PC

\$4,144.00

1.0

\$4,144.00



AA-RIO

Aquatic Academy User Subscription - WIMS Rio

Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for WIMS Rio software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.

\$0.00 12 mos 1.0 \$0.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD

Professional Services (One-Time Service Fees): \$38,203.20 USD

Recurring Annual Fees (SaaS & SMA): \$7,836.00 USD

GRAND TOTAL: \$50,183.20 USD

All prices are quoted exclusive of taxes.

\$42,347.20 setup
\$ 7,836 recurring



Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to jason.jones@aquaticinformatics.com and please reference quote **00018560**.

Jason Jones
(608) 381-2033
jason.jones@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software, Except WIMS:

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
<https://aquaticinformatics.com/saas-service-offering/>
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)
<https://aquaticinformatics.com/on-premise-software/>

WIMS Software Only:

- [SaaS: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
<https://aquaticinformatics.com/wims-online-saas/>
- [On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)
<https://aquaticinformatics.com/wims-on-premise/>



Electronic Acceptance

Expiration Date: Must be signed by 30 Aug 2024

Subscriber: Muscatine Water & Resource Recovery

Subscriber Signature:

Per:

Name: Patti Fuller-Bloechl

Title:

Date:

Subscriber Details:

Phone: (563) 263-2752

Email: pfbloechl@muscatineiowa.gov

Company: Muscatine Water & Resource Recovery
1202 Musser Street
Muscatine, Iowa 52761-1645
United States

Provider: Aquatic Informatics

Provider Signature:

Per:

Name:

Title:

Date:

**Labworks LLC**

Office: 230 N 1200 E, Suite 202, Lehi UT 84043
Email: lance@labworks.com

Quote for: Muscatine Water

Prepared by: Lance Brady 12/11/2023
Quote #:1211123 1/10/2024

Subscription - Hosted**Software**

#	Description	Qty	Unit of Measure	Unit Cost	Discount	Net Price
1	LABWORKS LIMS ENTERPRISE SUITE	1	SYSTEM	\$ 12,687.50	0%	\$ 12,687.50
2	LABWORKS LIMS "FULL USER" LICENSE	4	SYSTEM	\$ 2,247.50	0%	\$ 8,990.00
3	LABWORKS LIMS "READ-ONLY" USER LICENSE	5	USER	\$ 652.50	0%	\$ 3,262.50
4	INSTRUMENT INTEGRATION	3	INSTRUMENT	\$ 1,268.75	0%	\$ 3,806.25
5	INVENTORY MANAGEMENT	1	SYSTEM	\$ 5,437.50	0%	\$ 5,437.50
6	CUSTOMER EXCHANGE PORTAL (up to 300 customers)	1	SYSTEM	\$ 5,437.50	0%	\$ 5,437.50
7	Annual Software Subscription ¹ :					\$ 39,621.25

Implementation Services

#	Description	Qty	Unit of Measure	Unit Cost	Discount	Net Price
8	SYSTEM INSTALLATION, CONFIGURATION, REPORTING, TRAINING	25	DAYS	\$ 2,200.00	0%	\$ 44,000.00
9	Total Implementation Services: ²					\$ 44,000.00
10	Total Software & Services					\$ 83,621.25

Notes:

1- "Annual Software Subscription": Is paid annually and includes support, maintenance, and all hosting costs (hardware, software, networking, security, backup, disaster recovery, etc.)

2- "Total Implementation Services": A one time cost for installation, configuration, reporting, training, etc.

Note: Line 10 is a combination of lines 7 and 9. Line 9 is a one-time cost. **Line 7 for software includes all software, cloud hosting, hardware, security, backup, support, and maintenance.** This is a subscription, so the software licenses will be renewed each year and line 7 is the yearly subscription cost.

Explanation of Quote:

1. Software Scope:

- a. Line 1 “Labworks LIMS Base Software Suite” for each option above includes all the core functionality and tools to set up and run the LABWORKS LIMS solution including but not limited to:
 - Sample Management
 - Analysis Management
 - Batch Management
 - Project Management
 - Workflow Architect
 - a. Sample management workflow
 - b. Analysis workflows
 - c. Specification violation workflow
 - d. Validation workflow
 - e. Reporting workflows
 - Label Designer and bar-code scanning
 - Report Designer
 - Statistical Quality Control Charting
 - Audit Trail and eSignature
 - QA/QC Batching + eWorksheets (Automated Benchsheets)
 - Certificate of Analysis
 - Instrument management
 - Personnel management
 - Corrective/Preventative management
 - Configuration of customer facing Exchange Portal
 - a. Catalogs
 - b. Organizations

- c. Forms
- Multiple Ad hoc data analytic tools
 - a. Data Viewer
 - b. Data Explorer
 - c. Work Queue Manager
 - d. Graphical Trend Viewer

In general, all LABWORKS modules/functionality is included in the Base Software Suite except:

- Instrument Integration (quoted)
- Inventory Management (quoted)
- ERP Connector (not quoted)
- Mobile Field Application (not quoted)
- External Customer Portal (quoted)
- Software Developers Kit included above with PI (Access to over >400 web services for custom development or integration with other systems) (not quoted)

2. “Software subscription model, It includes:

- a. 24x7 unlimited access to the support desk
 - i. <2-hour response for “Critical” items
 - ii. <8-hour response for non-critical items
- b. Assigned Technical Account Manager (TAM)
- c. Access to all new versions of software purchased (days of service to install not included)
- d. Hosting services
 - i. Database, Application, and Web servers (Hypervisors)
 - ii. Database and OS Software
 - iii. Network and bandwidth and all system security
 - iv. Back up (Hourly and daily)
 - v. Disaster recovery
 - vi. Software Maintenance (Database, OS, LABWORKS)

3. “Implementation, Installation, Configuration, and Training” includes everything needed to implement the software and to configure it to your requirements. We allocated 25 days based on based on our experience working with similar customers. Also, the estimated days assume that you will assign at least one administrator, who, with training, will participate in the Implementation and Configuration items below. We recommend that the administrator be someone from the lab as opposed to an IT person.

a. Implementation and Configuration include:

- i. Software installation
- ii. Setting user permissions and access controls
 - 1. Integration with Active Directory
 - 2. Single Sign-on via OAuth if desired
- iii. Creation of Sample Points or Products
- iv. Creation of Analysis/test codes
- v. Establish overall sample and analysis workflow
- vi. Sample Scheduling
- vii. Creation of sample login templates
- viii. Creation of results entry templates
 - 1. Creation of analysis result calculations
 - 2. Configuration of instrument interfaces limited to what is quoted above
- ix. Creation of specification violation workflows
- x. Creation of QC batch template
 - 1. Creation of 2-3 eWorksheets (Electronic Benchsheets). Labworks will train resources on how to create eWorksheets and work with them to create 2-3 eWorksheets, after which Labs Inc will create any additional eWorksheets with support from our support desk.
- xi. Creation of 2-3 moderate complexity reports. Labworks will train resources on how to create reports and work with them to create the initial 2-3 reports, after which Labs Inc will create any additional reports with support from our support desk.
- xii. Configuration of “Data Viewer” data view for ad hoc queries
- xiii. Implementation Inventory Management if purchased.
- xiv. Creation of Dashboards based on available “Tiles” from the Tile Library

b. Training includes:

- i. Administrator training

- ii. End user training by role, e.g.:
 - 1. Manager
 - 2. Super User
 - 3. Sample collection
 - 4. Sample receive/login
 - 5. Analyst
 - 6. Supervisor (Validation)
 - 7. Reporting

While the 25 days for implementation, configuration, training, are estimates, we feel confident that based on our understanding of your needs, the scope can be met within these timeframes. The only item that we feel could extend the timeline is if you have many custom reports that you want created or if there are other systems that need to be integrated. **We estimate that the 25 days of services will span a total of approximately 60 to 90 calendar days.**



1202 Musser Street
Muscatine, IA 52761-1645
(563) 263-2752
Fax (563) 263-3720

WATER & RESOURCE RECOVERY FACILITY

muscatineiowa.gov

TO: JON KOCH
FROM: PATTI FULLER-BLOECHL
SUBJECT: LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) IMPLEMENTATION
DATE: 7/23/2024

The Muscatine WRRF Environmental Laboratory was tasked with implementing a Laboratory Information Management Software (LIMS) Program. There are several types of software systems, cloud based versus on premise software systems.

I investigated several plants and inquired as to the type of system they had, how much they paid and when did they purchase the system. Most POTWs had purchased onsite system prior to the Covid outbreak. Cedar Rapids and Davenport both purchased Labworks LLC as an onsite system, versus a cloud based. They pay about \$15,000 annually for their onsite system. Lab works is moving towards the cloud-based system, and the prices have increased dramatically since 2019. The annual software subscription would be up to \$39,621.24 and a system startup of \$44,000.

Aquatic Informatics is the Hach Software Group. Their system has WIMS a program for the computers on premise, and Rio is their Cloud based program. MPW Water System uses the WIMS program, since they integrate it with their SCADA system. Their system is restricted to on premise. I propose we purchase the combined system, so that our industrial users and clients will be able to access their data and we can eventually add our SCADA system to the WIMS onsite program. The annual subscription is based on plant flow – at an averaged flow of 4 MGD the WIMS -Premier Fee is \$ 6,000 and the WIMS Rio at \$1,836 with a combined annual fee of \$ 7,836. The total price with startup, training, and report construction is \$ 45,804.00 and includes a free admission to the Aquatic Informatics Annual Conference.

The system that I would like to go with is the Aquatic Informatics – HACH WIMS Premier program due to the annual subscription fee \$ 7,836.

Attached are Quotes from LABWORKS Quote 1211123 and Aquatic Informatics Quote 18560

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**



City of Muscatine

ITEM NUMBER 2024-0336

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Randy Moeller, Vehicle and Equipment Maintenance Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Approve the Issuance of a Purchase Order in the Amount of \$25,385.00 to Ed Morse Auto Group for the Purchase of a 2024 Chevrolet Trailblazer for the Building and Zoning Division of Community Development.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve the issuance of a purchase order to Ed Morse Auto Group from Muscatine, Iowa in the amount of \$25,385.00 for the purchase of a 2024 Chevrolet Trailblazer.

STAFF RECOMMENDATION

Approve the purchase order to Ed Morse Auto Group in the amount of \$25,385.00.

BACKGROUND/DISCUSSION

The State of Iowa vehicle purchasing contract was used to identify a vehicle for purchase. The white Chevrolet Equinox was \$28,985.65 but not available for six to nine months. We solicited bids from our local car dealership, EMAG and they submitted a bid for a silver Chevrolet Equinox for \$29,300.00, within the 2% allowed for local vendors, so they would be the low bidder. We are really trying to keep a uniform fleet color of white, so they offered a bid on a 2024 white Chevrolet Trailblazer in the amount of \$25,385.00, they have this on the lot and ready to go. Randy Moeller has looked at the vehicle and compared it to the Equinox and finds no reason not to purchase the less expensive (\$3,915) vehicle as it has everything the State bid vehicle offered and more. There were no Trailblazers on the State bid.

CITY FINANCIAL IMPACT

Funding for this vehicle replacement was approved in the FY2024/2025 budget.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0331

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Joe Timmsen, Battalion Chief
Gerald Ewers, Fire Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order in the amount of \$49,905.20 to Karl Auto Group for a 2024 Chevrolet Tahoe 4WD 4 Dr Commercial Vehicle.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to Karl Auto Group in the amount of \$49,905.20 for a 2024 Chevrolet Tahoe 4WD 4 Dr Commercial Vehicle.

STAFF RECOMMENDATION

Staff recommends approving the purchase order to Karl Auto Group for the Fire Department Incident Command Vehicle.

BACKGROUND/DISCUSSION

The Fire Department Vehicle Replacement Plan estimates a 10-15 year life span for this vehicle. It is 15 years old. This vehicle is an old Police Department Tahoe that was taken out of service, repainted, and placed in service as the Fire Chief Vehicle. It was later repurposed to be the Incident Command Vehicle. This is a First Response vehicle staffed by the Shift Commander who responds to emergency and non emergency calls in order to be the incident commander of the emergency scene. It acts as the Incident Command area on emergency incidents for incoming information via computer, Accountability through command boards and accountability tags and communication versus radios. It also allows the Shift Commander to respond to calls in the South End District and leave the Public Safety Engine in it's half of the city and vice versa. Prior to this the Public Safety Engine would have to respond to the south end for EMS calls to support Station 2 ambulance. The current mileage is over 223,000 city miles. It has had numerous repairs and the public works vehicle maintenance supervisor supports this request. This vehicle replacement was requested in the last two budget request as a capital outlay request. This was approved for the 2024/2025 budget. The next replacement will be FY 37/38. Karl Auto has the state bid for these public safety Tahoe's so no other other bids. We were unable to secure a red Tahoe due to availability of vehicles, but was able to get a white one and we will use the same color scheme with red and black striping to

match our ambulance fleet. The is budgeted in the capital outlay in the equipment replacement fund. We have \$62,500 budgeted for the vehicle and accessories. The total cost for this vehicle and accessories will not exceed the budget amount of \$62,500.

CITY FINANCIAL IMPACT

There was \$62,500.00 budgeted for the purchase of a new incident command vehicle and accessories. Karl Chevrolet is the sole source for this purchase since they have the state bid for these vehicles. The total cost for vehicle and accessories will not exceed the \$62,500 budgeted for this purchase.

ATTACHMENTS

1. Karl Chevrolet lowest tahoe quote



Karl Auto Group

Danielle Stoermer | 5152646460 | D.Stoermer@karlchevrolet.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote Worksheet

	MSRP
Base Price	\$53,450.00
Dest Charge	\$1,995.00
Total Options	(\$225.00)
Subtotal	\$55,220.00
Karl Govt Discount	(\$1,900.00)
	\$0.00
Remote start	\$475.00
Subtotal Pre-Tax Adjustments	(\$1,425.00)
Less Customer Discount	(\$3,889.80)
Subtotal Discount	(\$3,889.80)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$49,905.20
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$49,905.20

Comments:

Government Agencies are allowed 20 days from date of delivery for balance to be paid in full. There will be a \$5.00 per calendar day after 20 days assessed to the account until payment received in full by Karl Chevrolet. By signing below you accept these terms as well as the quote in general.

Dealer Signature / Date

Customer Signature / Date

Gerald Perez 2/9/24

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



City of Muscatine

ITEM NUMBER 2024-0337

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Request to Authorize a Supplemental Purchase Order to Valley Commercial Construction in Amount of \$177,697.00, for Additional Work Needed to Complete the Demolition of a Structurally Unsound Hazardous Building Located at 417 Mulberry Avenue

EXECUTIVE SUMMARY

This purchase order is an amendment to the original order for demolishing the hazardous building at 417 Mulberry Avenue that was issued on June 6th. During demolition, it was discovered that the building at 417 Mulberry shares a wall with the Flickinger Learning Center at 413 Mulberry. To safely demolish 417 Mulberry without damaging the neighboring building, a new supporting wall must be built within the Flickinger building. Valley Commercial Construction has submitted a revised purchase order with a cost of \$177,697 for the additional work of building this new bearing wall.

STAFF RECOMMENDATION

Approve.

BACKGROUND/DISCUSSION

The structure, located at 417 Mulberry Ave, has been vacant for more than two decades. In the fall of 2023, an inspection of this structure by Andy Oien, Building Division Manager, found it to be a dangerous and unsafe structure as per City Code Sections 9-3-3(R) and Sections 9-3-3(R)(8). A notice to demolish or repair the dangerous structure by February 17, 2024, was mailed to the property owner's address on file with the assessor's office on December 19th, but was returned as undeliverable. The notice was resent on January 11th to the address of record and several other associated addresses, with a new deadline of March 11th. In March, the property owners, residing in Texas, contacted the Community Development Department but did not present any plans for repair or demolition, nor did they grant permission for an interior inspection.

Concerns about the deteriorating facade and rear brick decay prompted the City of

Muscatine to obtain an administrative search warrant on April 24, 2024, granting access to City staff to assess the building's interior. The inspection revealed severe structural damage and an imminent risk of collapse. Due to the danger to the public and neighboring properties, the city determined that immediate demolition is necessary, and a purchase order for Valley Commercial Construction in the amount \$65,000 was approved at the June 6th City Council meeting.

Contrary to the best available information available prior to the start of the demolition work, initial removal of material revealed that 413 Mulberry and 417 Mulberry share a party wall. When it was discovered that the buildings shared a wall, demolition was stopped. The contractor brought in a structural engineer to create a plan for building a new supporting wall at 413 Mulberry to prevent its collapse once the neighboring building is demolished. It should be noted that the scope and cost of work necessary to address this party wall would not have changed even with prior knowledge of its existence.

The new supporting wall should be built quickly, and the contractor is ready to start immediately after approval. The entire demolition project is still on schedule to finish by the end of summer. Throughout this process, the city has kept neighboring property owners informed and has worked to minimize disruptions caused by safely bringing down the dangerous structure at 417 Mulberry. The property owner of 417 Mulberry Avenue would typically be billed for the cost of the entire cost of demolition, including the construction of this supporting wall. If the bill, with or without the wall, is not paid, demolition and the administrative costs will be assessed to the property.

At the July 18, City Council meeting, a request for a supplemental purchase order for 413 Mulberry was tabled. Council requested staff explore acquiring 413 Mulberry and relocating Flickinger instead of building a new bearing wall. This would then allow for both 413 and 417 Mulberry to be demolished and the resulting vacant lots to be sold for redevelopment. Staff was also instructed to inquire about Flickinger's willingness to consider this alternative plan.

Valley Commercial Construction quoted \$61,000 to demolish the Flickinger building at 413 Mulberry Avenue. This price excludes asbestos assessment and abatement, which they don't offer. An asbestos assessment typically costs a few thousand dollars. Abatement cost is unknown until the assessment is complete, but due to the building's age (which was built in 1885 for the front portion and 1964 for the rear two-thirds), asbestos requiring abatement prior to demolition is highly likely to be present.

Demolishing 417 Mulberry, a smaller building than 413 Mulberry, costs more (\$65,000) because it is too unstable for a safe asbestos assessment or abatement. Federal regulations still allow demolition in such cases, but require extra precautions and all waste generated must then be disposed of in a manner presuming it was contaminated with asbestos. These requirements substantially increase demolition costs.

The relocation of Flickinger would require the acquisition of a suitable building to

relocate them to. Their current facility at 413 Mulberry has around 6,500 square feet of occupied space, which includes below grade space in the 1964 addition, which is actively used by Flickinger for programming. There is very little real estate currently on the market of comparable size. Staff identified two nonresidential buildings larger than 4,000 sf currently for sale.

- **128 W. 2nd St (Former Sino-American Friendship Center):** 10,400 sq ft, for sale by owner for \$750,000.
- **224 E. 3rd St (Vineyard Church):** 20,345 sq ft, listed for \$500,000.

Other buildings meeting this criteria that sold or went under contract in the past year include:

- **301 E. 2nd St (Journal Building):** 10,111 sq ft, sold for \$390,000
- **701 Orange (Old Skateland):** 8,400 sq ft, sold for \$215,000
- **1112 Fillmore (Former Live, Laugh, Love Daycare):** 6,700 sq ft, sold for \$400,000
- **2007 Grandview Ave (former Fastenal Building):** 5,180 sq ft, was listed for \$415,000
- **3901 N. Highway 38:** 4,000 sq ft, was listed for \$799,000

No recent sales of vacant downtown land are available to determine the value of parcels at 413 and 417 Mulberry Avenue after demolition. However, the Assessor's Office provided estimated assessed values for these parcels as vacant lots:

- **417 Mulberry Avenue:** 2,100 sq ft - \$7,160
- **413 Mulberry Avenue:** 13,000 sq ft - \$33,370

The staff met with the Director and a Board member of Flickinger to discuss how they are currently being affected as well as relocation needs.

Current operations being affected: They have been able to relocate their summer activities (Teen Center and PreK programming) due to the smaller size of those groups, but are concerned about their program start date of September 3, when 40–50 students will attend after school programming each day. It would be difficult to temporarily relocate that programming.

Relocation Option: Flickinger would be willing to relocate, but to identify a space that would support effective operations would not be an easy feat. They would need the following to seriously consider relocation.

1. 4,000-5,000 square feet of space, that is code compliant and able to be separated into four spaces/rooms
2. Cost covered for moving and relocating all equipment

3. Fully functional kitchen
4. Minimum of two restrooms
5. Parking spaces for 12–15 vehicles
6. Secure and controlled access points
7. Location to cover the demographic area that we cover, or assistance/partnership with providing transportation

CITY FINANCIAL IMPACT

An additional cost of \$177,697 to complete the demolition would be required and is available from the demolition fund..

ATTACHMENTS

1. 417 Mulberry Reconstruction Quote (1)



July 12, 20224

April Limburg
Planner
City of Muscatine

RE: REVISED Re-Construction of 417 Mulberry Ave

Dear April,

Please find below pricing as requested for the construction of new floor and roof bearing walls at the North elevation of the Fickinger Learning Center prior to the demolition of the building to the North, and a new Flickinger Learning Center finished exterior wall once the building is demolished. This quote is based on recommendations provided by Stanley Engineering, site visits to review existing conditions, and input from City of Muscatine Staff.

Scope of Work to be Completed Prior to Demolition of 417 Mulberry Ave.:

- Mobilization
- Temporary enclosure already installed after start of demolition
- Minor demo & cleanout of basement
- Demo carpet at North wall
- Cut floor deck at north wall for access to basement
- Cut existing ceiling tile and grid back from North wall
- Hand demo around existing roof joists at north wall
- Install new footing in basement:
 - 8" X 16" poured concrete pad footing along existing North foundation wall
 - (2) #4 bars continuous in footing
 - #4 bar vertical doweled into existing floor slab 48" O.C.
- New 8" CMU masonry foundation wall:
 - 8" X 16" CMU masonry wall
 - #4 bar vertical 48" O.C. – core grouted full
 - Top of wall bond beam with continuous #4 horizontal
- Treated 2X8 top plate bolted to CMU bond beam 48" O.C. to carry existing floor joists
- Patch in floor deck removed for access
- Frame new 2X6 wall on existing floor deck over CMU Wall to carry existing roof joists
- Plywood interior of 2X6 wall to protect space while building is being demolished
- Shore existing foundation of building to the North of 417 Mulberry during demolition



Scope of work to be Completed After Demolition of 417 Mulberry Ave.:

- Frame new 2X6 exterior wall on old existing foundation
- Tie existing roof joists to new wall and install hurricane clips - new wall framing to run past top of joists for new parapet wall
- Sheet new exterior wall and parapet with 19/32" OSB
- Install fluid applied vapor barrier on exterior wall
- Install new ACM panel siding to match the existing front of the Flickinger Learning Center
- Install new roofing membrane patch-in at new exterior wall up & over parapet – install new cap flashing
- Remove temporary OSB sheeting on new interior Flickinger Learning Center Wall
- Rough in new electrical in new exterior wall (\$8,500 Allowance)
- R-13 Batt insulation of new double exterior wall
- 5/8" type "X" sheetrock over visqueen vapor barrier at new exterior wall
- Finish drywall and paint new wall
- Tie existing ceiling back into new exterior wall
- Patch in new carpet and base at new exterior wall

General Conditions

- Project Management
- On-Site Supervision
- Temporary partitions
- Dumpsters
- Temporary toilet
- Equipment & tool rental
- Cleaning

The total cost to complete the scope of work listed above is:

\$177,697 (One Hundred Seventy Seven Six hundred Ninety Seven Dollars)

Thank you for the opportunity to quote this work. Feel free to contact me if you have questions.

Scott Illingsworth
Project Manager



City of Muscatine

ITEM NUMBER 2024-0346

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Steve Snider, Assistant Police Chief

SUBJECT

Request to Approve a Professional Services Agreement with Bolton & Menk for an amount not to exceed \$37,092.00 to Provide Civil Engineering Services for the Construction of a Shooting Range for the proposed Law Enforcement Training Facility located at the Muscatine Municipal Airport.

EXECUTIVE SUMMARY

Bolton & Menk will provide civil engineering design services required for the construction of a private shooting range for law enforcement training at the Muscatine Municipal Airport. Construction plans and documents will be prepared in general conformance with the Iowa Statewide Urban Design and Specifications with special provisions compliance with NRA Range Source Book design guidance.

STAFF RECOMMENDATION

Staff Recommends Approval

BACKGROUND/DISCUSSION

Bolton & Menk will provide civil engineering design services required for the construction of a private shooting range for law enforcement training at the Muscatine Municipal Airport. Construction plans and documents will be prepared in general conformance with the Iowa Statewide Urban Design and Specifications with special provisions compliance with NRA Range Source Book design guidance. Bolton & Menk will prepare final construction drawings and a final cost estimate and submit to the City for review and approval.

CITY FINANCIAL IMPACT

Project costs are shared equally with Muscatine County. The City's portion will be paid from the 2024 bond issue proceeds.

ATTACHMENTS

1. Law Enforcement Training Facility
2. updated contract

EXHIBIT I
CONSULTANT'S SERVICES
LAW ENFORCEMENT TRAINING FACILITY
CITY OF MUSCATINE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering design services required for the construction of a private shooting range for law enforcement training at the Muscatine Municipal Airport. The shooting range will be designed to meet the National Rifle Association (NRA) standards for range construction. The proposed range will be situated on the property at the location shown on the attached concept site plan. The range will consist of a backstop and side protectors constructed of earthen materials imported from off site. Site drainage will be designed to contain stormwater on-site. All the newly excavated area, as well as the backstop and side barriers, will be seeded. Access to the proposed shooting range will be from the existing 57th Street gravel roadway and a new extension of 57th Street to the east to a new gravel driveway through city-owned property then north and west to the shooting range location. Location of driveway in relation to the airport fencing will be determined and a new gate will be installed at the location where the new access driveway enters the existing airport fence. A small gravel parking lot will be built next to the shooting stations. Space will be allocated for a future building, however no building improvements and no site electrical service are included in this scope of work.

I.A. BASIC SERVICES

1. For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:
2. Meet with the City to define the scope of the project and to determine the nature of the improvements and scope of construction documents.
3. Obtain topographic, property boundary, and other base mapping from the Iowa Statewide LIDAR data set, the Muscatine Area Geographic Information Consortium, and available airport layout plan maps to layout proposed site improvements and no topographic survey shall be conducted for this project.
4. Prepare preliminary design plans and submit copies to the CLIENT for review and comment.
5. Construction plans and documents will be prepared in general conformance with the Iowa Statewide Urban Design and Specifications with special provisions compliance with NRA Range Source Book design guidance.
6. Prepare site layout drawings for the shooting range geometry and design details of side berms, backstop, storm drainage structures, gravel driveway, and gravel access paths.
7. Prepare preliminary design drawings (approximately 50% design development) and a preliminary cost estimate (subject to limitations herein) and submit same to the CLIENT for review and approval.
8. Prepare final construction drawings and a final cost estimate (subject to limitations herein) and submit same to the CLIENT for review and approval.
9. Attend up to two design review meetings with the City to review the preliminary and final plans and shall incorporate design revisions which result from these meetings into the construction drawings.
10. Create a Construction Site Erosion Control Plan. SWPPP preparation and SWPPP management and Notice of Intent (NOI) for coverage under DNR NPDES General Permit No. 2 for stormwater

discharge associated with construction activities over 1 acre will be provided by the construction Contractor as part of the construction contract.

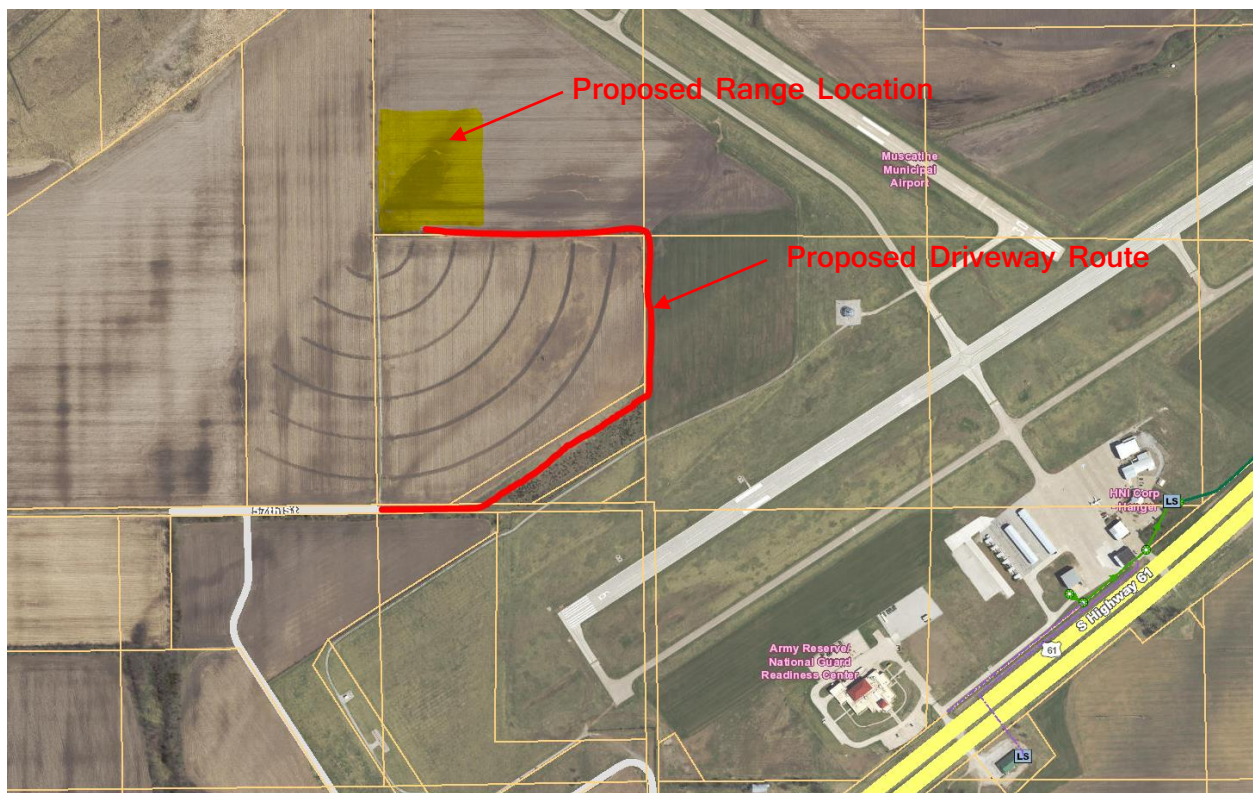
11. Review and Update Airport Layout Plan (ALP)
 - a. Show Location and Layout of Range
 - b. Coordinate Update with FAA Central Region Office
11. Formal Section 743 Request
 - a. Prepare and Coordinate with FAA
 - b. Include
 - i. Updated ALP
 - ii. Update Property Map
 - iii. On-Airport Land Use Map
 - iv. Supporting Deeds and/or Conveyance Documents on Land Ownership
 - v. Desktop Environmental Review
 - vi. Project Description and Alterations to Airport or Airport Facilities
 1. Coordination of Access and Security Requirements with FAA
12. Complete and Submit Airspace Documents
 - a. Form 7460's for Project (Airspace Coordination)

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services which are not included in the basic services:

1. Permitting of proposed improvements. It is assumed that the City of Muscatine will acquire all necessary construction permits.
2. Topographic survey of existing site conditions
3. Construction bidding assistance
4. Construction contract administration
5. Construction staking
6. Coordination of funding
7. Property boundary or property easement or acquisition services
8. All other services not specifically identified in Sections I.A or I.B of this Exhibit.
9. Design of shooting stations or other site structures
10. Design of site utilities other than stormwater drainage



AGREEMENT FOR PROFESSIONAL SERVICES

LAW ENFORCEMENT TRAINING FACILITY

CITY OF MUSCATINE and BOLTON & MENK, INC.

This Agreement, made this _____ day of _____, 2024, by and between City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761, ("CLIENT"), and BOLTON & MENK, INC., 401 1st Street SE, Cedar Rapids, Iowa 52401, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Law Enforcement Training Facility ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F.** The CONSULTANT’S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or “municipal advisor” (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.
- G.** The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.
- H.** The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT’S personnel in performance of the Services. Total fees for the Services shall not exceed \$37,092.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.

(Remainder of this page intentionally left blank)

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-248
Project Manager	\$145-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-168
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-170
Landscape Architect	\$120-148
Landscape Designer	\$100-135
Licensed Project Surveyor	\$160-195
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$90-168
Specialist*	\$95-205
Practice Expert**	\$225-308
Senior Principal	\$195-308
Principal	\$160-235
Administrative/Corporate Specialists	\$75-120
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

- The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.

3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

- A. STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.
- C. LIMITATION OF LIABILITY**
 1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from

losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.

2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such

information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of one (1) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
 4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
 5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.
- L. INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- M. CONTINGENT FEE.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.
- N. NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
- O. ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- Q. SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- R. CONTROLLING LAW.** This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.
- S. DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc. _____

Mayor _____



City of Muscatine

ITEM NUMBER 2024-0342

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

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

SUBJECT

Request To Approve The Issuance Of A Purchase Order To Central Petroleum Equipment Company For \$34,205.85 For The Purchase And Install Of A Fuel Tank System.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests the purchase of a fuel tank with install for the park maintenance facility in Weed Park. We are asking that \$34,205.85 be approved for Central Petroleum Equipment Company as they were the lowest bid.

STAFF RECOMMENDATION

City staff recommends approval

BACKGROUND/DISCUSSION

The park maintenance facility currently does not have a fuel tank on site for filling equipment ranging from mowers to heavy equipment. This tank will supply both non-ethanol gasoline for mowers and diesel for large equipment.

CITY FINANCIAL IMPACT

In the FY 24/25 Park Maintenance budget, \$25,000 was approved for the purchase and installation of a fuel tank. The overage will be covered by other identified city projects.

ATTACHMENTS

1. Bid Results Fuel Tank

Event Number

Event Title

Event Description

Event Type

Issue Date

Close Date

2024-0071 Addendum 1

Parks & Rec - Park Maintenance - Fuel Tank

Vehicles and Equipment

6/27/2024 10:14:04 AM (CT)

7/24/2024 02:00:00 PM (CT)

City of Muscatine

Purchasing

Jennifer Eagle

jeagle@muscatineiowa.gov

563 263-0241

Organization

Workgroup

Event Owner

Email

Phone

Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Central Petroleum Equipment Company	Blue Grass	IA	7/24/2024 01:22:15 PM (CT)	1	\$34,205.85

SPRATT 012

NO BID

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



City of Muscatine

ITEM NUMBER 2024-0347

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

April Limburg, City Planner

SUBJECT

Request to Approve a Contract with SPARK Consulting to Complete an Intensive Survey for the Historic Preservation Commission Certified Local Government Grant.

EXECUTIVE SUMMARY

Presented for Council consideration is a request to approve a contract with SPARK Consulting in an amount not to exceed \$21,082 to conduct an intensive survey of the underground railroad in the City of Muscatine and Muscatine County to implement the Certified Local Government Grant.

STAFF RECOMMENDATION

Staff recommends the approval of the contract to Spark Consulting.

BACKGROUND/DISCUSSION

The City of Muscatine Historic Preservation Commission was awarded a Certified Local Government (CLG) Grant from the Iowa Economic Development Authority through the Iowa State Historic Preservation Office of Iowa to conduct an intensive survey of the underground railroad in the City of Muscatine and Muscatine County. A Request for Proposals was issued to secure a qualified consultant to the required intensive survey. Three responses were received, and SPARK Consulting received the highest score.

SPARK will complete an intensive survey of known resources and identify new resources in the City of Muscatine and Muscatine County that were connected to the Underground Railroad and Iowa Freedom Trail project. The consultant will lead at least two public presentations. The first will be at the beginning of the project to explain the goals of the project, the intensive-level survey process, historic building research, primary and secondary resources as they relate to the local and state Underground Railroad historical contexts, the National Register, and levels and criteria of significance. Findings will be presented at a meeting at the end of the project.

Other public meetings in Muscatine, West Liberty, and Atalissa will gather public input about

known properties and other potential Underground Railroad sites and 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 museums, online newspaper archives, and any sources identified through public input meetings related to the Iowa Freedom Trail in the city and county.

CITY FINANCIAL IMPACT

There is no financial impact. The Friends of the City of Muscatine Historic Preservation Commission group has agreed to provide the required match for the CLG grant.

ATTACHMENTS

1. Subcontract with Consultant - UGRR survey - Muscatine - 2024-07-25

**SUBCONTRACT FOR AN INTENSIVE LEVEL SURVEY OF SELECTED SITES ASSOCIATED WITH THE
UNDERGROUND RAILROAD IN MUSCATINE AND MUSCATINE COUNTY, IOWA**

This agreement, entered into this _____ day of _____ 2024, by and between the Muscatine Historic Preservation Commission, City of Muscatine, Muscatine, Iowa, hereinafter referred to as the COMMISSION and Rebecca Lawin McCarley, d.b.a. SPARK Consulting, Cedar Rapids, Iowa, hereinafter referred to as CONTRACTOR; witnessed:

In order to accomplish the objectives of an Intensive Level Survey of Selected Sites Associated with the Underground Railroad in Muscatine and Muscatine County, the COMMISSION and the CONTRACTOR for considerations and other conditions below, agree as follows:

1. The CONTRACTOR and COMMISSION will work jointly to complete Intensive Level Survey of Selected Sites Associated with the Underground Railroad in Muscatine and Muscatine County, Iowa, as outlined in the attached Contract between the COMMISSION and the State Historic Preservation Office / Iowa Economic Development Authority, hereinafter referred to as the State Contract, and as further specified below:
 - A. The CONTRACTOR agrees to assist the COMMISSION in the performance of the Intensive Level Survey of Selected Sites Associated with the Underground Railroad in Muscatine and Muscatine County, Iowa, as follows:
 - i. The CONTRACTOR will be responsible for the overall project coordination, supervision of volunteers, development of the draft and final survey reports, and final completion of the Iowa Site Inventory forms for the project.
 - ii. The CONTRACTOR will hold two public meetings in Muscatine on the project, one at the beginning of the project and one at the end of the project. Other project meetings may be held via Zoom or another online platform, as needed. The CONTRACTOR will provide training for volunteers in conjunction with the first public meeting in proper techniques to assist with various duties for the completion of the survey project, primarily related to research for the project. The CONTRACTOR will work with the COMMISSION on the publicity and public outreach for these meetings, including development of related press releases.
 - iii. The CONTRACTOR will conduct research on the Underground Railroad and anti-slavery activities in Muscatine and Muscatine County for use in preparation of a historic context for the survey project.
 - iv. The CONTRACTOR will develop six to ten Iowa Site Inventory forms for properties related to Underground Railroad and anti-slavery history in Muscatine and Muscatine County, with the COMMISSION providing research assistance for the selected properties. The Iowa Site Inventory forms will include a narrative

description (focused on the exterior of the property), statement of significance as related to the historic context developed for this project, additional property history as documented for this project, mapping, and at least one digital photograph for each property.

- v. The CONTRACTOR will prepare the draft and final survey reports, including a project summary, methodology, historic context, survey results, and recommendations.
 - vi. The CONTRACTOR will submit the draft report and two sample Iowa Site Inventory forms to the Muscatine Historic Preservation Commission and SHPO for review and comment. The report will be revised as needed, with the final report completed by the CONTRACTOR. The CONTRACTOR will submit four bound copies of the final report, one printed copy of the Iowa Site Inventory forms, and two USB drives or CDs with the report, forms, and digital photographs, to the Muscatine Historic Preservation Commission, as well as submit digital copies in pdf of the final report, Iowa Site Inventory forms, and photographs to the State Historic Preservation Office per current guidelines (currently via ESHPO).
 - vii. The Intensive Level Survey of Selected Sites Associated with the Underground Railroad in Muscatine and Muscatine County, Iowa, will be completed in conjunction with the COMMISSION hosting the Preserve Iowa Summit in June 2025. The CONTRACTOR may participate in meetings related to the Preserve Iowa Summit and may participate in a session related to the survey project at the Preserve Iowa Summit. The CONTRACTOR, however, does not have any specific responsibilities under this contract to complete in relation to the COMMISSION hosting the Preserve Iowa Summit or presenting at the Preserve Iowa Summit.
- B. The COMMISSION will provide a local Project Director and suitable people, hereinafter referred to as "volunteers," to assist with the Intensive Level Survey of Selected Sites Associated with the Underground Railroad in Muscatine and Muscatine County, Iowa, and complete various responsibilities as follows:
- i. The Project Director will assist in arranging the public meetings and volunteer training, as well as coordinating publicity about the project. The Project Director will serve as the local contact with the media regarding the project.
 - ii. The Project Director will take the lead for the COMMISSION in the recruitment of volunteers and ensure that they are notified about the training session to be held in conjunction with the initial public meeting, as well as any subsequent meetings and trainings. The Project Director and the COMMISSION are responsible for providing a suitable number of volunteers to complete the responsibilities of the volunteer component for the survey project, as well as ensuring and tracking that the required volunteer hours are met and documented.

- iii. The Project Director and volunteers will attend the initial public meeting and training session conducted by the CONTRACTOR, complete research on the Underground Railroad and anti-slavery activities in Muscatine and Muscatine County, complete site visits and photographs for the selected sites for the survey project, and submit all information to the CONTRACTOR as directed in the training. This work by volunteers is anticipated to be completed from September 2024 to January 2025. Delays related to the completion of this work may result in overall delays for the completion of this project.
 - iv. The Project Director and volunteers will participate in additional project meetings and training by the CONTRACTOR for coordination of the overall project and to ensure the quality of work.
 - v. The Project Director will take the lead in working with the State and a planning committee on the coordination and planning for the COMMISSION to host the Preserve Iowa Summit in June 2025. Volunteers will likewise be recruited by the COMMISSION and Project Director for responsibilities in hosting the Preserve Iowa Summit, including registration, moderating sessions, providing directions for attendees, and general setting up, running, and tearing down of the conference. This work by the Project Director and volunteers is anticipated to be concentrated from January to June 2025, with some earlier planning meetings.
 - vi. The Project Director will complete other responsibilities for the State Historic Preservation Office / Iowa Economic Development Authority as outlined in the State Contract for the CLG grant, such as photographs documenting the project, quarterly progress reports, and a final project report.
- C. The CONTRACTOR will periodically review the work product produced by the volunteers to determine its quality, and the CONTRACTOR will conduct additional training of the volunteers as necessary to maintain the quality of their work product as required by the State Contract.
- D. The following acknowledgments will be included in all work products created as part of this project:

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 in this document 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.

2. The COMMISSION will pay the CONTRACTOR an amount not to exceed \$21,082 for services and expense reimbursement under this contract. The CONTRACTOR will be paid at a rate of \$80 per hour. The number of hours spent by the CONTRACTOR in fulfilling the terms of this Contract shall be reflected on a billing submitted to the COMMISSION. The billing shall specify hours by date and project phase.
3. The COMMISSION shall reimburse the CONTRACTOR for automobile mileage, meals, lodging, and other expenses necessary to complete the duties and responsibilities of the Contract. The rate of reimbursement for mileage will be \$.39 per mile and for per diem will be \$120 per day for meals and lodging. Additional expenses will be billed as actual costs.
4. The terms of this agreement shall begin upon the execution of this contract by the Chief Elected Official (Mayor/Chairman of the County Board of Supervisors) and shall terminate on July 31, 2025.
5. The COMMISSION may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR at 1630 Park Ave SE, Cedar Rapids, IA 52403. In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment shall be based upon the number of hours as certified by the CONTRACTOR times the hourly rate, plus expenses.
6. The CONTRACTOR may terminate this agreement by giving a 21-day notice by certified mail to the Chief Elected Official (Mayor/Chairman of the County Board of Supervisors). In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment shall be based on the number of hours worked as certified by the CONTRACTOR times the specified hourly rate, plus expenses.
7. Reproduction and use of the reports and documentation produced from this agreement shall be at the discretion of the COMMISSION.
8. The CONTRACTOR'S obligation and duties under this Contract shall not be assigned without the permission of the COMMISSION.
9. In performing the functions set forth in this agreement, it is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that all work performed hereunder shall be conducted in a professional and satisfactory manner. Furthermore, the CONTRACTOR shall hold harmless the COMMISSION for any injury or damage caused by the acts or omissions of the CONTRACTOR on employees or agents and the CONTRACTOR agrees to indemnify the COMMISSION for any such injury or damages.
10. This certification is required by Section 1352, Title 31, U.S. Code. The sub-grantee certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form 1963 "Disclosure Form to Report Lobbying," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED
THIS _____ DAY OF _____ 2024.

CONTRACTOR:

Rebecca Lawin McCarley
d.b.a. SPARK Consulting

CHIEF ELECTED OFFICIAL FOR MUSCATINE:

Brad Bark, Mayor



City of Muscatine

ITEM NUMBER 2024-0348

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Approve Change Order Number 1 for the West Hill Sewer Separation Project Phase 6C in the Amount of \$688,240.51

EXECUTIVE SUMMARY

Presented for Council consideration is a request to issue Change Order Number 1 for the West Hill Sewer Separation Phase 6 C contract for the amount of \$688,240.51. This change order is to replace a portion of the Upper West Branch Sewer at the intersection of Iowa Avenue and E 11th Street, as well as place new infrastructure to plan for the eventual decommissioning of the UWBS.

STAFF RECOMMENDATION

To approve the request

BACKGROUND/DISCUSSION

In the Spring of 2024, the contractor did an exploratory dig next to the Upper West Branch Sewer (UWBS). During this dig it was discovered that a portion of the UWBS was limestone construction and pieces of the limestone fell into the excavation. The contractor immediately backfilled to prevent further damage. The city engineer and design consultant (Stanley Consultants) began digging into the history of this section and found a collapse had occurred immediately upstream of this area in 1949. The fix at that time for this collapse is partially restrictive to the flow of water. Due to past issues in this area with the tunnel, degradation of the tunnel during construction, and the tunnel age, it was determined that the safest long term solution was replacement. The State Historic Preservation Office (SHPO) has been notified and the city has worked with them throughout this process. Part of this change order will be the city documenting the removal for SHPO. The replacement involves removing the 75 feet of UWBS that is limestone and replacing it with 60 inch reinforced concrete pipe, as well as running new 60 inch pipe up to the entrance of Iowa Field for future use in bypassing the UWBS as it goes between homes and under buildings.

CITY FINANCIAL IMPACT

Funds for this project are available from the Local Option Sales Tax and State Revolving Fund

ATTACHMENTS

1. 2024-7-29 CO-1

CONTRACT MODIFICATION

		Non-
	Part	Part
Non-Substantial	☐	☐
Substantial	☒	☐

No: CO 1Concurrence DateContract ID: West Hill Phase 6CCounty: Muscatine

Accounting ID: _____

Project No: N/AKind of Work: Sewer SeparationDate Prepared: 7-29-24Contractor: Langman Construction, Inc

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

This change order is to establish pay items and costs for work related to the replacement of a portion of the Upper West Branch Sewer (UWBS) and to establish infrastructure for a future bypass of the UWBS. During initial exploratory excavation at Iowa Avenue and East 11th Street, it was found that a portion of the UWBS is made of a combination of limestone and brick. While excavating off to the side of the tunnel, limestone began to fall into the excavation. In order to maintain public safety and long term functionality of the UWBS it was decided to remove and replace the limestone portion of the tunnel as well as place a pipe for future use in the eventuality that the UWBS needs to be decommissioned.

Plans for this replacement can be see attached to this change order, along with the ITC outlining the nature of the work. 8 items are adjusted by this change, and another 6 items are added by this change.

The adjusted items are as follows

1. Reduce Item 45, Storm Sewer 15" Class IV RCP , by 155 LF at a unit price of \$80.00 per LF for a total reduction of -\$12,400.00
2. Increase Item 46, Storm Sewer 18" Class IV RCP , by 72 LF at a unit price of \$90.00 per LF for a total increase of \$6,480.00
3. Reduce Item 47, Storm Sewer 24" Class IV RCP , by 479 LF at a unit price of \$100.00 per LF for a total reduction of -\$47,900.00
4. Increase Item 48, Storm Sewer 60" Class IV RCP , by 543 LF at a unit price of \$950.00 per LF for a total increase of \$515,850.00
5. Reduce Item 63, Storm Manhole Flat Top SW-401 5' Diameter (up to 8' deep), by 3 EA at a unit price of \$6,500.00 EA for a total reduction of -\$19,500.00
6. Reduce Item 64, Manhole Replacement Riser Sections, 3' Riser, by 20.7 LF at a unit price of \$700.00 per LF for a total reduction of -\$14,490.00
7. Reduce Item 68, Storm Inlet SW-501, by 2 EA at a unit price of \$4,000.00 EA for a total reduction of -\$8,000.00
8. Increase Item 70, Storm Inlet SW-502 5', by 2 EA at a unit price of \$7,340.00 EA for a total increase of \$14680.00

CONTRACT MODIFICATION

No: CO 1

		Non-
	Part	Part
Non-Substantial	☐	☐
Substantial	☒	☐

Concurrence Date _____

Contract ID: West Hill Phase 6C

County: Muscatine

Accounting ID: _____

Project No: N/A

Kind of Work: Sewer Separation

Date Prepared: 7-29-24

Contractor: Langman Construction, Inc

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

The additional items are as follows

1. Add Item, Rectangular Base/Circular Top Storm Sewer Manhole SW-404 96"W X 108" L With 48" Riser, by 1 EA at a unit price of \$68,719.77 EA for a total increase of \$68,719.77
2. Add Item, Storm MH SW-401 96" Diameter, by 3 EA at a unit price of \$32,438.82 EA for a total increase of \$97,316.46
3. Add Item, Mitered RCP Bends/Fittings, by 2 EA at a unit price of \$11,195.35 EA for a total increase of \$22,390.70
4. Add Item, Concrete Collar, by 2 EA at a unit price of \$14,501.36 per EA for a total increase of \$29,002.72
5. Add Item, Tee-Section Storm Sewer Manhole SW-405, by 1 EA at a unit price of \$13,700.36 EA for a total increase of \$13,700.36
6. Add Item, Remove Existing UWBS, by 75 LF at a unit price of \$298.54 per LF for a total increase of \$22,390.50

The total value of this change order is \$688,240.51.

Contract Time Adjustment: ☒ No Time Added ☐ Time Added _____ ☐ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: Brian Gaul
Contractor

7/29/2024
Date

Recommended: _____
Site Staff Date

Approved: [Signature]
City Engineer

7/30/24
Date

Approved: _____
Public Works Director Date

Federal Participation ☐ Approved ☒ Not Eligible

City of Muscatine _____
Mayor (if required) Date

DWG	ITEM	ADD/ DELETE	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED COST	NOTES
M.01	45 DELETE		STORM SEWER, 15", CLASS IV RCP	LF	-99	\$ 80.00	\$ (7,920.00)	between ST23 and ST1
M.01	45 DELETE		STORM SEWER, 15", CLASS IV RCP	LF	-1	\$ 80.00	\$ (80.00)	BETWEEN ST24L AND I7
M.17	45 DELETE		STORM SEWER, 15", CLASS IV RCP	LF	-58	\$ 80.00	\$ (4,640.00)	between i4 and i3
M.17	45 ADD		STORM SEWER, 15", CLASS IV RCP	LF	34	\$ 80.00	\$ 2,720.00	between i4 and i3
M.13	45 ADD		STORM SEWER, 15", CLASS IV RCP	LF	1	\$ 80.00	\$ 80.00	between i1 and i2
M.13	45 ADD		STORM SEWER, 15", CLASS IV RCP	LF	-1	\$ 80.00	\$ (80.00)	between i17 and i8
M.14	45 DELETE		STORM SEWER, 15", CLASS IV RCP	LF	-31	\$ 80.00	\$ (2,480.00)	between i5 and i6
M.01	46 ADD		STORM SEWER, 18", CLASS IV RCP	LF	100	\$ 90.00	\$ 9,000.00	between ST23T and ST1
M.14	46 DELETE		STORM SEWER, 18", CLASS IV RCP	LF	-28	\$ 90.00	\$ (2,520.00)	between MH 9030 and i5
M.10,	47 DELETE		STORM SEWER, 24", CLASS IV RCP	LF	-479	\$ 100.00	\$ (47,900.00)	24" between ST24 and ST17
M.10, M.11, M.25	48 ADD		STORM SEWER, 60", CLASS IV RCP	LF	543	\$ \$950.00	\$ 515,850.00	REPLACE UWBS
M.10	63 DELETE		STORM MANHOLE, FLAT TOP, SW-401, 5' DIAMETER (UP TO 8' DEEP)	EA	-3	\$ 6,500.00	\$ (19,500.00)	st15 and st16 and st17
M.01	64 DELETE		MANHOLE REPLACEMENT RISER SECTIONS, 3' RISER	LF	-20.7	\$ 700.00	\$ (14,490.00)	at mnh 9030/ST25, at st 23, ST24
M.01	68 DELETE		STORM INLET, SW-501	EA	-2	\$ 4,000.00	\$ (8,000.00)	i5 and i6 inlets
M.01	70 ADD		STORM INLET, SW-502, 5'	EA	2	\$ 7,340.00	\$ 14,680.00	i5 and i6 inlets
M.10, M.01	NEW ADD		RECTANGULAR BASE/CIRCULAR TOP STORM SEWER MANHOLE, SW-404, 96" W X 108" L WITH 48" RISER	EA	1	\$ 68,719.77	\$ 68,719.77	ST 24L
M.10	NEW ADD		STORM MH, SW-401, 96" DIAMETER	EA	3	\$ 32,438.82	\$ 97,316.46	st15L, st 16L
A.04	NEW ADD		MITERED RCP BENDS/FITTINGS	EA	2	\$ 11,195.35	\$ 22,390.70	
A.06	NEW ADD		CONCRETE COLLAR	EA	2	\$ 14,501.36	\$ 29,002.72	
M.01	NEW ADD		TEE-SECTION STORM SEWER MANHOLE, SW- 405	EA	1	\$ 13,700.36	\$ 13,700.36	For MH ST23T on M.01
M.25	NEW ADD		REMOVE EXISTING UWBS	LF	75	\$ 298.54	\$ 22,390.50	
						\$ 688,240.51	\$	



INSTRUCTION TO CONTRACTOR

West Hill Area Sanitary and Storm Sewer Separation
Project

Project No. 17660.60.00

Langman Construction
Contractor

Contract No. Phase 6C

Phase 6C
Contract Description

Instruction No. 02

Date July 25, 2024

This instruction is issued to:

- ☐ Clarify drawings, specifications, or procedures.
- ☒ Request a proposal.
- ☒ Transmit drawings or documents for incorporation into the work.
- ☐ Other

ITC NO. 02 SUBJECT: REMOVE UWBS AND REPLACE WITH 60-INCH

Background:

The Upper West Branch Sewer (UWBS) is an old, combined truck sewer extending along low-lying areas between Sycamore Street and Logan Street. The UWBS size ranges from 4'x5' concrete or brick arch near Sycamore Street to a 3.2'x3.2' concrete box at Logan Street.

Removal of 4'x7' section of UWBS

During Phase 6C exploratory excavation was used to determine the UWBS bottom elevation at the Iowa Avenue and East 11th Street intersection and the exterior of the 4'x7' stone and brick arch section under Iowa Avenue was exposed. The exterior stones on the sewer segment were either disturbed during the excavation or the excavation uncovered external sewer deterioration.

During a different construction activity, the E 11th Street 18-inch sanitary sewer installation revealed an obstruction adjacent and attached to the north side of the UWBS. This underground obstruction was located approximately where the existing 4'x5' brick arch sewer transitions to the 4'x7' stone and brick arch section. The obstruction was removed to install the new 18-inch sanitary sewer. Deterioration of the UWBS exterior bricks was observed at this location.

(continued next page)

IF, IN YOUR OPINION, THIS INSTRUCTION INVOLVES WORK WHICH CHANGES THE CONTRACT PRICE OR TIME, YOU MUST SUBMIT A PROPOSAL OR NOTICE AS REQUIRED IN THE CONTRACT DOCUMENTS.

Prepared By: Stanley Consultants

City Approved By: _____

Because of these discoveries and the sewers age, the City has decided to remove and replace a 75' section of the existing 4'x7' stone and brick arch section under Iowa Avenue with a new 60" RCP.

60-inch Storm on Iowa Avenue

Between the properties 1104 Iowa Avenue and 1106 Iowa Avenue a section of the UWBS is positioned between the homes. The location of this pipe poses risk to private property if the sewer requires maintenance. This section was repaired in the 1950's with a smaller 48-inch pipe which creates a local bottleneck in the sewer.

Due to location of the existing UWBS between the homes, the City has decided to install a new 60-inch storm sewer extending from the Iowa Avenue and East 11th Street intersection along Iowa Avenue and extending into the Iowa Field entrance. This is around 470' of 60-inch RCP.

Instruction:

Contractor shall remove the existing UWBS and install a new 60-inch pipe and structures in accordance with the drawings included with this ITC. This change shall not begin until the City has received permission from the DNR to proceed with this change.

The following drawings are being issued with this ITC:

SHEET	REV
A.04	1
A.06	0
M.01	1
M.10	1
M.11	1
M.13	1
M.14	1
M.17	2
M.25	0

Attached to this ITC includes a table documenting quantity additions and deletions from the Contract. Contractor shall provide a price for all new items. Costs shall include all labor, materials, and equipment to complete the work shown on the drawings.

(continued next page)

IF, IN YOUR OPINION, THIS INSTRUCTION INVOLVES WORK WHICH CHANGES THE CONTRACT PRICE OR TIME, YOU MUST SUBMIT A PROPOSAL OR NOTICE AS REQUIRED IN THE CONTRACT DOCUMENTS.

Prepared By: Stanley Consultants
City Approved By: _____

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.

Karmen K. Heim

07-25-2024

(signature)

(date)

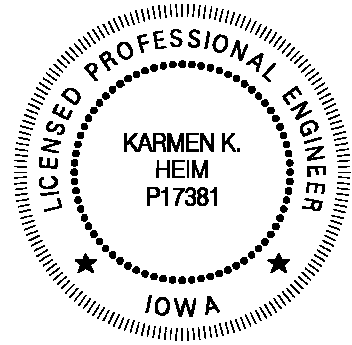
Printed or typed name: Karmen K Heim

License number: P17381

My license renewal date is: December 31, 2024

Pages or sheets covered by this seal:

ITC 02 and Rev 1 of A.04, M.01, M.10, M.11, M.13, M.14, M.25 and Rev 2 of M.17

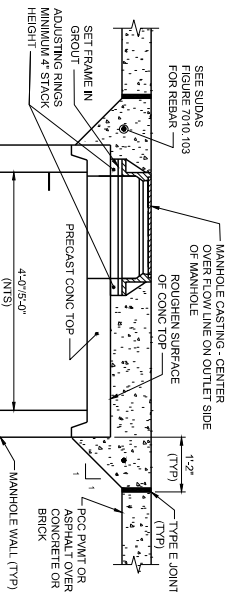


IF, IN YOUR OPINION, THIS INSTRUCTION INVOLVES WORK WHICH CHANGES THE CONTRACT PRICE OR TIME, YOU MUST SUBMIT A PROPOSAL OR NOTICE AS REQUIRED IN THE CONTRACT DOCUMENTS.

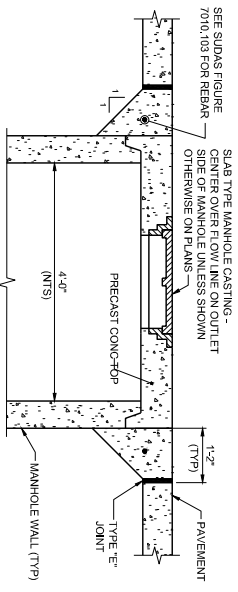
Prepared By:

Stanley Consultants

City Approved By:



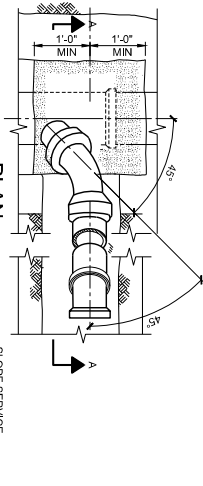
STANDARD FLAT TOP (4' & 5' DIA MANHOLES) SECTION
SCALE: 3/4\"/>



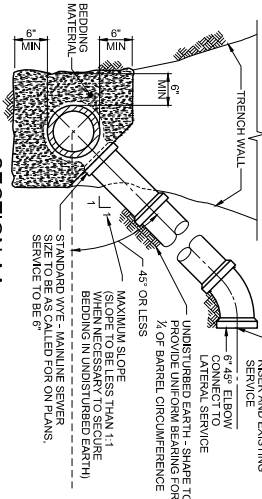
NOTE: FOR SIMILAR MANHOLE BASE DETAILS SEE ECCENTRIC MANHOLE

- NOTE:
1. USE ONLY WHERE PIPING TO FROM MANHOLE DOES NOT ALLOW ENOUGH UNDER PAVEMENT TO PERMIT INSTALLATION OF STANDARD MANHOLE
 2. CASTING EAST JORDAN 2270A WITH MACHINED BEARING SURFACES. SOLD COVER AND SHOP HANDS ON.
 3. PRECAST TOP DESIGNED FOR 120 LB LOADING.

DETAIL - FLAT TOP MANHOLE (LOW HEADROOM)
SCALE: 3/4\"/>



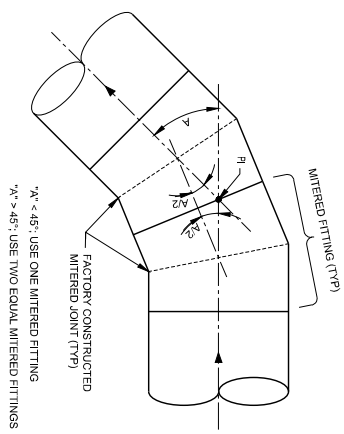
PLAN



SECTION AA

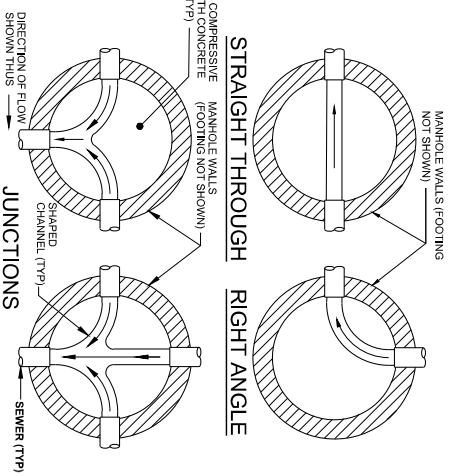
- NOTES:
1. FOR PIPE AND BEDDING MATERIAL SEE SPECIFICATIONS.

SEWER RISER
NO SCALE



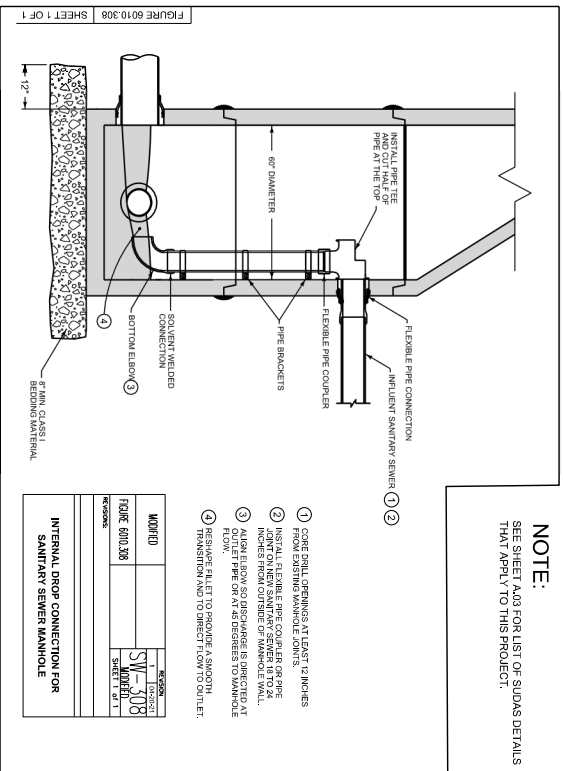
NOTE:
ALL STATIONING CONTINUOUS THRU PI WITH NO EQUALATION.

TYPICAL BEND DETAIL
SCALE: NONE



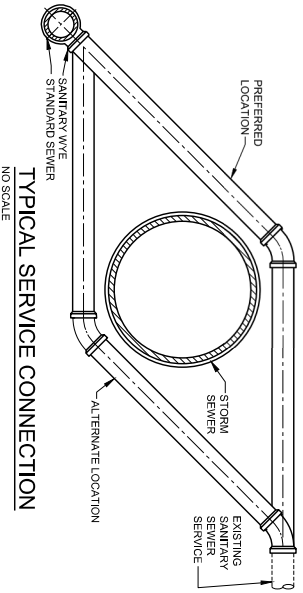
NOTES:
DEPTH OF ALL CHANNELS TO BE 3/4\"/>

MANHOLE BOTTOMS
SCALE: NONE

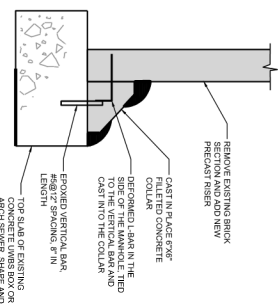


NOTE:
SEE SHEET A03 FOR LIST OF SUDAS DETAILS THAT APPLY TO THIS PROJECT.

MODIFIED	PROJECT
FIGURE 6010.308	SW-308
INCHES	FEET
1/8"	1/4"
1/4"	3/8"
3/8"	1/2"
1/2"	3/4"
3/4"	1"
1"	1 1/4"
1 1/4"	1 1/2"
1 1/2"	1 3/4"
1 3/4"	2"
2"	2 1/4"
2 1/4"	2 1/2"
2 1/2"	2 3/4"
2 3/4"	3"
3"	3 1/4"
3 1/4"	3 1/2"
3 1/2"	3 3/4"
3 3/4"	4"
4"	4 1/4"
4 1/4"	4 1/2"
4 1/2"	4 3/4"
4 3/4"	5"
5"	5 1/4"
5 1/4"	5 1/2"
5 1/2"	5 3/4"
5 3/4"	6"
6"	6 1/4"
6 1/4"	6 1/2"
6 1/2"	6 3/4"
6 3/4"	7"
7"	7 1/4"
7 1/4"	7 1/2"
7 1/2"	7 3/4"
7 3/4"	8"
8"	8 1/4"
8 1/4"	8 1/2"
8 1/2"	8 3/4"
8 3/4"	9"
9"	9 1/4"
9 1/4"	9 1/2"
9 1/2"	9 3/4"
9 3/4"	10"
10"	10 1/4"
10 1/4"	10 1/2"
10 1/2"	10 3/4"
10 3/4"	11"
11"	11 1/4"
11 1/4"	11 1/2"
11 1/2"	11 3/4"
11 3/4"	12"



TYPICAL SERVICE CONNECTION
NO SCALE



RISER CONNECTION DETAIL
SCALE: NONE

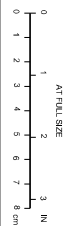
NO.	DATE	BY	CHKD	APPD	DATE
1	11/12/2024	WHS	ENS	WHS	07-25-2024
2	11/12/2024	WHS	ENS	WHS	07-25-2024
3	11/12/2024	WHS	ENS	WHS	07-25-2024
4	11/12/2024	WHS	ENS	WHS	07-25-2024
5	11/12/2024	WHS	ENS	WHS	07-25-2024
6	11/12/2024	WHS	ENS	WHS	07-25-2024
7	11/12/2024	WHS	ENS	WHS	07-25-2024
8	11/12/2024	WHS	ENS	WHS	07-25-2024
9	11/12/2024	WHS	ENS	WHS	07-25-2024
10	11/12/2024	WHS	ENS	WHS	07-25-2024
11	11/12/2024	WHS	ENS	WHS	07-25-2024
12	11/12/2024	WHS	ENS	WHS	07-25-2024
13	11/12/2024	WHS	ENS	WHS	07-25-2024
14	11/12/2024	WHS	ENS	WHS	07-25-2024
15	11/12/2024	WHS	ENS	WHS	07-25-2024
16	11/12/2024	WHS	ENS	WHS	07-25-2024
17	11/12/2024	WHS	ENS	WHS	07-25-2024
18	11/12/2024	WHS	ENS	WHS	07-25-2024
19	11/12/2024	WHS	ENS	WHS	07-25-2024
20	11/12/2024	WHS	ENS	WHS	07-25-2024
21	11/12/2024	WHS	ENS	WHS	07-25-2024
22	11/12/2024	WHS	ENS	WHS	07-25-2024
23	11/12/2024	WHS	ENS	WHS	07-25-2024
24	11/12/2024	WHS	ENS	WHS	07-25-2024
25	11/12/2024	WHS	ENS	WHS	07-25-2024
26	11/12/2024	WHS	ENS	WHS	07-25-2024
27	11/12/2024	WHS	ENS	WHS	07-25-2024
28	11/12/2024	WHS	ENS	WHS	07-25-2024
29	11/12/2024	WHS	ENS	WHS	07-25-2024
30	11/12/2024	WHS	ENS	WHS	07-25-2024
31	11/12/2024	WHS	ENS	WHS	07-25-2024
32	11/12/2024	WHS	ENS	WHS	07-25-2024
33	11/12/2024	WHS	ENS	WHS	07-25-2024
34	11/12/2024	WHS	ENS	WHS	07-25-2024
35	11/12/2024	WHS	ENS	WHS	07-25-2024
36	11/12/2024	WHS	ENS	WHS	07-25-2024
37	11/12/2024	WHS	ENS	WHS	07-25-2024
38	11/12/2024	WHS	ENS	WHS	07-25-2024
39	11/12/2024	WHS	ENS	WHS	07-25-2024
40	11/12/2024	WHS	ENS	WHS	07-25-2024
41	11/12/2024	WHS	ENS	WHS	07-25-2024
42	11/12/2024	WHS	ENS	WHS	07-25-2024
43	11/12/2024	WHS	ENS	WHS	07-25-2024
44	11/12/2024	WHS	ENS	WHS	07-25-2024
45	11/12/2024	WHS	ENS	WHS	07-25-2024
46	11/12/2024	WHS	ENS	WHS	07-25-2024
47	11/12/2024	WHS	ENS	WHS	07-25-2024
48	11/12/2024	WHS	ENS	WHS	07-25-2024
49	11/12/2024	WHS	ENS	WHS	07-25-2024
50	11/12/2024	WHS	ENS	WHS	07-25-2024
51	11/12/2024	WHS	ENS	WHS	07-25-2024
52	11/12/2024	WHS	ENS	WHS	07-25-2024
53	11/12/2024	WHS	ENS	WHS	07-25-2024
54	11/12/2024	WHS	ENS	WHS	07-25-2024
55	11/12/2024	WHS	ENS	WHS	07-25-2024
56	11/12/2024	WHS	ENS	WHS	07-25-2024
57	11/12/2024	WHS	ENS	WHS	07-25-2024
58	11/12/2024	WHS	ENS	WHS	07-25-2024
59	11/12/2024	WHS	ENS	WHS	07-25-2024
60	11/12/2024	WHS	ENS	WHS	07-25-2024
61	11/12/2024	WHS	ENS	WHS	07-25-2024
62	11/12/2024	WHS	ENS	WHS	07-25-2024
63	11/12/2024	WHS	ENS	WHS	07-25-2024
64	11/12/2024	WHS	ENS	WHS	07-25-2024
65	11/12/2024	WHS	ENS	WHS	07-25-2024
66	11/12/2024	WHS	ENS	WHS	07-25-2024
67	11/12/2024	WHS	ENS	WHS	07-25-2024
68	11/12/2024	WHS	ENS	WHS	07-25-2024
69	11/12/2024	WHS	ENS	WHS	07-25-2024
70	11/12/2024	WHS	ENS	WHS	07-25-2024
71	11/12/2024	WHS	ENS	WHS	07-25-2024
72	11/12/2024	WHS	ENS	WHS	07-25-2024
73	11/12/2024	WHS	ENS	WHS	07-25-2024
74	11/12/2024	WHS	ENS	WHS	07-25-2024
75	11/12/2024	WHS	ENS	WHS	07-25-2024
76	11/12/2024	WHS	ENS	WHS	07-25-2024
77	11/12/2024	WHS	ENS	WHS	07-25-2024
78	11/12/2024	WHS	ENS	WHS	07-25-2024
79	11/12/2024	WHS	ENS	WHS	07-25-2024
80	11/12/2024	WHS	ENS	WHS	07-25-2024
81	11/12/2024	WHS	ENS	WHS	07-25-2024
82	11/12/2024	WHS	ENS	WHS	07-25-2024
83	11/12/2024	WHS	ENS	WHS	07-25-2024
84	11/12/2024	WHS	ENS	WHS	07-25-2024
85	11/12/2024	WHS	ENS	WHS	07-25-2024
86	11/12/2024	WHS	ENS	WHS	07-25-2024
87	11/12/2024	WHS	ENS	WHS	07-25-2024
88	11/12/2024	WHS	ENS	WHS	07-25-2024
89	11/12/2024	WHS	ENS	WHS	07-25-2024
90	11/12/2024	WHS	ENS	WHS	07-25-2024
91	11/12/2024	WHS	ENS	WHS	07-25-2024
92	11/12/2024	WHS	ENS	WHS	07-25-2024
93	11/12/2024	WHS	ENS	WHS	07-25-2024
94	11/12/2024	WHS	ENS	WHS	07-25-2024
95	11/12/2024	WHS	ENS	WHS	07-25-2024
96	11/12/2024	WHS	ENS	WHS	07-25-2024
97	11/12/2024	WHS	ENS	WHS	07-25-2024
98	11/12/2024	WHS	ENS	WHS	07-25-2024
99	11/12/2024	WHS	ENS	WHS	07-25-2024
100	11/12/2024	WHS	ENS	WHS	07-25-2024

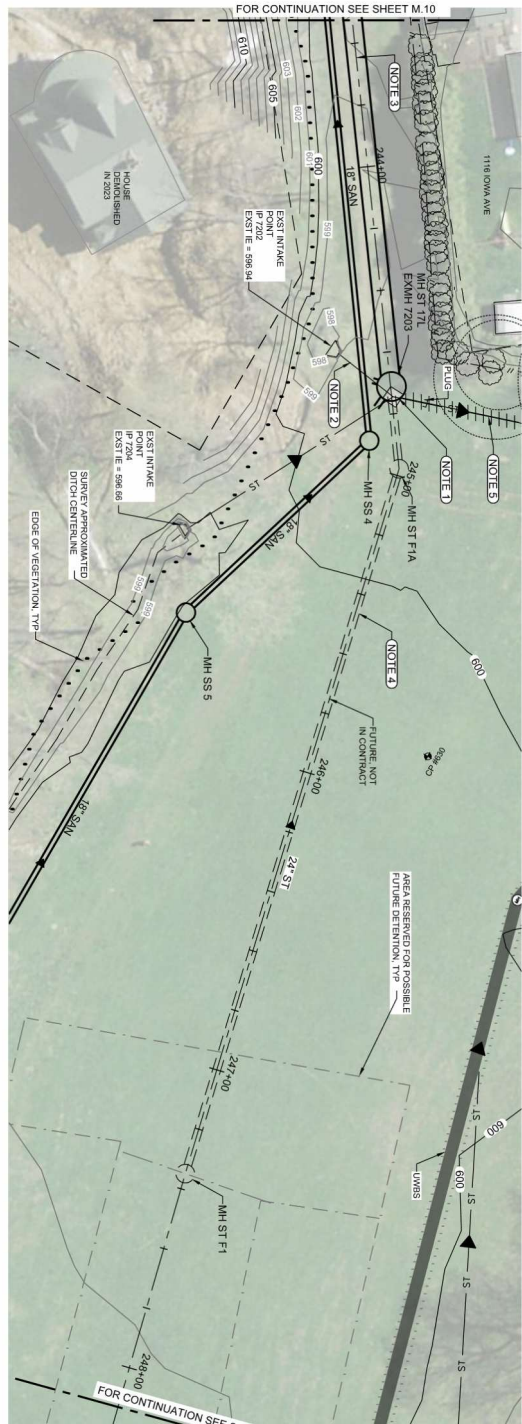


1. SEE MPV PLANS FOR REPLACEMENT OF

- 
- Stanley Consultants inc.**
 225 Iowa Avenue, Muscatine, Iowa 52781-3764
www.stanleyconsultants.com

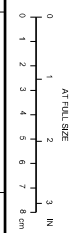
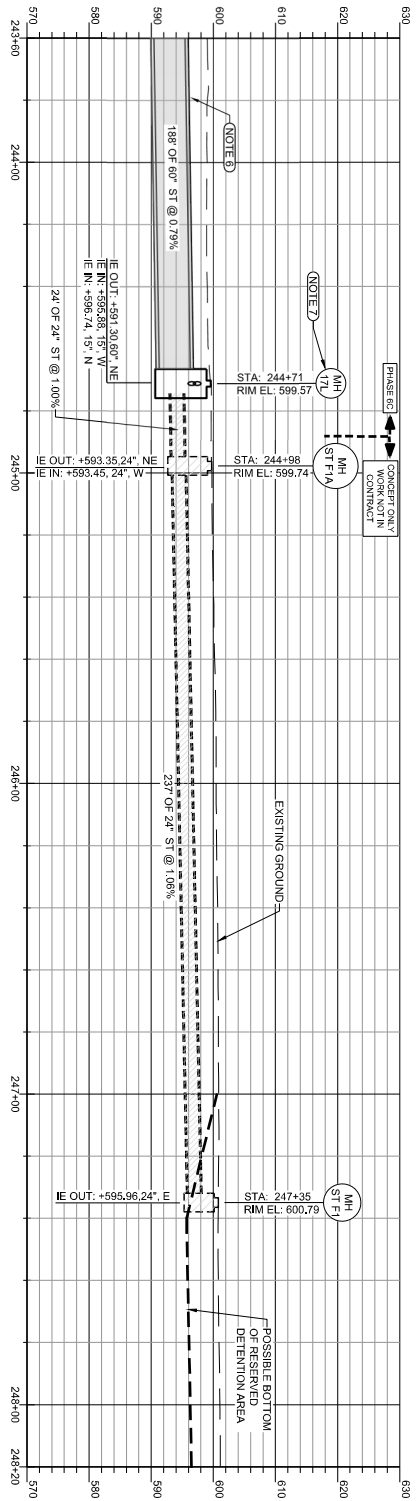
DESIGNED: KJ HELM	SCALE: 1" = 20'
DRAWN: GM REYES	NO. 17060.00-20
CHECKED: ER SCHALLERT	
APPROVED: JM BRADY	
APPROVED: KJ HELM	
DATE: MARCH 1, 2024	
	R





NOTES

1. REMOVE EXISTING MH 7203 AND REPLACE WITH NEW MH. DOCUMENT ELEVATIONS AND PIPE CONNECTIONS AND PROVIDE TO CITY AND DESIGN ENGINEER. AT NEW MH PICK UP EXISTING STORM SEWERS FROM NORTH. ELEVATIONS OF EXISTING SEWERS AT MH 7203 ARE NOT KNOWN. IF ELEVATIONS OF EXISTING SEWERS CONFLICT WITH DESIGN ELEVATION OF NEW MANHOLE INFORM CITY AND DESIGN ENGINEER AT MINIMUM OF 2 WEEKS PRIOR TO MANHOLE INSTALLATION. REPLACEMENT OF EXISTING STORM PIPING MAY BE NEEDED.
2. SUPPORT PIPE DURING INSTALLATION OF SANITARY SEWER. CONNECT STORM INTAKE POINTS TO NEW MANHOLE.
3. PIPE TRENCH BACKFILL OUTSIDE OF PAVEMENT SHALL BE SUITABLE BACKFILL MATERIAL ENCOUNTERED DURING TRENCH EXCAVATION.
4. FUTURE FACILITIES ARE CONCEPT ONLY AND MAY BE RE-USED OR ELIMINATED.
5. DISCONNECT EXISTING STORM TO SOUTH AT MANHOLE AND PLUG PIPE END. ABANDON REMAINING PIPE IN PLACE.
6. ELEVATION OF MH ST 17L IS SET TO BE ABLE TO PICK UP FLOW FROM FUTURE OPTIONS INCLUDING:
 - A. 24\"/>
7. MH ST 17L SHALL BE A 96\"/>



STORM SEWER
IOWA TO FIELD - SHEET 2

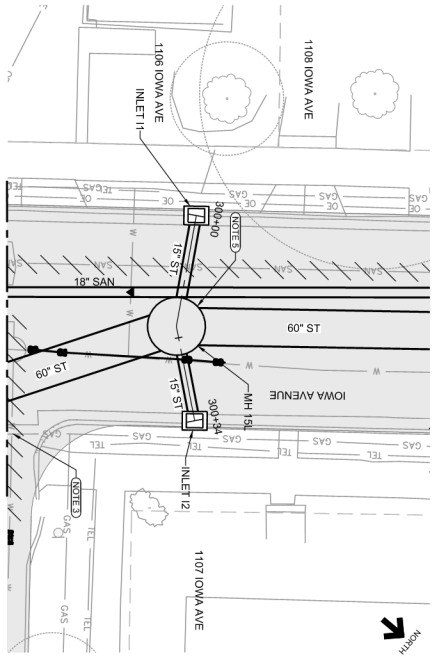
DESIGNED: EXISTING
CHECKED: JMS/SCHALLERT
APPROVED: JMS/SCHALLERT
DATE: MARCH 1, 2024

SCALE: 1\"/>

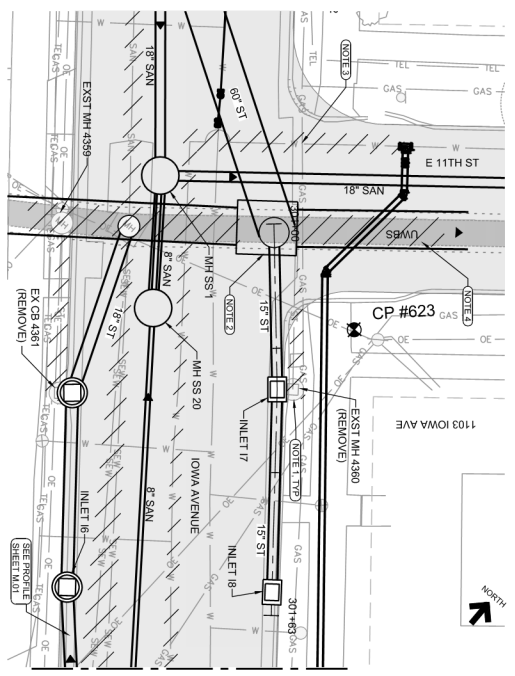
Stanley Consultants inc.
228 Iowa Avenue, Muscatine Iowa 52701-2704
www.stanleyconsultants.com

CITY OF MUSCATINE - PHASE 02
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

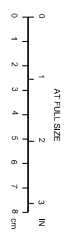
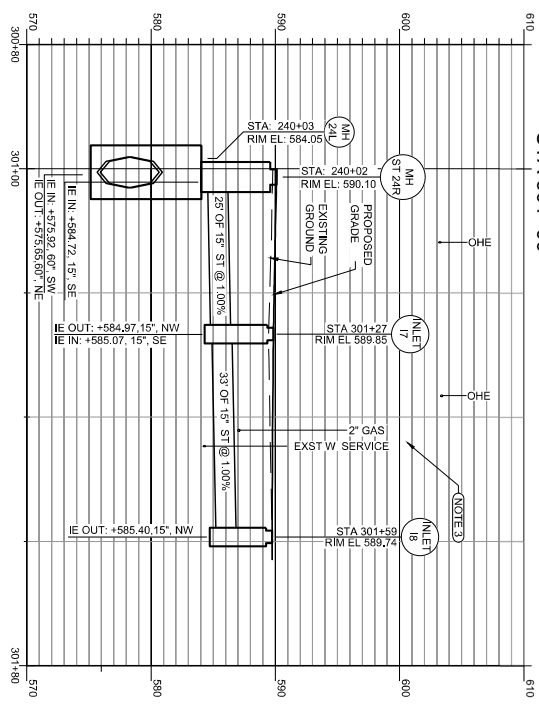
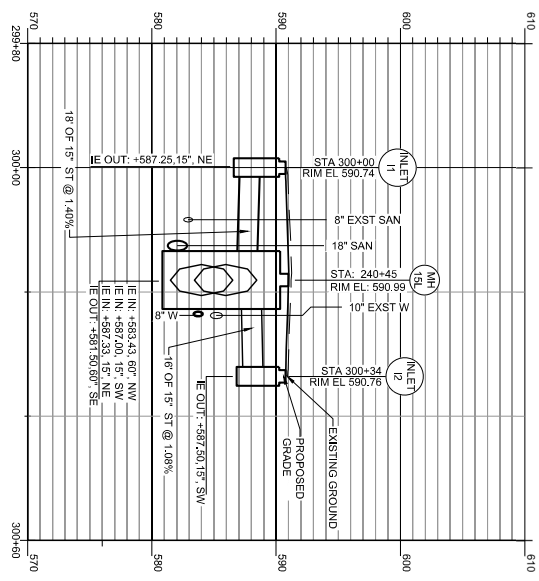
NO.	REVISIONS	ISSN	CHD	APPD	DATE
1	ITC 2	KOH	ENS	KOH	7-25-2024
2	REVISIONS	ISSN	CHD	APPD	DATE



STORM INLETS PLAN & PROFILE
NEAR 1106 IOWA AVE
STA 300+00



STORM INLETS PLAN & PROFILE
NEAR 1103 IOWA AVE
STA 301+00



NOTES

1. REMOVE EXISTING INLETS AND INLET PIPING. REPLACE WITH NEW INLETS AT LOCATIONS SHOWN.
2. INTERNAL VIDEO SUGGESTS AN EXISTING 15 INCH STORM INLET AND REPAIR WITH NEW 15 INCH STORM INLET PIPING SHALL CONNECT TO RISER SECTION OF MANHOLE STRUCTURE.
3. PROTECT EXISTING GAS LINE. CONFIRM ELEVATION OF GAS LINE WILL NOT CONFLICT WITH NEW STORM SEWER. COORDINATE WITH GAS COMPANY.
4. REMOVE EXISTING UWS. SEE SHEET M.25.
5. FIELD ADJUST LOCATION OF NEW STORM, SANITARY TO AVOID CONFLICT WITH MANHOLE AND WATER. COORDINATE WITH MHW P. THEY PLAN TO RELOCATE WATER LINE.

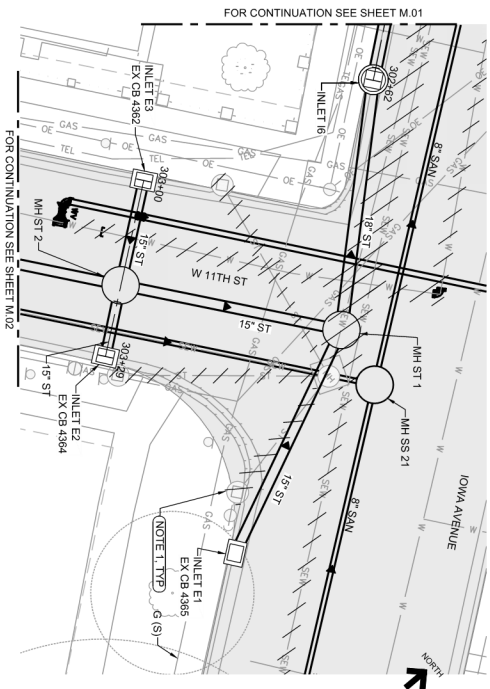
NO.	DESCRIPTION	DATE
1	REVISED	12/25/2024
2	REVISED	12/25/2024
3	REVISED	12/25/2024
4	REVISED	12/25/2024
5	REVISED	12/25/2024
6	REVISED	12/25/2024
7	REVISED	12/25/2024
8	REVISED	12/25/2024
9	REVISED	12/25/2024
10	REVISED	12/25/2024
11	REVISED	12/25/2024

Stanley Consultants inc.
225 Iowa Avenue, Muscatine, Iowa 52781-2764
www.stanleyconsultants.com

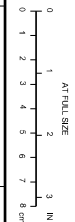
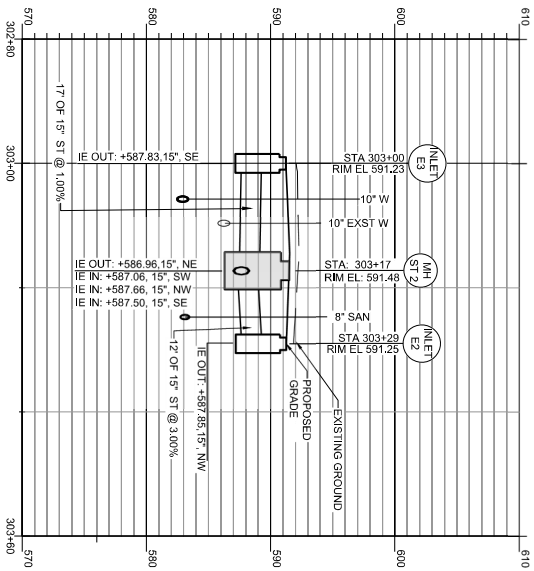
CITY OF MUSCATINE - PHASE 02
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

DESIGNED: EXISTING	SCALE: 1" = 10'
CHECKED: GRS/SCHALLERT	NO. 17960.00.20
APPROVED: JWB/REED	REV: 1
DATE: MARCH 1, 2024	M. 13

STORM INLET PROFILE PREVIOUSLY
AT STA 302+00 AT IOWA AVENUE
AND E 11TH ST HAS BEEN
INCORPORATED ONTO SHEET M.01
PROFILES



STORM INLETS PLAN & PROFILE
AT IOWA AND W 11TH ST
STA 303+00



- NOTES**
1. REMOVE EXISTING INLETS AND INLET PIPING.
REPLACE WITH NEW INLETS AT LOCATIONS
SHOWN.

NO.	REV.	DESCRIPTION	DATE
1	1	ISSUED FOR PERMITS	07-25-2024
2	1	REVISIONS	

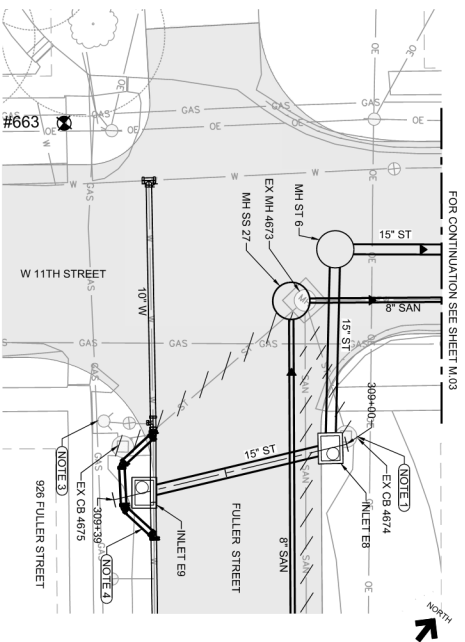


225 Iowa Avenue, Muscatine, Iowa 52781-2764
www.stanleyconsultants.com

CITY OF MUSCATINE - PHASE IIC
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

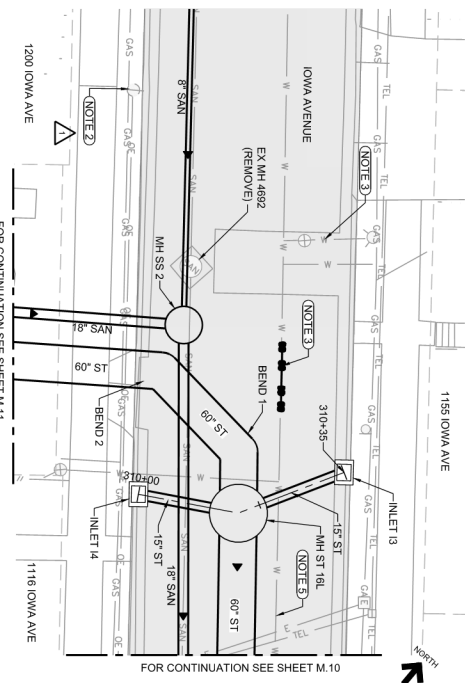
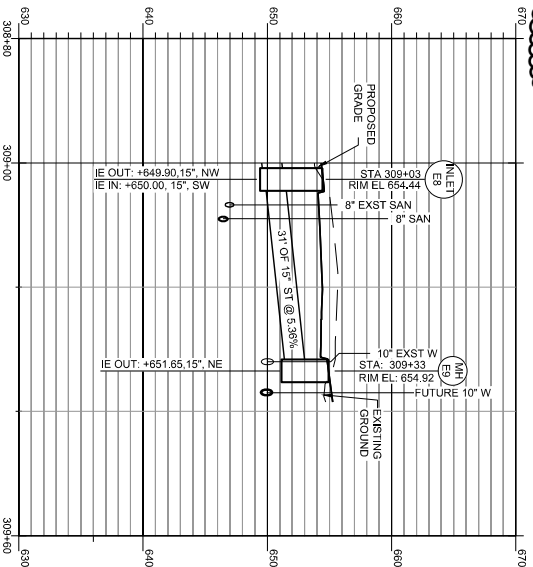
STORM SEWER
INLETS NEAR IOWA AND W. 11 ST

DESIGNED: J. B. BENTLEY	SCALE: 1" = 10'
CHECKED: J. B. BENTLEY	NO. 17960.00.20
APPROVED: J. B. BENTLEY	REV: 1
DATE: MARCH 1, 2024	M. 14



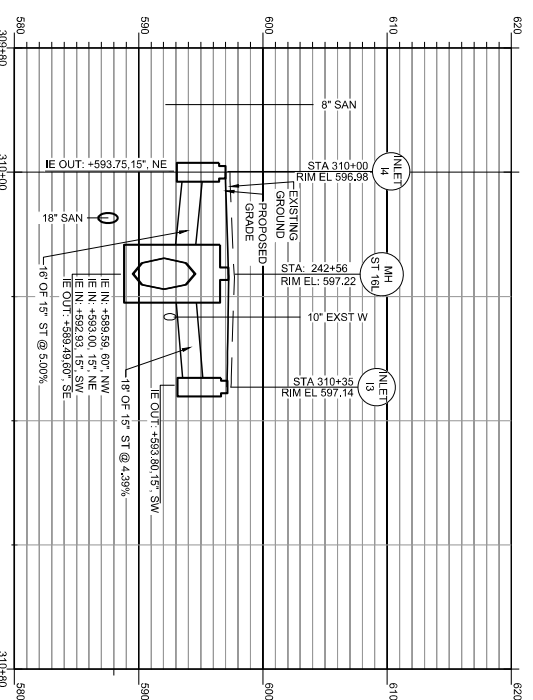
**STORM INLETS PLAN & PROFILE
AT W 11TH ST & FULLER ST
STA 309+00**

ITC 01 CHANGES WERE
MADE TO STORM SEWER
THIS PLAN AND PROFILE
AND ISSUED PREVIOUSLY
AS REV 1



**STORM INLETS PLAN & PROFILE
NEAR IOWA AVE & IOWA FIELD ENTRANCE
STA 310+00**

ITC 2 CHANGES MADE TO STORM
SEWER THIS PLAN AND PROFILE
FOR REV 2



NOTES

1. REMOVE EXISTING INLETS AND INLET PIPING. REPLACE WITH NEW INLETS AT LOCATIONS SHOWN.
2. PROTECT EXISTING UTILITY POLE AND GAS LINE.
3. SEE MPV PLAN FOR REPLACEMENT OF EXISTING WATER MAIN, SERVICES, HYDRANTS, VALVES BY OTHERS. COORDINATE STAGING OF WORK WITH MPV.
4. COORDINATE LOCATION AND ELEVATION OF MPV WATER MAIN RELOCATION AS NECESSARY.
5. PROTECT EXISTING WATER TO EXTENT FEASIBLE. COORDINATE ANY RELOCATION WITH MPV.

NO.	DESCRIPTION	DATE
1	ITC 1 - FULLER ST NORTH CHANGE	NOV 14, 2024
2	ITC 2 - FULLER ST NORTH CHANGE	NOV 14, 2024



225 Iowa Avenue, Muscatine, Iowa 52781-2764
www.stanleyconsultants.com

CITY OF MUSCATINE - PHASE 02
WEST HILL AREA SANITARY AND STORM SEWER SEPARATION
MUSCATINE, IOWA

**STORM SEWER
STORM INLETS W 11TH ST & FULLER
IOWA AVE AT IOWA FIELD ENTRANCE**

DESIGNED	CHECKED	APPROVED	DATE
DESIGNED	CHECKED	APPROVED	DATE
NO. 1769.02.20	NO. 1769.02.20	NO. 1769.02.20	NO. 1769.02.20
M. 17	M. 17	M. 17	M. 17
2	2	2	2



City of Muscatine

ITEM NUMBER 2024-0241

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Brian Stineman, Public Works Director
David Popp, Solid Waste Manager

SUBJECT

Request to Approve a Purchase Agreement between the City of Muscatine and Downtown Investors, LLC. Related to the Purchase and Transfer of Property Locally Known as 911 E. 2nd Street.

EXECUTIVE SUMMARY

The proposed agreement requires the City's purchase of parcel #s 0836306017, 0836306016, 0836303004, and 0836303008 (locally known as 911 E. 2nd Street) owned by Downtown Investors, LLC. The City plans to relocate its river dredge dewatering operation from 910 E. 2nd Street to the 911 E. 2nd property. The City will pay Downtown Investors a cash payment of \$385,000 and will construct a parking lot for use by their adjacent properties to be deeded over to the Downtown Investors upon closing .

STAFF RECOMMENDATION

Staff Recommends Approval

BACKGROUND/DISCUSSION

The proposed agreement requires the City's purchase of parcel #s 0836306017, 0836306016, 0836303004, and 0836303008 (locally known as 911 E. 2nd Street) owned by Downtown Investors, LLC. The City plans to relocate its river dredge dewatering operation from 910 E. 2nd Street to the 911 E. 2nd property. The City will pay Downtown Investors a cash payment of \$385,000 and will construct a parking lot for use by their adjacent properties to be deeded over to the Downtown Investors upon closing .

CITY FINANCIAL IMPACT

The City will utilize tax increment financing funds for the purchase of the property.

ATTACHMENTS

1. PURCHASE AND SALE AGREEMENT - Proposed Dredge Site Meekers-final

2. EX A

PURCHASE AND SALES AGREEMENT-The South Site

This purchase and sales agreement ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN Muscatine Downtown Investors, LLC, an Iowa Limited Liability Company ("SELLERS"), AND The City of Muscatine, Iowa, an Iowa Municipal Corporation ("BUYER") as of the date of the last signature set forth below ("Effective Date").

Sellers are the owners of the real property ("PROPERTY") situated in the City of Muscatine, Muscatine County, Iowa, locally known as 911 E. 2nd Street (parcel numbers 0836306017, 0836306016, 0836303004, and 0836303008), and being legally described as follows:

Lots 6, 7 and 8, in Block 25 in the City of Muscatine, in Muscatine County, Iowa, and Lots 4 and 5 in Block 64, in the City of Muscatine, in Muscatine County, Iowa, except for the parts thereof conveyed to the Mississippi and Missouri Railroad Company;

The Block 25 Alley bounded by Cypress Street and Mad Creek; Third Street from Cypress Street to Mad Creek; Cypress Street, 170 feet each side of the centerline of Third Street, in the City of Muscatine, Muscatine County, Iowa; and

Part of the Lot 4 and 5 in Block 64, Original Plat, City of Muscatine, Iowa further described as follows: commencing at the northeast corner of Lot 5, Block 64 said Original Plat; thence S38°28'58"E, 15.09 feet along the northeasterly line of Lot 5 and the southwesterly line of vacated Cypress Street to the point of the beginning; thence continuing S38°28'58"E along said line, 69.86 feet; thence S06°33'03"W, 78.07 feet to the southeasterly line of said lot 5 and the northwesterly line of said 3rd street; thence S51°24'03"W, 46.71 feet along the southeasterly line of Lot 5, and Lot 4 and the northwesterly line of said 3rd Street; thence N06°32'49"E, 56.73 to the northeasterly line of lot 4 and the southwesterly line of Lot 5; thence N38°17'42"W, 22.65 feet along said line; thence N06°13'05"E, 87.77 feet across Lot 5 to the point of beginning. For the purpose of this description the northeast line of Lot 5 is assumed to bear S38°28'58"E. This parcel contains 0.12 acres (5,076 sq ft).

Sellers agree to sell and Buyer agrees to purchase the property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

- 1. PURCHASE PRICE.** The purchase price shall be \$385,000.00 upon performance of the Sellers' obligations and satisfaction and Buyer's contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount. The purchase price shall be paid by Buyer to Sellers, in good and immediately available funds by wire transfer or cashier's check, at the time of closing.

- 2. CONTINGENCY.** This agreement shall be contingent upon Buyer's construction of a parking lot for the Sellers' neighboring property, including 32 paved spaces, located, and constructed as shown on Exhibit A to this Agreement or by mutual agreement of the parties to any proposed alterations to the parking lot. The two power poles marked in red on said Exhibit shall be removed and the power line placed underground prior to the paving of the parking lot. The parking lot area will contain a dog leg feature that extends to the Northwest for the creation of future parking spaces as shown in red on Exhibit A.
- a. Following completion of the construction of the parking lot as described above, a survey will be conducted after which the paved parking lot area with the dog leg feature that extends to the Northwest shall be parceled out with said parking lot area being deeded to the Sellers as the owners of the neighboring property parcel.
- 3. REAL ESTATE TAXES.**
- a. Unless otherwise provided in this agreement at closing, Sellers shall pay Buyer or Buyer shall be given a credit for taxes from the first day of July prior to possession to the date of possession based upon the last known actual real estate taxes payable according to public records. However, if taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax roll backs and any real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.
 - b. Buyer shall pay all subsequent real estate taxes to the extent required by law.
- 4. SPECIAL ASSESSMENTS.**
- a. Sellers shall pay at time of closing all installments of special assessments which are a lien on the property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
 - b. Any preliminary or deficiency assessments which cannot be discharged by payment shall be paid by Sellers through an escrow account with sufficient funds to pay such liens when payable. With any unused funds returned to sellers.
- 5. RISK OF LOSS AND INSURANCE.** Sellers shall bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs, provided Sellers shall have the right but not the obligation to repair such damage. In the event the property is damaged prior to closing or possession, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 30 days written notice to the other party.

- 6. POSSESSION AND CLOSING.** If Buyer timely performs all obligations, possession of the property shall be delivered to Buyer on the date of closing, at a mutually agreed upon location, and any adjustments of rent, insurance, interest, and all charges attributable to Sellers' possession shall be made as of the date of closing. This transaction shall be considered closed, and Buyer shall take possession, upon the filing of title transfer documentations and receipt of all funds due at closing from Buyer under this agreement. Closing shall be held on such day that the parties may mutually agree, but not earlier than May 31, 2024, nor later than August 31, 2024.
- 7. CONDITION OF PROPERTY.** Sellers make no warranties, expressed or implied, as to the condition of the property and Buyer shall take possession to the property "as is." Buyer acknowledges Buyer has made a satisfactory inspection of the property and is purchasing the property in its existing condition.
- 8. CONVEYANCE AND TITLE.** Subject to the terms and conditions of this Agreement and for the considerations set forth herein, Sellers agree to convey, transfer, assign, sell, and deliver to Buyer at closing, all of the following:
- a. Fee simple title to the Property, free and clear of any monetary lien or claim, other than the permitted exceptions (as defined below).
 - b. All of Sellers' right, title and interest, if any, in and to all easements, privileges, licenses, reservations, permits, approvals, authorizations, rights of way, strips and gores, consents and other use rights, interests and privileges owned or used by sellers in connection with the Properties; and
 - c. Possession of the Property.
- 9. ABSTRACT AND TITLE.** Sellers, at their expense, will obtain an abstract of title to the property continued through the date of acceptance of this Agreement, and shall deliver it to Buyer for examination. Buyer's attorney may, at Buyer's expense, examine the abstract after it is continued through the date of acceptance. If Buyer's title opinion does not show marketable title in conformity with Iowa law, and title standards of the Iowa State Bar Association, Buyer may request Sellers make reasonable efforts to perfect title, provided Sellers shall be under no obligation to do so. If closing is delayed due to Sellers' inability to perfect title, or election not to perfect title, this Agreement shall continue in force and in effect until either party rescinds the Agreement after giving 30 days written notice to the other party. The abstract shall become the property of the Buyer at the time of the Property closing. Sellers shall pay the costs and any additional abstracting and title work to update the abstract from the date hereof to the date of the Property closing. Buyer shall notify Sellers of any objection to the abstract, in writing, within 20 days after receipt of the abstract (the "abstract objection date") and Sellers shall have 20 days after the abstract objection date within which to resolve Buyer's objections to Buyer's satisfaction. In the event Sellers elect not to cure or fail to cure Buyer's objections within said time period, Buyer may elect to cancel this Agreement in writing within

10 days thereafter, or Buyer may waive in writing its objections to title within the 10-day period described immediately above and accept the condition of title. Items identified on the abstract (exclusive of all liens, all of which Sellers hereby agree to satisfy on or before closing) shall be referred to as “permitted exceptions”.

10. DEED. Upon payment of the purchase price, Sellers shall convey the property to Buyer by warranty deed prepared by Sellers at Sellers’ expense. Sellers shall convey the Property by a recordable statutory general warranty deed, conveying good and marketable title and fee simple subject only to taxes for the year of closing and subsequent years, a lien but not yet due and payable, and the permitted exceptions, as defined below. Sellers hereby agree to satisfy and discharge any liens on the Property prior to or at closing.

11. EXISTING TENANTS. Sellers represent that they are relocating the existing tenants, and the existing tenants will be vacated from the Property no later than the date of closing.

12. SURVEY. Buyer, at its expense may have the property surveyed and certified by a registered land surveyor prior to closing.

13. INSPECTION.

- a. **Definition.** Buyer and its designees, shall have 60 days from the effective date (“inspection”) to conduct all such tests, inspections, studies and investigations as may be deemed appropriate by Buyer in its sole and absolute discretion to determine if the Property is suitable for Buyer’s use.
- b. **Grant of Access During Inspection Period.** Sellers hereby grant to Buyer and its designees the right to enter upon the Property in order to determine whether the Property is suitable for Buyer’s purposes. Any tests conducted in connection with such inspections shall be conducted so as to not damage the Property. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents and contractors. All such entries on to the Property shall be at the risk of Buyer, and Sellers shall have no liability for any injuries sustained by Buyer or any of Buyer’s agents or contractors. Buyer agrees to indemnify and hold sellers harmless from any and all loss, claim, action, demand or liability which may arise against the Sellers of the Property by virtue of any of Buyer’s actions pursuant to this section. Upon completion of Buyer’s investigations and tests, Buyer shall restore the Property to the same condition as it existed before Buyer’s entry upon the Property. Buyer’s obligations and agreements in this section shall survive the termination of this Agreement.
- c. **Termination of Agreement within Inspection Period.** In the event Buyer determines in its sole discretion that it is not in Buyer’s best interest to consummate the transaction contemplated by this Agreement, Buyer may cancel this Agreement by delivering notice of such election to Sellers at or

prior to the expiration of the Inspection Period, and the parties shall have no further obligation to one another under this Agreement, except for any obligations and agreements which are intended to survive such termination.

- d. Due Diligence Items. Within ten (10) calendar days of the effective date of this Agreement unless otherwise stated herein, Sellers shall provide Buyer with the following items:
 - a. Copies of an environmental, engineering, and structural reports, if any exist, to the extent within Seller's possession or control;
 - b. Copy of any surveys, plats, or drawings of the Property if any exist, to the extent within Seller's possession or control; and
 - c. Any other items reasonably requested by Buyer provided that receipt and approval of these items shall not delay the date of the closing.

14. ENVIRONMENTAL MATTERS.

- a. Sellers warrant to the best of their knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous waste or substances or underground storage tanks located on the property, the property does not contain levels of radon gas, asbestos or Urea formaldehyde foam insulation which require remediation under current governmental standards, and Sellers have done nothing to contaminate the property with hazardous wastes or substances. Sellers warrant the property is not subject to any local, state, or federal judicial or administrative action, investigation, or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Sellers shall also provide Buyer with a properly executed groundwater hazard statement at closing showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the property unless disclosed in an addendum prepared by Sellers and attached hereto and incorporated herein by this reference.
- b. Buyer may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions, or wastes located on the property. In the event any hazardous materials, substances, conditions, or wastes are discovered on the property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions, or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Sellers are required to expend any sum to remove any hazardous materials, substances, conditions, or wastes, Sellers shall have the option to cancel this transaction and declare this Agreement null and void.

The expense of any inspection shall be paid by Buyer. The expense of any action necessary to remove or otherwise make safe any hazardous materials, substances, conditions, or wastes shall be paid by Sellers, subject to Seller's right to cancel this transaction as provided above.

15. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Sellers represent and warrant to Buyer the property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

16. EXPENSES OF CLOSING. The Sellers shall pay and be responsible for the following costs:

- i. The transfer taxes or documentary stamp taxes on the transfer of the Property;
- ii. The cost of abstracting to show marketable title in accordance with this Agreement.

The Buyer shall pay and be responsible for the following costs:

- a. The cost of recording the deed.

Each party shall be responsible for its own attorney's fees and costs, except as provided otherwise by this agreement.

17. CLOSING DOCUMENTS.

- a. At closing, Sellers shall execute and/or deliver documents including but not limited to:
 1. Statutory general warranty deed, subject only to the permitted exceptions approved in accordance with the prior Sections herein;
 2. A Title Guaranty Composite Mortgage Affidavit;
 3. Settlement statement related to the closing, including the adjustments and prorations provided herein;
 4. Groundwater hazard statement;
 5. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement at no cost to Sellers.
- b. At closing, Buyer shall execute and/or deliver documents including but not limited to:
 1. The purchase price shall be paid in accordance with the provisions of this Agreement;
 2. Settlement statement related to the closing, including the adjustments and prorations provided for herein; and
 3. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement.
- c. Buyer shall not be obligated to make any earnest money deposit in connection with this purchase of the Property.

18. SELLER REPRESENTATIONS, WARRANTIES AND COVENANTS.

- a. Sellers represent and warrant to buyer that they have the full power and authority to make, deliver, enter into and perform pursuant to this Agreement.
- b. Sellers further warrant and represent that this Agreement is valid, binding and enforceable against Sellers in accordance with its terms.
- c. Sellers further warrant and represent to Buyer that Sellers are the fee simple owners of the Property.
- d. Sellers further warrant and represent to Buyer that neither their execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Sellers are signatory or are otherwise bound.
- e. Sellers further warrant and represent to Buyer that the Property will not be encumbered by leases at the time of closing and that there are no properties with any rights to possession of the Property, other than Sellers.

19. WARRANTIES AND REPRESENTATIONS OF BUYER. Buyer hereby warrants and represents to Sellers that it, and any assignee of Buyer hereunder, is in existence and in good standing and that it has full power and legal authority to enter into this Agreement for the purchase of the Property. Buyer further warrants and represents that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Buyer is signatory or is otherwise bound.

20. CONSTRUCTION EASEMENT. Sellers agree to grant to Buyer construction right of way easements through their property that is adjacent to the Property of which said Sellers' property is located at 913 E. 2nd St., in Muscatine, Iowa. These right of way easements will be temporary and last only as long as construction lasts on the Property. Buyer, at Buyer's expense shall repair any damage to Seller's pavement which may get damaged by the heavy equipment used by Buyer in their demolition and construction of the Property during the construction easement period. The construction by Buyer on the Property is expected to last until September 1, 2024, but will be completed no later than September 1, 2025. At which time the construction right of way easements granted to Buyer by Sellers will terminate.

21. EXISTING EASTMENT. A pipe easement currently exists through the property adjacent to the Property that is also owned by Sellers. Said existing pipe easement on the adjacent property, may require a widening of said easement for pipe installation purposes to help in assisting to allow Buyer to use the Property for its intended purposes. Sellers agree to grant the widening of the existing easement for the pipe installation should it become necessary pursuant to the Buyer's plans.

- 22. BUYER'S DEFAULT.** In the event of a default by Buyer under this Agreement, or if Buyer's warranties and representations contained herein are not correct, Sellers shall have the right to seek specific performance as their remedy and to recover damages incurred by Sellers as a result of such default.
- 23. SELLERS' DEFAULT.** In the event of a default by Sellers under this Agreement, or if Sellers' warranties and representations contained herein are not correct, Buyer shall have the right to seek specific performance as its remedy and to recover damages incurred by Buyer as a result of such default.
- 24. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by Certified Mail, addressed to the parties at the addresses given below.
- 25. GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interests of the parties. This Agreement shall survive the closing. This Agreement contains the entire Agreement of the parties and shall not be amended except by a written instrument duly signed by Sellers and Buyer. Headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral gender according to the context.
- 26. ASSIGNMENT; AGREEMENT BINDING ON SUCCESSORS; SURVIVAL OF PROVISIONS.** This Agreement may not be assigned or transferred by any of the parties without the express written consent of the other. This Agreement, and amendments, if any, and all representations, warranties, indemnification obligations, rights and duties hereunder, shall survive the closing and shall be fully binding at all times against Sellers and Buyer, as well as any and all of its or their successors in interest, assigns or transferees.
- 27. REMEDIES OF PARTIES.**
- a. If Buyer fails to timely perform this Agreement, Sellers may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty (30) days the default is not corrected), Sellers may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - b. If Sellers fail to timely perform this Agreement, Buyer has the right to have all payments made returned to it and declare this Agreement null and void.

- c. Buyer and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing Parties shall be entitled to obtain Judgment for costs and attorney's fees.
- 28. REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.
- 29. CERTIFICATION.** Buyer and Sellers each certify that they are not acting directly or indirectly, for or on behalf of any person, group, entity or nation named by any executive order or the United States Treasury Department as a terrorist, "specially designated national and blocked person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Asset Controls; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 30. APPROVAL BY CITY COUNCIL.** This Agreement shall be expressly contingent upon approval by the City Council for Muscatine, Iowa.
- 31. COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as pdf or a similar format. Buyer and Sellers agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.
- 32. MISCELLANEOUS.** This Agreement constitutes the entire Agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified except by a writing signed by all of the parties. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement which alone fully and completely expresses their understanding. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Iowa. Buyer shall have the right to assign this Agreement to a related entity.
- 33. ADDITIONAL PROVISIONS.** None if not listed in an Addendum hereto.

34. EXECUTION. When and if executed by both Sellers and Buyer, this Agreement shall become a binding contract.

BUYER

CITY OF MUSCATINE, IOWA, AN IOWA MUNICIPAL CORPORATION,

Dated this _____ day of _____, 2024.

By: _____
Brad Bark, Mayor

By: _____
Carol Webb, City Administrator

Address:

Telephone:

STATE OF IOWA
MUSCATINE COUNTY, SS:

On this _____ day of _____, 2024, before me, the undersigned, personally appeared **Brad Bark** as Mayor, and **Carol Webb**, as City Administrator, for the City of Muscatine, Iowa, a municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary act and deed on behalf of said company, as authorized by its members.

Notary Public in and for the State of Iowa

SELLERS

MUSCATINE DOWNTOWN INVESTORS, LLC, AN IOWA LIMITED LIABILITY COMPANY,

Dated this _____ day of _____, 2024

By: _____
Tom Meeker, MEMBER

By: _____
Ann Meeker, MEMBER

Address: 101 W. Mississippi Dr., Suite 220
Muscatine, IA 52761

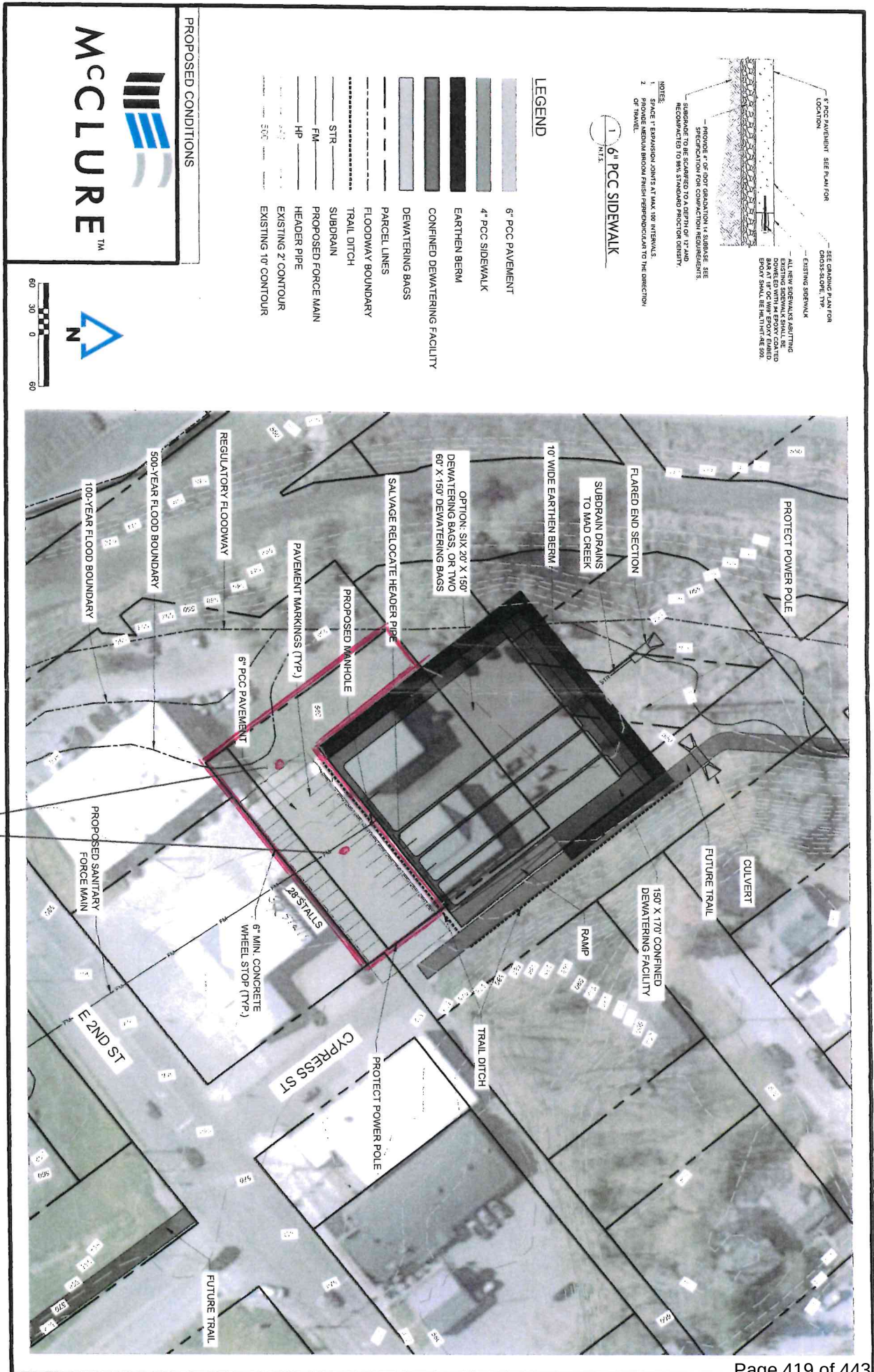
Telephone: 563-299-5074

STATE OF IOWA
MUSCATINE COUNTY, SS:

On this _____ day of _____, 2024, before me, the undersigned, personally appeared **Tom Meeker** and **Ann Meeker**, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary act and deed on behalf of said company, as authorized by its members.

Notary Public in and for the State of Iowa

Please return executed copy to Attorney Kylie Franklin, Hopkins & Huebner, P.C., 100 E. Kimberly Road, Suite 400, Davenport, IA 52806.



Power poles to be removed & put underground



City of Muscatine

ITEM NUMBER 2024-0248

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

Kevin Coon, City Engineer

Brian Stineman, Public Works Director

Andrew Fangman, Assistant Community Development Director

SUBJECT

Request to Enter Into an Engineering Services Agreement with McClure Engineering Company for the Design of the Relocation of the Dredge Dewatering Site in the Amount of \$131,256.00.

EXECUTIVE SUMMARY

Request to enter into a professional services agreement with McClure Engineering Company in the amount of \$131,256.00 for a site relocation design of the dredge spoils.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

As previously approved by council, McClure Engineering did a feasibility study to determine a site for relocation of the river dredge spoils. The site has been found and is the more economical choice of the two sites that were considered. The owner of the site has been contacted and is amenable to the City purchasing the property. Site relocation will remove a visible blight when driving through the downtown area. A professional services quote for a design has been provided by McClure Engineering in the amount of \$131,256.00. The scope of the design includes construction inspection as well as a plat of survey to remedy the parking area for Bridgeside links that is within the dredge spoils location as well as to clean up the parcel as a whole.

CITY FINANCIAL IMPACT

Funds for this project will come from future bond proceeds.

ATTACHMENTS

1. PSA - Muscatine Marina CDF Design and Const 20240524-1

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Muscatine Marina CDF Relocation – Final Design and Construction

Project Number: 2023001824-010

Project Manager: Lee Strait

This Agreement, is made on the _____ day of _____, 2024, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Muscatine, Iowa (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Muscatine Marina CDF Relocation – Final Design and Construction

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.
2. Payment to the **CONSULTANT** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **CONSULTANT** will adjust the schedule and compensation under this agreement to the extent that **CONSULTANT's** schedule and compensation are equitably adjusted by the **OWNER**.
7. The amount of the **CONSULTANT's** compensation is \$131,256. The contract type is Lump Sum.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'C'	Detailed Scope of Work	☒	☐
Exhibit 'D'	Subconsultant(s) Contract	☐	☐
Exhibit 'E'	Owner's Responsibilities to Consultant	☒	☐
Exhibit 'F'	Duties and Responsibilities of RPR	☒	☐
Exhibit 'G'	Drawing Depicting the Project	☒	☐
Exhibit 'H'	Construction Item List Cost Estimate	☐	☐
Exhibit 'I'	Regulatory Requirements	☐	☐

OWNER: City of Muscatine, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Team Leader

McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
 - 3.1** **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
 - 3.2** If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
 - 4.1** The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
 - 5.1** The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
 - 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
 - 8.1** If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
 - 10.1** In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may,

upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat.....	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C - DETAILED SCOPE OF WORK

MCCLURE ENGINEERING COMPANY

Muscatine Marina CDF Relocation – Final Design and Construction

Project Understanding

General

McClure Engineering Company (McClure, aka “Consultant”) understands that the City of Muscatine (aka “Client”) frequently maintains and dredges the Riverview Center Marina and they desire to develop a new location for dredge spoil dewatering. The new site is roughly northwest of the existing site, between East 2nd Street and Mad Creek. Improvements are shown on the concept layouts in Exhibit G and include demolition of buildings, site preparation, grading and drainage, construction of a small “Confined Dewatering Facility” (CDF) berm, parking lot, and underground forcemain extension. Engineering and support services include survey, permit coordination, design plans and construction document preparation, and bidding and construction phase engineering and administration.

Team

Client –

City of Muscatine, Iowa
Represented by Kevin Coon, PE, City Engineer
563-264-1550
1459 Washington St, Muscatine, IA 52761
kcoon@muscatineiowa.gov

Design Consultant

McClure Engineering Company
Aaron Gwinnup, PE, Team Leader – Environmental
319-594-1139
2229 E Grantview Ln, Suite 2, Coralville IA, 52241
agwinnup@mcclurevision.com

Lee Strait – Environmental Project Manager
Geoff Barnes – GIS Specialist
Kate Barnes, PE, CFM – Water Resources Engineer
Tim Wallace, PE – Transportation Engineer
Trent Wilson, PE – Water/Wastewater Engineer

General Schedule

Consultant has already completed a site investigation and developed concept plans and cost estimates.

- | | |
|--|----------------------------|
| 1) Notice to proceed | |
| 2) Kickoff, utility locate, survey and basemapping complete | ~ 5 weeks |
| 3) Design plans, utility coordination, permit pre-submittals (60%) | ~4 weeks (9 weeks total) |
| 4) Client review and receive comments back | ~2 weeks (11 weeks total) |
| 5) Design plans and draft project manual/specs (90%) | ~5 weeks (16 weeks total) |
| 6) Client review and receive comments back | ~2 weeks (18 weeks total) |
| 7) Final bid set | ~3 weeks (21 weeks total) |
| 8) Finalize Permitting and Council process | ~8 weeks (29 weeks total) |
| 9) Advertise, bidding period and letting | ~3 weeks (32 weeks total) |
| 10) Construction | ~18 weeks (50 weeks total) |

General Description of Services Included in this Scope –

The consultant will complete the following tasks to complete this project:

- Surveying of topography, utilities, and boundaries
- Hydrologic and Hydraulic modeling for onsite drainage management
- Coordination with City to facilitate work in ROW and adjacent to utilities
- Production of preliminary (60%), and final check plans as well as final construction documents
- Conduct meetings to discuss plans and revisions with City, utilities, and stakeholders
- Basic Permitting coordination and support (if needed)
- Preparation of bidding documents, construction SWPPP, and project manual
- Construction observation (part-time) and administration services
- Construction survey
- Contract closeout documentation

Project Assumptions –

1. Consultant will base the project design on the following standards and specifications:
 - Current version of Iowa SUDAS (or Iowa DOT if needed)
 - City standard specifications (if applicable)
 - Regulations set forth in:
 - National Historic Preservation Act Section 106
 - Clean Water Act Sections 401 and 404 (Wetlands and water quality)
 - The following Georeferencing systems will be used:
 - Horizontal: Iowa RCS Zone 14 Burlington
 - Vertical: NAVD88 (Geoid18)
2. Consultant assumes Client will coordinate with the public and private property owners regarding initial access for survey and data collection, solutions discussions, and easement negotiations. Consultant will notify owners when specific survey is occurring.

Scope Items NOT Included at this Time (can be added by amendment)

1. No Railroad coordination is assumed to be required
2. No Floodplain modeling or permitting is assumed to be needed. The project is adjacent to, but outside of the regulatory floodplain and floodway boundaries
3. Formal NEPA services, including environmental, cultural, archeological or other detailed assessments, documentation, and federal agency consultations are not included at this time.
4. Grant administration and funding search / application is not included
5. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
6. Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein
7. Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
8. Testing of any suspect environmental material, including but not limited to asbestos, radon, lead, air quality, or industrial waste
9. Other permits not indicated within this scope, and permitting services beyond preparing and submitting the permit forms
10. Any permit and publication fees associated with permit applications except as noted
11. Construction material testing services are not included
12. Public meetings and exhibits therefore are not included
13. Formal Operation and Maintenance Manual for the new facility is not included

Fee for Engineering Services -

These fees are based on the scope of services described for the respective tasks, however, if additional services are required beyond what has been described, this shall be added via a supplemental agreement or contract amendment. The fees below are lump sum basis and will be invoiced monthly as the project progresses.

TASK GROUP	FEE SUBTOTAL
PRELIMINARY AND FINAL DESIGN PLANS AND CALCULATIONS	\$53,535.00
SURVEY SERVICES	\$32,700.00
PROJECT MANAGEMENT & MEETINGS	\$7,200.00
SWPPP & PERMITTING	\$1,510.00
GEOTECHNICAL SUBCONSULTANT & EXPENSES	\$9,445.65
BIDDING PHASE	\$3,030.00
CONSTRUCTION ADMINISTRATION	\$12,335.00
RESIDENT PROJECT REPRESENTATIVE (RPR)	\$11,500.00
Total Fee	\$131,256

Specific Scope of Services Items, Tasks and Deliverables

1. Project Management

1.1. Project Administration

1.1.1. Management of Team, Budget, Schedule, and Scope

Consultant will manage the project with respect to internal staff and owner communications. A formal communication chain will be established to prevent confusion and re-work. Monthly invoices will be provided that include an estimate of task completion (%) and budget status. If project work is not progressing in a manner to comply with the anticipated completion date, the Consultant shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule.

Consultant will monitor and manage project production with respect to schedule and scope. This includes task identification, scheduling, task assignment, relating tasks to one another, and coordination with other members of the project team. The Consultant will to the best of their knowledge inform the Owner of any services required which may not be included in the scope of the design services contract. It will be the responsibility of the Consultant to receive written Owner approval of any potential amendments to the contract before the services are rendered. Only those services approved by the Owner are eligible for compensation.

1.2. Meetings

1.2.1. Owner Kickoff Meeting

Key staff from Consultant will meet with key staff from Owner (in person or virtually via Zoom, etc.) to discuss project goals and timelines, establish communications procedures, facilitate information requests (if any), and foster any additional project discussions necessary to get the project underway.

1.2.2. Progress and Design Review Meetings

Consultant will host 2 design review meetings (in person, or “virtual” using Zoom, etc.) with key staff from Consultant and the Owner. Others including stakeholders, contractors, etc. may be invited to join specific meetings if pertinent. The purpose of the meetings will be to review the 30% and 90% plan sets, give brief updates on progress, to share developing information, and to make basic decisions to keep the project moving forward systematically.

Review meetings will be held shortly after the submittal of milestone deliverables. The purpose of the meetings is to review comments and feedback at one time, such that the design team can proceed with improving the project documents for the next milestone.

Deliverables – Consultant will prepare meeting agendas and minutes if appropriate.

1.2.3. Internal Team Meetings

Internal team meetings will be informal and as needed to coordinate among the teams within Consultant.

1.2.4 Regulatory Meetings

Consultant will contact the Rock Island District of the Army Corps of Engineers to confirm regulatory compliance for the new site is similar to the existing site. Because no operational or discharge differences are planned, no additional regulatory action is anticipated, this is a “courtesy submittal” only. This task includes up to two meetings and the distribution of project plans for review only.

2. Data Collection

2.1 Data Collection

Consultant will collect GIS data from publicly available information showing existing conditions including existing infrastructure, floodplain boundaries and soil characteristics.

Consultant will collect any additional project data and documents not previously obtained in the scope development and will review the documents for information pertinent to the project. Consultant will visit the site, take photos, to document existing pre-construction site conditions and for reference by the team throughout the design process.

2.2 Survey Services

2.2.1 Topo Survey – Topographic survey of the project areas will include topography, public utilities (private utilities if marked by others), infrastructure, and significant built features that affect the planned project. Data will be compiled into an existing conditions basemap for design development.

2.2.2 Boundary Survey and Documentation – This task includes:

2.2.2.1 Boundary field work and research to locate the various parcel lines in the proposed project location (north of 2nd Street and East of Mad Creek).

2.2.2.2 Preparation of easement plats for up to 3 easements (temporary or permanent). Easement negotiation and legal easement language (other than plat and legal description by survey staff) is assumed to be prepared by others.

2.2.2.3 Preparation of one plat of survey for the proposed parking area.

2.2.2.4 Title reports – An allowance of \$250 / parcel for up to 6 parcels (\$1,500 total) is included for Consultant to hire a title service company to research easements on the parcels in the proposed project location, such that the easements may be shown on the various boundary survey documents.

2.2.3 Construction Staking – Consultant will make up to 5 trips to the site to stake the important features for construction. Unreasonable re-staking requests by the contractor may result in fees invoiced to the contractor, which will be communicated in the construction documents.

2.3 Geotechnical Investigation

Consultant will retain a subconsultant (Allender Butzke Engineers, Inc.) who will conduct geotechnical analysis and soil borings along the pipe alignment that is planned to be bored (under 2nd Street and the parking just northwest thereof) using HDD methods. Summary of the Geotechnical scope of services is as Detailed Scope of Work – v. 5-24-24

follows: *Mobilization with truck mounted drilling equipment, contact Iowa One Call for utility locations, drill and sample 3 soil borings 10 feet deep, backfill and patch borings, laboratory testing, engineering analysis, and written report. Boring locations to be staked by Consultant. Any locates for any private utilities in the area are the responsibility of the owner(s).*

3. Plan Development

3.1 60% Plans

The Exhibit G concept will be used as a basis for the 60% plan set. Design will consider demolition of buildings, site preparation, grading and drainage, and construction of a small “Confined Dewatering Facility” (CDF) berm, parking lot, and underground forcemain extension. 11x17 plan sheets will be assembled as a basis for further design development and consultation with the City and other stakeholders. Following agreement on the concept plans, local public utilities will be contacted for early coordination and to avoid conflicts during construction.

3.2 Check Plans

Feedback from Client and other stakeholders will be used to further develop potential improvements and produce a draft set of final plans and project manual (contract documents and specifications), and engineer’s opinion of probable construction costs. Following Client’s review of the draft documents Consultant will meet with Client to discuss feedback and prepare for letting the project. All comments from the Client will be incorporated to produce the final construction documents.

3.3 Final Plans

Final plans will detail improvement designs including grading, infrastructure, and civil construction improvements, Estimate Reference Notes, specifications (if needed), and details.

Deliverables – 60% plans, final check plans, final plans. Each set of deliverables will come with an updated estimate of construction cost. Final plans will include a project manual including standard City front end documents (and/or SUDAS documents), and special provisions only if needed. An NPDES #2 compliant SWPPP document will be prepared for the contractor’s use during construction, and for obtaining an Iowa GP#2 permit if required (permit to be obtained by the contractor).

4. Bidding Services

Consultant will provide bidding documents. Consultant will advertise for bids, and will assist with the bid opening, however City will provide a location for the letting, and City Clerk will receive the sealed bids formally. One formal project letting is included in this scope of services.

4.1. Bidding Documents

2.2.4 Consultant will list the project using standard local outlets. The consultant will print 2 sets of drawings, specifications, and contract documents for physical examination by prospective bidders at City hall. Electronic versions of the documents will be made available also. The consultant (or a service provider will maintain a record of parties to whom bidding documents have been issued.

4.2. Bid Letting

4.2.1. Consultant will answer any contractor questions during the bid phase and issue any addenda necessary, although a pre-bid meeting is not included. Addenda will be issued up until seven calendar days from the letting date. No specific questions will be answered, and no addenda will be issued within seven days of the letting to prevent confusion by the bidders.

4.3. Contract Award

4.3.1. Consultant will attend the bid opening. Following bid opening, Consultant will prepare bid tabulation sheets and distribute to the City (and all plan holders if approved by City). Consultant will then assist the City in evaluating bids, recommending contractors and awarding construction contracts.

4.3.2. Consultant will review and submit the executed contract documents to the City for approval.

Deliverables: Bid Tabulation, Final Bidding Documents, Contractor Contract Documents

5. Construction Administration

Consultant will lead the Construction Administration services. The construction duration is estimated to be approximately 18 weeks or less (from letting to substantial completion), and about 12 weeks for actual construction. If for any reason the duration is significantly longer, resulting in additional effort, the contract may need to be amended to include the effort.

5.1. Pre-Construction Meeting

Consultant will attend a pre-construction meeting (Client to provide a location) and assist in answering contractor questions, orienting the team to the site and walking through the project. Consultant will be responsible for scheduling and coordinating the meeting, and preparing meeting minutes, if needed.

5.2. Submittals

5.2.1. Consultant will review shop drawings, and maintain a log of shop drawings received and returned.

5.2.2. Consultant will receive, review, and verify construction quantities reported by contractor on pay applications before processing and submitting to the Client for payment.

5.2.3. Consultant will receive, review and process change order requests and assist Client with Change Order negotiations.

5.3. Construction Observation

5.3.1. Consultant will provide one Resident Project Representative (RPR) responsible for regular site visits and documentation of general progress. Consultant will be available for questions and overall support. Consultant's design staff will visit the project site during construction to answer questions and review progress up to 3 times during construction. RPR staff will conduct weekly site visits at minimum and at key milestones during construction, including for example:

- Building Demolition

- Completion of primary grading
- Parking Lot Construction
- Berm Construction
- Forcemain Extension
- Placement of storm drainage structures
- Final site stabilization

5.3.2. Consultant will prepare brief construction progress reports following each visit (if requested)

Note: No more than 20 site visits are anticipated.

5.4. Final Field Review and Project Close-Out

5.4.1. Consultant and Client will conduct a field review to determine if the work is substantially completed, and Consultant will develop a punch list for the Contractor. Consultant will perform a subsequent final close out inspection to ensure that all punch list items have been addressed. If multiple follow up inspections are required, a contract amendment may be necessary.

5.4.2. Following satisfactory completion (assessed by Consultant and City), Consultant will draft a letter of final acceptance recommending final payment to the Contractor and providing written notice to City and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.

5.5. Record Drawings

5.5.1. Consultant will assemble construction record drawings (PDF markups) showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor. RPR will not be onsite at all times, so deviations from design drawings must be documented by the contractor and reported to Consultant. Consultant shall provide City with one electronic copy of the record drawings in PDF or similar format.

5.5.2. No as built survey is included, however this service can be added if desired

Deliverables: Meeting minutes, Punch Lists, Construction Progress Reports, Final Acceptance Letter, Record Drawings, Close out documentation

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **CONSULTANT** in **CONSULTANT**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

1. GENERAL

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.
 - i. Liaison:
 - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
 - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.

- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. Records:
- Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
- Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
 - Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.
- J.

3. LIMITATIONS OF AUTHORITY

- A. Resident Project Representative:
- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
 - Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
 - Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
 - Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
 - Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

EXHIBIT G

McCLURE ENGINEERING COMPANY

DRAWING DEPICTING THE PROJECT

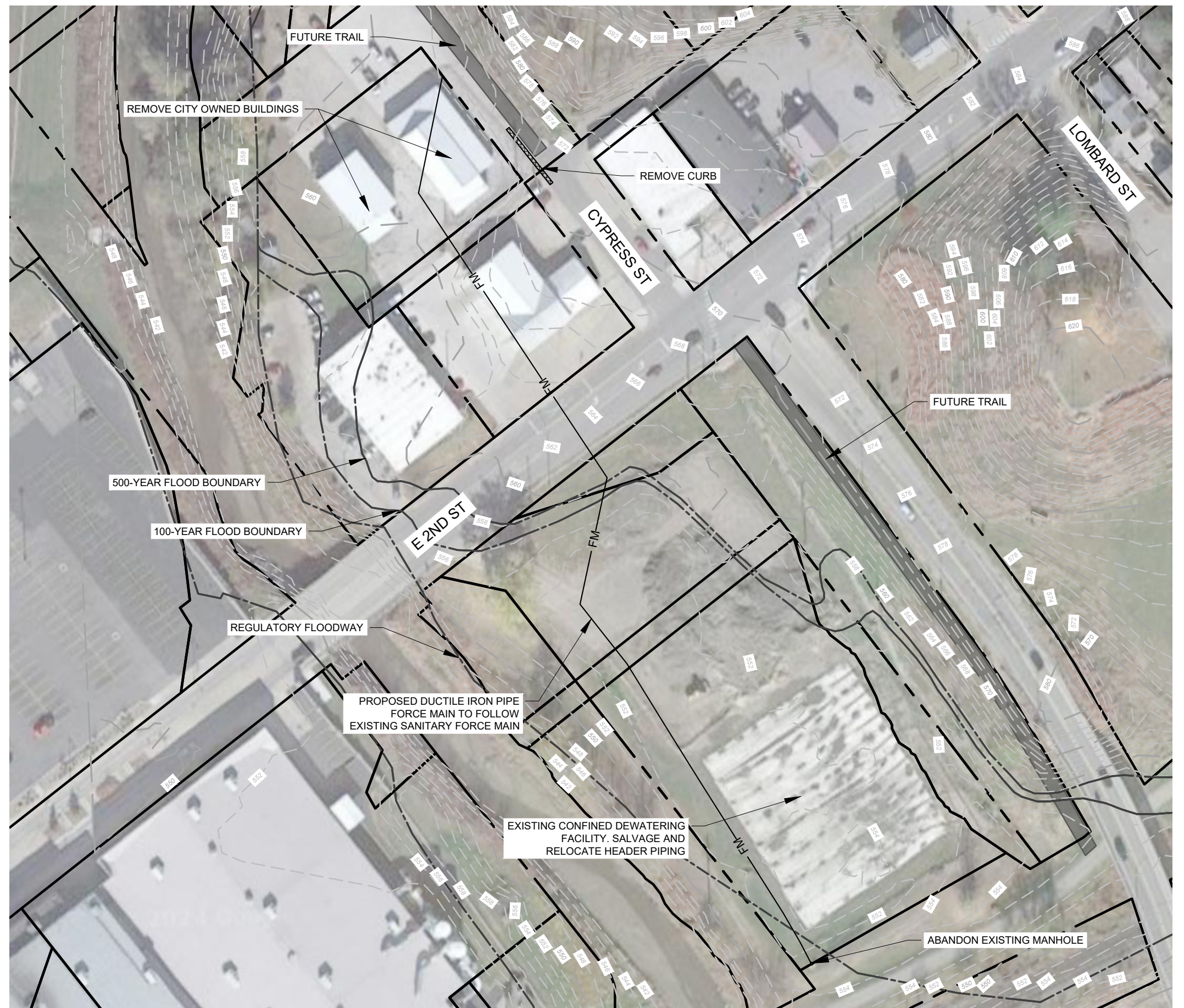
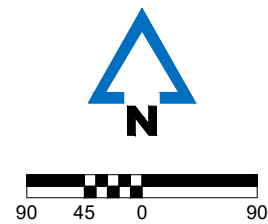
Muscatine Marina CDF Relocation – Final Design and Construction

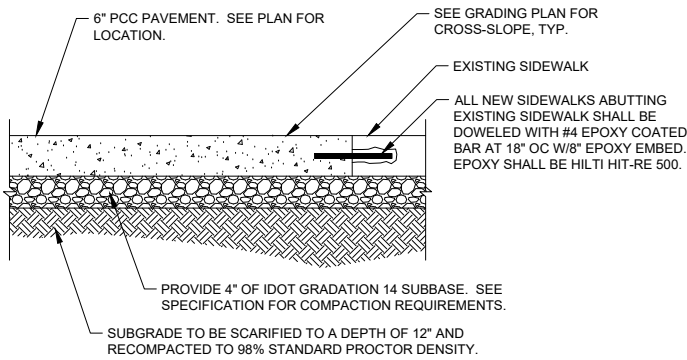


LEGEND

	6" PCC PAVEMENT
	4" PCC SIDEWALK
	REMOVE PAVEMENT
	PARCEL LINES
	FLOODWAY BOUNDARY
	PROPOSED FORCE MAIN
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR

EXISTING CONDITIONS AND REMOVALS





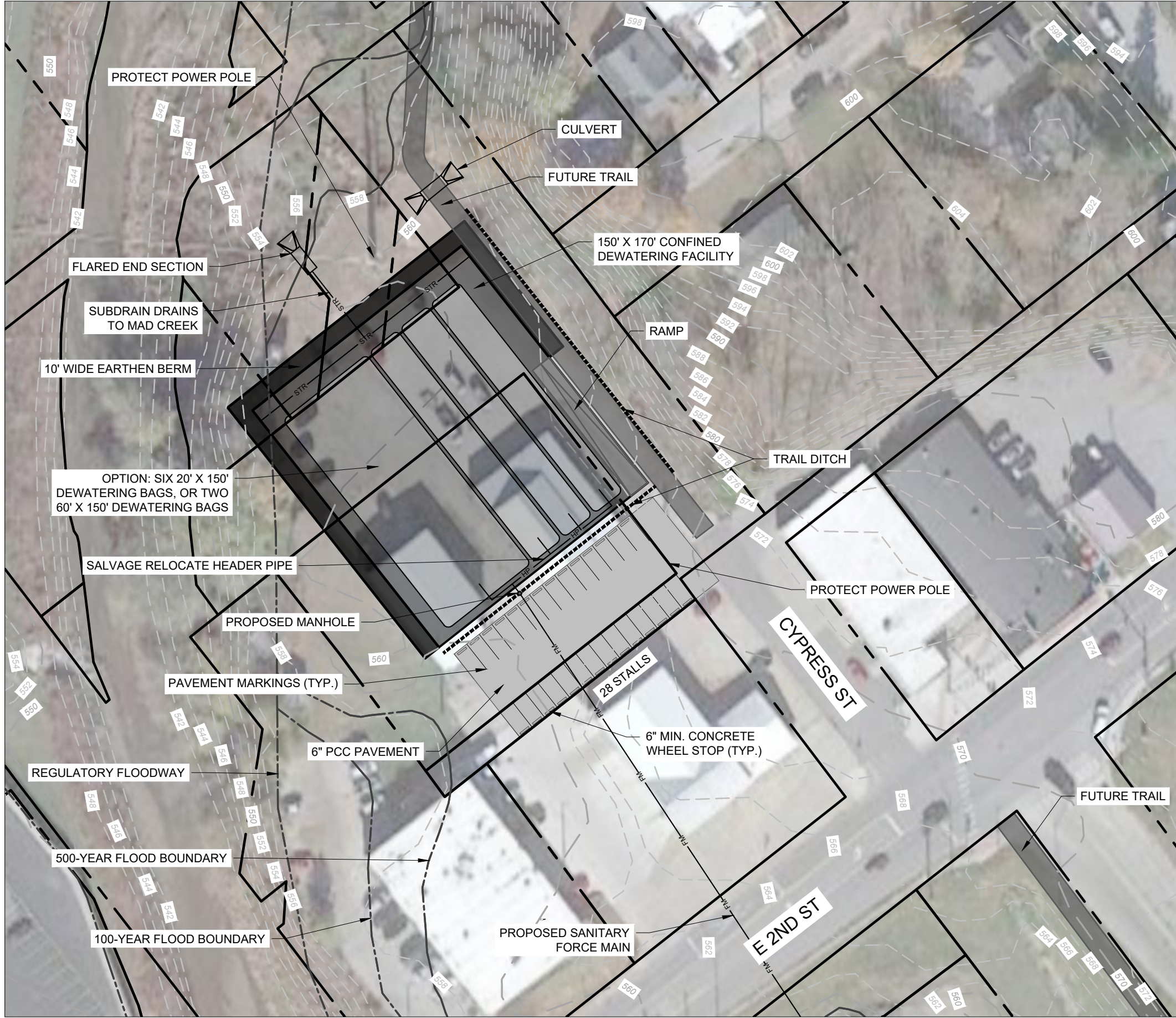
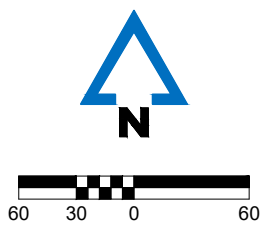
- NOTES:
1. SPACE 1" EXPANSION JOINTS AT MAX 100' INTERVALS.
 2. PROVIDE MEDIUM BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAVEL.

1 6" PCC SIDEWALK
N.T.S.

LEGEND

- 6" PCC PAVEMENT
- 4" PCC SIDEWALK
- EARTHEN BERM
- CONFINED DEWATERING FACILITY
- DEWATERING BAGS
- PARCEL LINES
- FLOODWAY BOUNDARY
- TRAIL DITCH
- STR SUBDRAIN
- FM PROPOSED FORCE MAIN
- HP HEADER PIPE
- 499 EXISTING 2' CONTOUR
- 500 EXISTING 10' CONTOUR

PROPOSED CONDITIONS





City of Muscatine

ITEM NUMBER 2024-0331

AGENDA ITEM SUMMARY

DATE: 8/1/2024

STAFF

SUBJECT

Request to Approve Memorandum of Understanding with Kent Pet Group, Inc. for Maintenance of Sewer Under Their Rail Spur.

EXECUTIVE SUMMARY

Request to Approve Memorandum of Understanding with Kent Pet Group, Inc. for Maintenance of Sewer Under Their Rail Spur.

STAFF RECOMMENDATION

Approve the MOU

BACKGROUND/DISCUSSION

In order for Kent Pet Group to provide rail service to their new facility that is under construction, they need to build it over the existing 18-inch PVC force-main sanitary sewer installed in 2000. Kent Pet Group's Engineer's solution is to encase the roughly 800 foot section of force-main in concrete under the tracks and to a point extending beyond the tracks. The Public Works Collection and Drainage Division Staff are concerned that this could cause a break in the pipe and create difficulties in repairs because concrete and tracks will likely need to be removed in the event that a repair is necessary.

In order to alleviate these concerns and keep this project moving on schedule, Public Works and Kent Pet Group have created a memorandum of understanding whereby we will split the costs for any repairs to the sewer in this area, and any needed removal or replacement of the rail spur will be paid for by Kent Pet Group.

CITY FINANCIAL IMPACT

None at this time.

ATTACHMENTS

1. Sanitary Force Main 7.29.24
2. Pages from 8875 Rail All Sheets 5-22-1



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

Public Works

City Transit 263-8152
Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering
Solid Waste
Airport

June 13, 2024

Steve Gordon
Kent Pet Group, Inc.
2905 US Hwy 61 N
Muscatine, IA 52761

RE: Memorandum of Agreement - Sanitary Force Main Sewer Under Railroad Spur

Dear Mr. Gordon:

It is our understanding that to provide rail service to your proposed development on Parcel 1320126002 in Muscatine, Iowa, the railway will need to be constructed over our existing 18-inch diameter sanitary sewer force main located on Parcel 1320176005. It is also our understanding that to meet railroad specifications the existing sewer will need to be encased in concrete for the length that is under the railroad tracks ("the encased section").

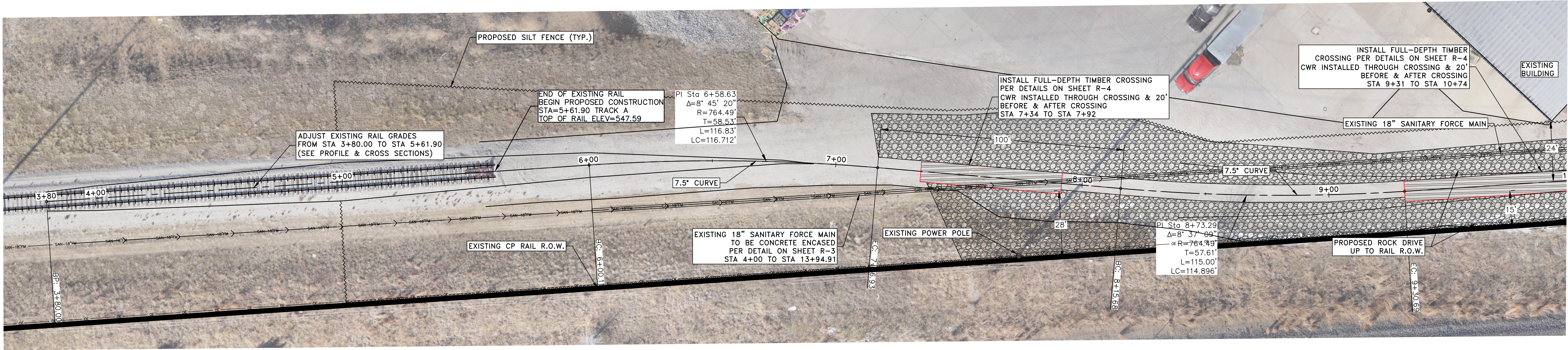
This memorandum of agreement is made to affirm our agreement. Both Parties agree that should sewer repairs be required in the encased section on Parcel 1320176005, the City of Muscatine and Kent Pet Group, Inc. will each pay half the costs of the repairs and all work associated with the repairs to the sewer and the concrete encasement. Furthermore, both parties agree if the sewer repairs require any removal, replacement and/or repair of the railroad grade or any railroad tracks, the costs for such removal, replacement and/or repair shall be borne by Kent Pet Group, Inc. due to their use of the rail spur.

City of Muscatine
Name: _____
Title: _____
Signature: _____
Date: _____

Kent Pet Group, Inc.
Name: _____
Title: _____
Signature: _____
Date: 7-29-2024

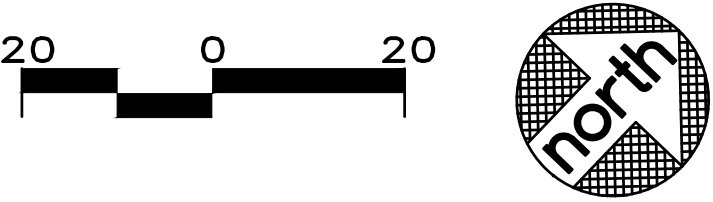
"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain

F:\CIVIL\3D PROJECTS\8875 WL PORTLAND\20 DESIGN DRAWINGS\8875 GRADING RAIL.DWG PLOTTED: 5/22/2024

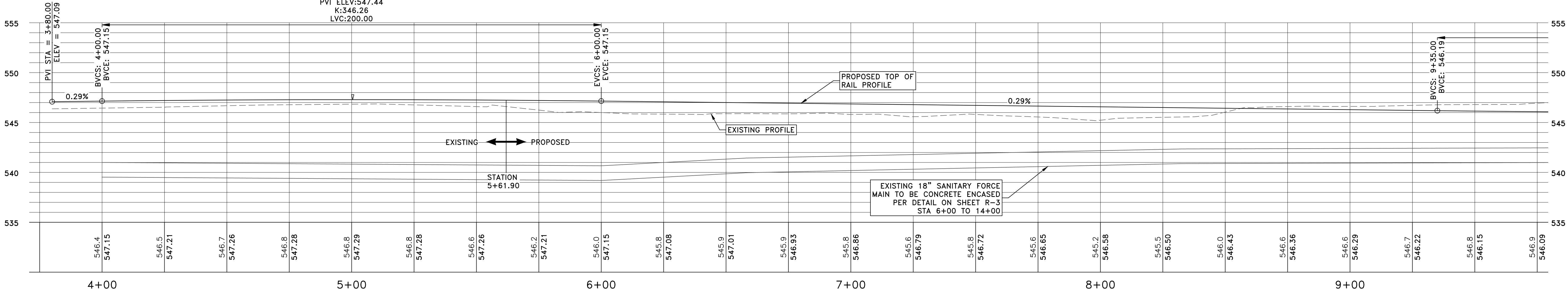


PROFILE VIEW OF TRACK A
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

HIGH PT STA: 5+00.42
HIGH PT ELEV: 547.29
PVI STA: 5+00.00
PVI ELEV: 547.44
K: 346.26
LVC: 200.00



NOTE: ALL PIPES AND CASINGS INSIDE THE ZONE OF RAILROAD INFLUENCE MUST BE RATED FOR E80 OR BETTER LOADING. THE ZONE OF RAILROAD INFLUENCE IS 35' FROM CENTERLINE OF RAILROAD. THE EXISTING SANITARY FORCE MAIN & PROPOSED GAS, ELECTRIC, CABLE, & TELEPHONE WILL BE CONCRETE ENCASED TO MEET THE E80 LOADING REQUIREMENT. PROPOSED SANITARY SEWERS AND WATER MAIN SHALL BE CASED TO MEET THE E80 LOADING REQUIREMENT. PROPOSED STORM SEWER SHALL BE CLASS V RCP TO MEET THE E80 LOADING REQUIREMENT.



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



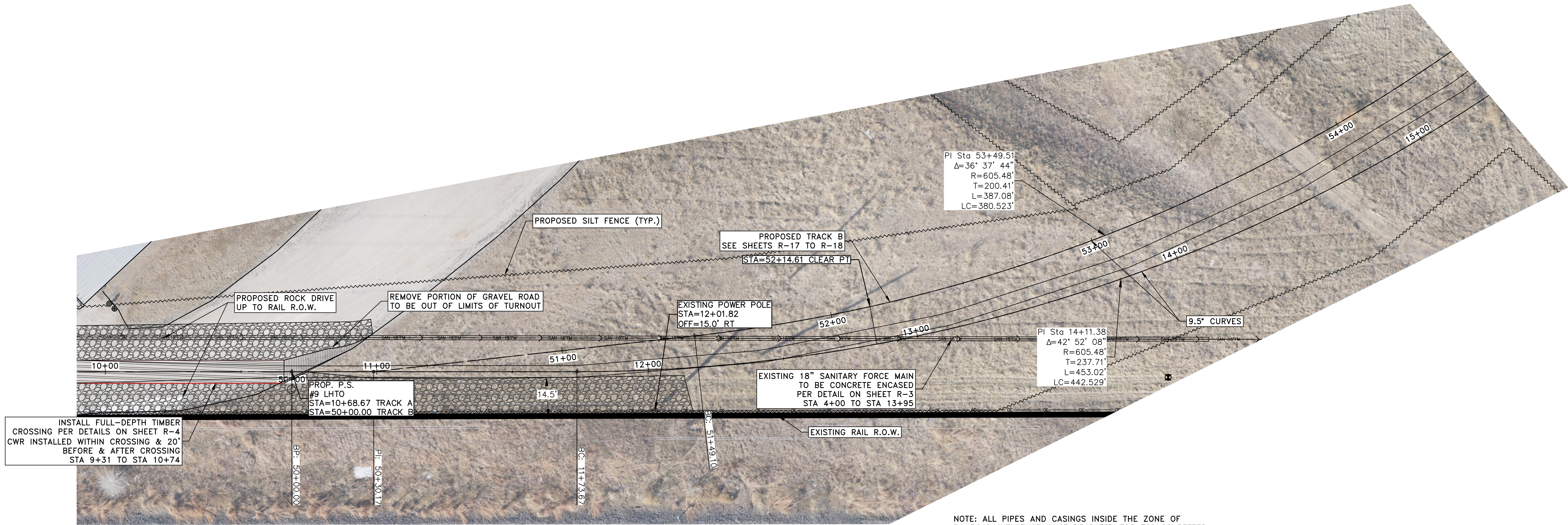
Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7691
EMAIL info@martin-whitacre.com

KPG RAILROAD
KENT PET GROUP
MUSCATINE, IOWA

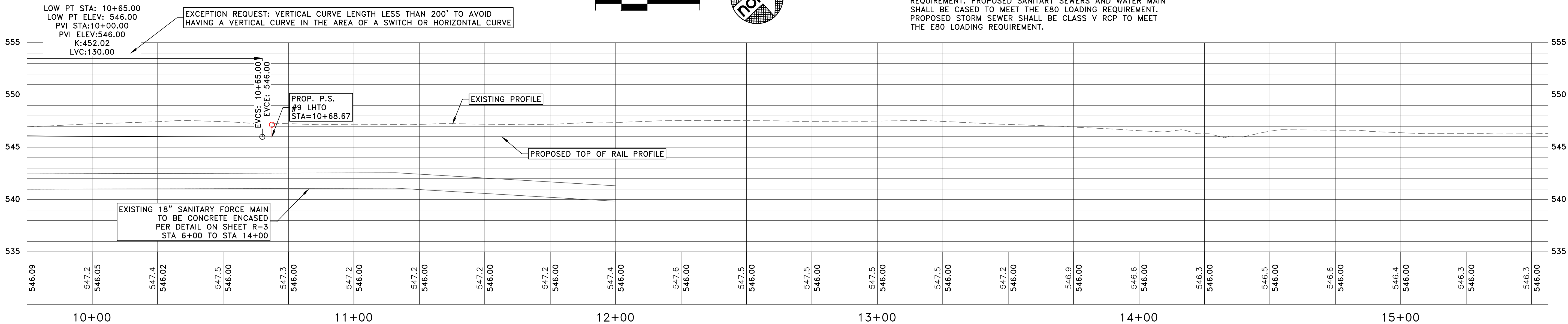
SOUTH RAIL PLAN & PROFILE

PROJ NO:	8875.23	DRAWING NO:
CONST PROJ:	000	R-9
SCALE:	AS NOTED	SHEET NO:
DATE:	5/22/24	9 OF 24

F:\CIVIL\3D PROJECTS\8875 WL PORTLAND\20 DESIGN DRAWINGS\8875 GRADING RAIL.DWG PLOTTED: 5/22/2024



PROFILE VIEW OF TRACK A
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



NOTE: ALL PIPES AND CASINGS INSIDE THE ZONE OF RAILROAD INFLUENCE MUST BE RATED FOR E80 OR BETTER LOADING. THE ZONE OF RAILROAD INFLUENCE IS 35' FROM CENTERLINE OF RAILROAD. THE EXISTING SANITARY FORCE MAIN & PROPOSED GAS, ELECTRIC, CABLE, & TELEPHONE WILL BE CONCRETE ENCASED TO MEET THE E80 LOADING REQUIREMENT. PROPOSED SANITARY SEWERS AND WATER MAIN SHALL BE CASED TO MEET THE E80 LOADING REQUIREMENT. PROPOSED STORM SEWER SHALL BE CLASS V RCP TO MEET THE E80 LOADING REQUIREMENT.

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



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

KPG RAILROAD
KENT PET GROUP
MUSCATINE, IOWA

SOUTH RAIL PLAN & PROFILE 2

PROJ NO:	8875.23	DRAWING NO:
CONST PROJ:	000	R-10
SCALE:	AS NOTED	SHEET NO:
DATE:	5/22/24	10 OF 24