# City of Muscatine

## CITY COUNCIL

Thursday, August 15, 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 15, 2024,6:00 PM

**AGENDA**

1. **CALL TO ORDER**

2. **INVOCATION-Councilmember Jeff Osborne**

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

**5. FROM THE MAYOR**

A. Swearing in of Firefighter Conner Christiansen

B. Swearing in of Firefighter Carter Hendrix

**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**

**11. * PETITIONS AND COMMUNICATIONS**

A. Request to Approve Road Closure on Jefferson Street between Fillmore Street and Hill Avenue for Installation of Sewer Service to Public Works Wash Bay.

B. Request to Approve Pay Adjustment for Interim City Administrator Chief Tony Kies

**12. * COMMUNICATION – RECEIVE AND FILE**

A. July 29, 2024 Muscatine County Board of Supervisors Minutes

B. August 5, 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 $11,987.78, To Plumb Supply, For A Water Filter System for Taylor Park.

B. Request to Approve the Issuance of a Purchase Order in the Amount of $8,690.00, to Zimmer & Francescon, Inc., for the Purchase of a GAI Flanged Check Valve for the Canon Lift Station.

C. Request to Approve the Issuance of a Purchase Order, in the amount of $9,975.00, to Stevens Erosion Control for SWPPP Implementation and Management of the Ravine Fill Site.

D. Request to Approve the Issuance of a Purchase Order, in the Amount of $15,270.00, to Diamond Vogel for a Paint Striping Machine.

E. Request To Approve A Purchase Order For $16,220.00 To Bi-State Masonry For Tuck pointing And Repairs To The Cobblestone Lighthouse And Bridge At The Weed Park Lagoon

**14. * APPROVAL OF BILLS**

It is recommended bills totaling $2,749,341.07 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. August 15, 2024 Bills for Approval

**15. PUBLIC HEARING**

**16. BOARDS AND COMMISSIONS**

**17. FROM THE CITY ADMINISTRATOR**

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

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

D. Third and Final 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 Authorizing the Allocation of up to $1,303,500.00 of American Rescue Plan Act (ARPA) Funding for the Muscatine Indoor Sports Dome Project.

F. Resolution Approving the Preliminary/Final Plat of BSS-1 Subdivision

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

H. Resolution Setting a Public Hearing for September 5, 2024, at 6:00 PM at City Hall Council Chambers, to Discuss Proposed Changes to Title 2, Chapter 2-1 of City Code, regarding Airport Advisory Commission Term Limits.

I. Resolutions for Change of Authorized Signers for City Bank Accounts

J. Resolution Accepting Completed Work by Hagerty Earthwork LLC for the West Hill Sewer Separation Project Phase 5A and 5B, and Authorizing Release of Retainage in the Amount of $316,593.26

K. Resolution Approving Contract and Bond for the Muscatine Indoor Sports Complex Project.

L. Resolution Voluntarily Annexing Certain Real Estate to The City of Muscatine, Iowa (Niemann Acres Subdivision)

M. Resolution Providing for the Voluntary Severing Certain Real Estate from the City of Muscatine, Iowa (Niemann Acres Subdivision)

N. Resolution Setting a Public Hearing on September 5, 2024, at 6 pm Regarding Approval of a Development Agreement with Merge, LLC, Including Annual Appropriation Tax Increment Payments

O. Request to Approve a Contract with Muscatine Center for Social Action for the Provision of Technical Services Required for Housing Rehabilitation Projects that will be Completed as part of the Mulberry Neighborhood Revitalization

P. Request to Approve the Issuance of a Purchase Order, in the Amount of $77,710.84, to Thermo Electron, LLC for the Purchase of the ICP Metal Testing Lab Equipment.

Q. Request to Approve the Issuance of a Purchase Order in the amount of $146,910.00, to Stivers Ford Lincoln, for the Purchase of Two F-350 4 x 4 Dual Rear Wheel Dump Body Trucks with Lift Gates for the Park Maintenance Division and the Water Pollution Control Plant.

R. Request to Approve Change Order #1 for Sunset Park Lighting Project for an Amount of $4,343.37 to Tri-City Electric Company.

S. Request to Approve the Issuance of a Purchase Order, in the Amount of $96,205.00, to MacQueen Equipment for the Purchase of a Titan Pro Plus Leaf Vacuum.

T. Request to Approve the Issuance of a Purchase Order, in the Amount of $94,225.00, to Peterson Contractors Inc. for the 2024 Pavement Crushing Contract.

U. Request to Approve the Issuance of a Purchase Order, in the Amount of $98,635.00, to Iloca Services of Davenport for the Purchase of a 2024 Mac Transfer Trailer.

V. Request to Approve Change Order Number 1 For the Fulliam Avenue Reconstruction Project Phase 2 in the amount of $2,232.73.

## 18. MAYOR AND COUNCIL REPORTS

## 19. ADJOURNMENT

# City of Muscatine

ITEM NUMBER 2024-0352

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Brian Stineman, Public Works Director

**SUBJECT**

Request to Approve Road Closure on Jefferson Street between Fillmore Street and Hill Avenue for Installation of Sewer Service to Public Works Wash Bay.

**EXECUTIVE SUMMARY**

Request for a road closure on Jefferson Street between Fillmore Street and Hill Avenue for installation of sewer service to Public Works Wash Bay.

**STAFF RECOMMENDATION**

Approve the request

**BACKGROUND/DISCUSSION**

In order to connect the sewer from the wash bay that is under construction at the Public Works facility, a connection to the existing sewer on Jefferson Street is needed. Due to the location of the sewer under the street, the entire roadway will need to be closed to make the connection.

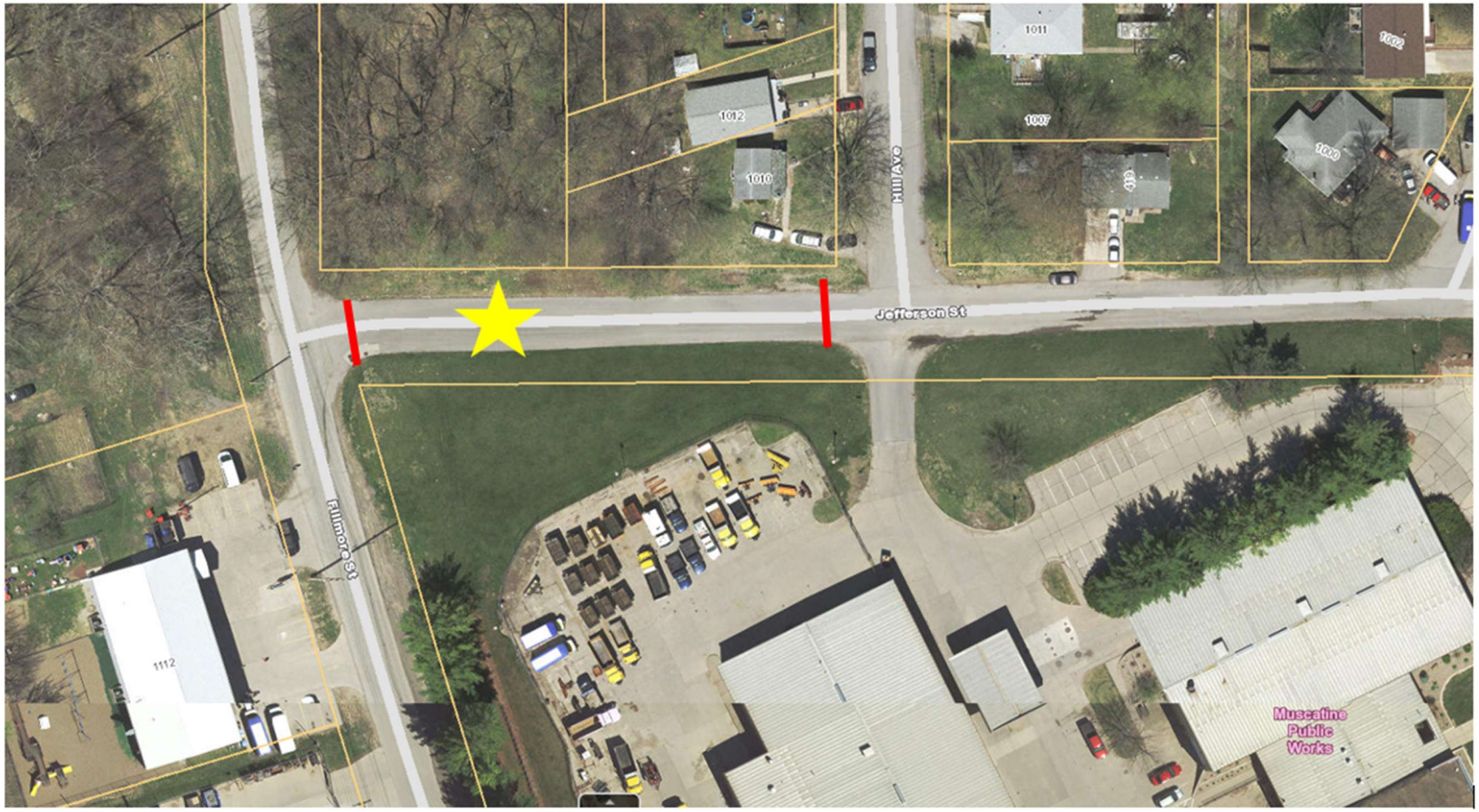
At this time the dates of the closure are not known, but it is expected within the next two weeks. Once the dates are determined, the public will be notified at least 48 hours in advance. The closure is expected to take less than one week.

**CITY FINANCIAL IMPACT**

This work is included in the construction costs of the project.

**ATTACHMENTS**

1. Road Closure on Jefferson for Wash Bay


1012
1010
1011
1007
1002
1000
Hill Ave
Jefferson St
Fillmore St
1112
Muscatine
Public
Works

# City of Muscatine

ITEM NUMBER 2024-0372

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Stephanie Romagnoli, Human Resources Manager

**SUBJECT**

Request to Approve Pay Adjustment for Interim City Administrator Chief Tony Kies

**EXECUTIVE SUMMARY**

On Thursday, August 8, 2024, the City Council voted to approve Tony Kies as the interim City Administrator effective August 12, 2024. This request is to provide a temporary pay increase for the period of time he serves as the interim administrator. The request is for a 20% pay increase to his current salary, which makes his annual equivalent $153,628.80.

**STAFF RECOMMENDATION**

Staff recommends approval of this request.

**BACKGROUND/DISCUSSION**

On Thursday, August 8, 2024, the City Council voted to approve Tony Kies as the interim City Administrator effective August 12, 2024. This request is to provide a temporary pay increase for the period of time he serves as the interim administrator. The request is for a 20% pay increase to his current salary, which makes his annual equivalent $153,628.80.

**CITY FINANCIAL IMPACT**

The financial impact will depend in part on the amount of time Mr. Kies serves in this position. For the estimated 4.5 months he will serve as interim, the cost will be approximately $9601.80. Additionally, however, there will be some cost savings for the full-time City Administrator salary, helping to offset this increase.

**ATTACHMENTS**

Muscatine County Board of Supervisors
Monday, July 29, 2024

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

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

Muscatine Police Department Assistant Chief Steve Snider updated the Board on the City/County joint law enforcement and range training facility project. Snider stated the project is currently looking at ground at the City of Muscatine Airport property. Snider stated a City Planning and Zoning meeting has been held and an on-site visit from surrounding neighbors that included a walk through at the site. Snider stated the second reading for a city ordinance is in process. Snider stated the City of Muscatine is entering into a contract with an engineering firm to complete the final design and layout of a full functioning facility with a training building and also will include a 100-yard and a 50-yard shooting range. Once the final design is completed the Federal Aviation Administration (FAA) will need to make final approval on the facility. Chick questioned if the facility is to be as a joint owner with City of Muscatine and Muscatine County. Snider stated he is under the impression the facility will be a joint venture and stated the property is city owned which allows for some cost saving measures that can be used in other parts of the proposed project/facility. Snider stated he attended an Airport Commission meeting last week and they are in support of the project. Chick asked what neighbors were contacted. Snider stated by city code they were required to notify property owners within 200 feet of the property, however they notified everyone within a half mile. Snider stated the meeting was well attended and attendees were in support of the facility and the layout. Chick stated his concern as the Board experienced disgruntled property owners earlier this year, who voiced their concerns of living within a two-mile radius (of a proposed shooting range which was located in a different area of the county). Snider presented a handout to show a conceptual layout of the facility. The Board thanked Snider for his presentation.

On a motion by Mather, second by Sauer, the Board approved Ordinance #07-29-24-01 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 third and final reading. Roll call vote: Ayes: All.

On a motion by Chick, second by Kirchner, the Board approved Resolution #07-29-24-01 Granting an Extension to Record the Approved Replat of Lots 1 and 2 of Salvatore's Subdivision and Parcel J. Roll call vote: Ayes: Kirchner, Chick, Sorensen, Sauer. Nays: 0. Mather abstained from the vote due to client conflict.

**RESOLUTION #07-29-24-01**
**RESOLUTION GRANTING EXTENSION FOR FILING OF REPLAT OF LOTS 1 AND 2 OF SALVATORE'S SUBDIVISION AND PARCEL J**

WHEREAS, the Muscatine County Board of Supervisors approved the preliminary and final plat of the Salvatore's Subdivision on August 14, 2023 and approved a 90-day extension on March 11, 2024; and

WHEREAS, Article III, Section 1.7 of the Muscatine County Subdivision Ordinance requires recording of the final plat within 90 days of its approval; and

WHEREAS, the final plat was not recorded within the 90-day window of the original approval nor within the 90-day extension; and

WHEREAS, owing to an additional period of time being needed to file the final plat; and

WHEREAS, the attorney representing the owners has submitted a written request for an extension after the 90-day filing period has expired and has paid the $100 fee, as required by Section 1.7.

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

1. That Nathan Mather, attorney for the Salvatore's Subdivision owners, is granted an additional 90 days to file the final plat and otherwise comply with the subdivision ordinance.

Passed and approved this 29th day of July, 2024.

ATTEST:

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| /s/Tibe Vander Linden | /s/Jeff Sorensen, Chair |
| Muscatine County Auditor | Muscatine County Board of Supervisors |

Planning and Zoning Administrator Eric Furnas reviewed a summary memo prepared by Renaissance Historic Exteriors regarding Change Order #2 for the clock tower portion of the Courthouse Roof Project. The memo stated "with the existing copper shingles removed from the clock tower roof we had the opportunity to inspect the condition of the concrete deck. It appears as though there was an initial pour of concrete, with a secondary parge coating applied to smooth out the surface as much as possible. The existing surface has several pitted spots where chunks of material were loose and have fallen out. There are also other spots where the top parge coating has separated from the underlying layer. This was identified by tapping the surface with a hammer and hearing a hallow sound. There are also a few sections with deep cracks that penetrate deep into the concrete, if not all the way through. Based on the current conditions we recommend installing a (1 x 4 vertical & horizontal) wood batten system over the concrete deck. This would be installed after some minor repairs were made to the concrete deck (filling voids, cracks, etc.), the ice and water shield primer applied and the ice and water shield underlayment applied over the entire deck. The batten system will limit the number of penetrations required through the concrete deck

and will provide a solid, consistent substrate for securing the copper shingles to." Furnas stated the proposal has been reviewed and recommended by Mike Nolan, Horizon Architecture.

On a motion by Chick, second by Mather, the Board approved Change Order #2 for the Courthouse Roof Project, in the amount of $18,105.79. Ayes: All.

Furnas gave an overall update with the Board regarding the Courthouse Roof Project. Furnas stated they discovered during the uncovering that the original slate tiles were still under the wood deck which raised concerns of the structural integrity of the roof and whether it would hold the load of the existing slate tiles, a wood deck and another layer of stone slate. Nolan and his engineering firm completed core sampling and calculations have determined the original slate tiles and wood deck will not have to be removed.

County Engineer Bryan Horesowsky presented the Iowa Department of Transportation (DOT) bid letting results for Project BROS-C070(71)--8J-70, Bridge Replacement - PPCB on Trolley Avenue, near SE corner NE-NE, S27-T77N-R1W. Horesowsky stated the letting process was completed by the Iowa DOT as it is a federal project. The three lowest bids are as follows: Iowa Bridge & Culvert, L.C. - $665,057.60; Jim Schroeder construction, Inc.- $668,768.90 and Taylor Construction- $725,279.50. Horesowsky recommended accepting a bid and awarding a contract to Iowa Bridge & Culvert, L.C. bid at $665,057.60

On a motion by Mather, second by Chick, the Board approved Resolution #07-29-24-02 Accepting a Bid and Awarding a Contract for Project BROS-C070(71)--8J-70, Bridge Replacement - PPCB on Trolley Avenue, near SE corner NE-NE, S27-T77N-R1W to Iowa Bridge & Culvert, L.C., in the amount of $665,057.60 and authorized the County Engineer to Electronically Execute the Contract Documents. Roll call vote: Ayes: All.

**RESOLUTION # 07-29-24-02**
**ACCEPTING A BID AND AWARDING A CONTRACT FOR PROJECT BROS-C070(71)--8J-70, BRIDGE REPLACEMENT - PPCB ON TROLLEY AVENUE, NEAR SE CORNER NE-NE, S27-T77N-R1W IN MUSCATINE COUNTY, IOWA AND AUTHORIZING THE COUNTY ENGINEER TO ELECTRONICALLY EXECUTE THE CONTRACT DOCUMENTS**

WHEREAS**,** the Board of Supervisors, hereafter referred to as "the Board", believes that the Trolley Avenue Bridge Replacement - PPCB, hereafter referred to as "the project" is in the best interest of Muscatine County, Iowa, and the residents thereof. The project is defined as a Bridge Replacement - PPCB on Trolley Avenue, near SE corner NE-NE, S27-T77N-R1W; and

WHEREAS**,** the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Muscatine County, Iowa, to accept the bid from Iowa Bridge & Culvert, L.C. in the amount of $665,057.60 and awards the associated contract to the same; and

BE IT FURTHER RESOLVED, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, that Bryan Horesowsky, PE, the Muscatine County Engineer for Muscatine County, Iowa, is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Passed and approved this 29th day of July, 2024.

ATTEST:

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| /s/Tibe Vander Linden | /s/Jeff Sorensen, Chair |
| Muscatine County Auditor | Muscatine County Board of Supervisors |

On a motion by Sauer, second by Chick, the Board approved the two utility permits with Eastern Iowa Light & Power, Wilton, Iowa – bore two-to-three-inch ducts on Jewett Avenue from an existing pole on the west side, to the east, into the private property at 1937 Jewett Avenue. with 12,500V three phase cable for a new three phase service to a new grain bin site, T-77-N R-2-W, Lake Township, Section 22 and bore two-inch one phase 7200V cable across Iron City Avenue, T77M-R3W-Section 20. Ayes: All.

Horesowsky updated the Board on secondary road projects. Sorensen requested an update on the Muscatine Island Levee Improvement Project. Horesowsky stated he attended a construction project meeting last week. The construction was started on July 24, 2024, with hauling sand (using the Pettibone Avenue crossing) for Feature 1. Horesowsky stated the sand hauling is expected to take one and a half to two months.

On a motion by Chick, second by Sauer, the Board approved for publication the Muscatine County Treasurer's Semi-Annual Report for the period January 1, 2024 through June 30, 2024.

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

Correspondence.

All Supervisors received an email from Taylor Collins, Iowa State Representative District 95, regarding the bridge replacement on U.S. Highway 6.

Sauer received an email from a citizen regarding the 245th Street bridge in Conesville, Iowa.

Sorensen, Chick and Kirchner received an email from Chuck Houseman regarding the 245th Street bridge status.

Committee Reports.

Kirchner attended a West Liberty Economic Area Development (WELEAD) meeting on July 25, 2024.
Chick attended a Mississippi Valley Workforce Area Finance meeting on July 24, 2024.
Chick attended a Muscatine Veteran's Networking meeting on July 24, 2024.
Sorensen attended a Region 9 Transportation Policy meeting on July 24, 2024.
Sorensen attended a Bi-State Regional Planning Commission meeting on July 24, 2024.
Mather attended a Community Action of Eastern Iowa meeting for 2025 strategic planning on July 25, 2024.
Sauer attended a Courthouse Security meeting on July 26, 2024.

On a motion by Mather, second by Sauer, the Board accepted July 2024 payroll claims. Ayes: All.

Horesowsky stated he received an email this morning from Taylor Collins, Iowa State Representative regarding the U.S. Highway 6 construction, east of West Liberty. Horesowsky stated his department has received no correspondence from the Iowa DOT regarding the construction and he plans to contact the Iowa DOT with road detour concerns. Mather requested that Horesowsky send his concerns to the Board in order for the Board to respond to Collins' email.

The Board recessed at 9:36 A.M. The Board reconvened at 9:40 A.M.

On a motion by Mather, second by Chick, the Board went into Closed session at 9:40 A.M. pursuant to Chapter 21.5.1 (j) Code of Iowa, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for the property. Roll call vote: Ayes: All. On a motion by Chick, second by Kirchner, the Board returned to open session at 10:00 A.M. Roll call vote: Ayes: All.

On a motion by Mather, second by Sauer, the Board went into Non-public session at 10:07 A.M. pursuant to Chapter 20.17(3), Code of Iowa, to discuss strategy in union negotiations. Roll call vote: Ayes: All. On a motion by Mather, second by Kirchner, the Board returned to open session at 11:11 A.M. Roll call vote: Ayes: All.

The meeting was adjourned at 11:11 A.M.

ATTEST:

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| Tibe Vander Linden<br>County Auditor | Jeff Sorensen, Chairperson<br>Board of Supervisors |

Muscatine County Board of Supervisors
Monday, August 5, 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 August 5, 2024 in the amount of $1,165,451.65.

A Public Hearing was called to order by Chairperson Sorensen at 9:02 A.M. on a request from Regina Noll, Record Owner, to rezone approximately .23 acres, located in Montpelier Township, 3389 Highway 22, from C-1 Commercial District to R-2 Residential District. Planning and Zoning Administrator Eric Furnas reviewed the Zoning Commission Development Report regarding the rezoning request. Furnas stated through the process of Regina Noll selling her property, she learned that it was zoned C-1 Commercial District, despite the land use having been residential for over 75 years. Because the existing single-family dwelling on the property is considered a non-conforming land use, lenders will often balk at providing financing for a property that cannot automatically be reconstructed in the event of a fire or other disaster. For these this reason and because most of the surrounding area is zoned R-2 Residential District, the applicant requests that the property be rezoned. Furnas stated the Zoning Commission voted unanimously to rezone from the existing C-1 Commercial District to R-2 Residential District. No one from the public spoke for or against the rezoning request.

On a motion by Mather, second by Sauer, the public hearing was closed at 9:05 A.M. Roll call vote. Ayes: All.

On a motion by Sauer, second by Chick, the Board approved an ordinance rezoning approximately .23 acres in Montpelier Township from C-1 Commercial District to R-2 Residential District on the first of three readings. Roll call vote: Ayes: All.

Mike Nolan, Horizon Architecture, reviewed the updated Master Agreement for All Service Orders stating there is only one change, which is to add an additional registered architect to the rate schedule/hourly rate. On a motion by Chick, second by Kirchner, the Board approved an updated Master Agreement for All Service Orders. Ayes: All.

Administrative Services Director Nancy Schreiber stated the three Service Orders for discussion and consideration have all been included in this year's Capital Improvement Plan.

Nolan reviewed the proposed Service Order for Muscatine County Community Services Building Maintenance and Repairs Project stating the project includes removal, repair or replacement of entrance ramp, ramp and stairs adjacent to loading dock and stone stairs on the northwest corner. Additional work includes water infiltration and interior finished repair on northeast corner of building and miscellaneous maintenance/repair of masonry at the roof parapet. Interior work includes upgrade of lighting, automatic fixture valves, elevator access

control and carbon monoxide detection system. On a motion by Mather, second by Sauer, the Board approved a Service Order for the Muscatine County Community Services Building Maintenance and Repairs Project Community Services Maintenance Project. Ayes: All.

Nolan reviewed the Service Order for the Muscatine County Administration Building Maintenance and Repair Project stating the project includes removal, waterproofing and replacement of roof components including two abandoned skylights and roof coping, selective repointing and repainting of exterior walls and interior water damaged finish replacement. Revision of drainage at back wall/alley to address washout. Work identified in the 2024 Master Plan may be modified depending on any additional conditions deemed necessary and approved by the county. On a motion by Chick, second by Kirchner, the Board approved a Service Order for the Muscatine County Administration Building Maintenance and Repairs Project. Ayes: All.

Nolan reviewed the Service Order for the Muscatine County Jail and Deputy's Quarters Maintenance Project stating the project includes removal and replacement of Door 920 and installation of two new access panels adjacent to the nurse's station and staff bathroom, an addition of split system conditioning unit in the jail south lobby and addition of sidewalk on the south side of the Deputy's Quarters. On a motion by Chick, second by Mather, the Board approved a Service Order for the Muscatine County Jail and Deputy's Quarters Maintenance Project. Ayes: All.

Nolan stated there will be a pre-construction meeting regarding the Muscatine County Jail exterior insulated panels project, as the project was originally slated to begin in July 2024, but has been delayed due to delivery of construction materials. Nolan stated the project should begin soon.

Nolan updated the Board on the Courthouse Roofing Project.

Nolan stated he has started a conversation with Katie Hammond, County Conservation Director, in regards to the remainder of the service order project funding, to look into the Conservation Department facilities to begin Master Planning.

On a motion by Mather, second by Chick, the Board approved Resolution #08-05-24-01 Suspending the Collection of Taxes. Roll call vote: Ayes: All.

**RESOLUTION #08-05-24-01**
**SUSPENDING THE COLLECTION OF TAXES**

WHEREAS, notice from the Director of Human Services has been received regarding the eligibility of Robert Vanacker, Muscatine, Iowa, (the 'recipient') for medical and facility care; and

WHEREAS, as such recipient of such assistance is deemed to be unable to contribute to the public revenue pursuant to Section 427.9, Code of Iowa; and

WHEREAS, the recipient is the owner of property described as follows:

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| Address: | 140 ½ North St., Fruitland, IA 52749 |
| Parcel No: | 1330251014 |
| Legal Description: | 30-76-2W Parcel H SW Ne & SE NE 10 Pl 21 |

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

1. That the County Treasurer is hereby ordered to suspend the collection of all taxes, including special assessments, rates or charges, interest, fees and costs for the current year and those unpaid from prior years. As long as the petitioner is authorized by DHS no interest accrues during suspension but payments can be made.
2. If the parcel is sold, passes by bequest or inheritance to any person other than the spouse or minor child of the petitioner, all taxes and special assessments become due and payable by the next semi-annual installment date. Interest at the rate of 1 ½% per month will start on the next delinquency date after the suspended taxes become due.

Passed and approved this 5th day of August, 2024.

ATTEST:

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| /s/Tibe Vander Linden | /s/Jeff Sorensen, Chairperson |
| Muscatine County Auditor | Muscatine County Board of Supervisors |

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

Correspondence:

Mather received a couple emails commending the Veteran's Director Eric Sanders on his work with the Veteran's Outreach meeting.

Mather received an email from a citizen thanking Veteran's Director Eric Sanders for his assistance to provide benefits and services to a widow of a veteran.

Mather had a conversation with Gene Hammons at the county fair regarding EMS legislative changes. Mather thanked Hammons for his assistance with Mather's daughter's friend who was experiencing heat exhaustion.

Kirchner received a call from Vera Smith inquiring about wind and solar issues.

Committee & Meeting Reports:

Chick attended a Mississippi Valley Workforce Area CEO meeting on July 30, 2024.

Sorensen attended a Muscatine County Emergency Management Services (EMS) meeting on July 31, 2024. Sorensen reviewed with the Board the legislation changes that may affect EMS services in the county.

Schreiber stated the two contracts being presented should have come to the Board before they were signed but due to miscommunication, they were not presented until today. The Sheriff's Department has been advised that proposals of this amount should be presented to the Board. Sorensen questioned Sheriff Quinn Riess about the card key access at the jail. Riess stated the Accurate Controls project of 40 card readers is to add them to the original 1996 portion of the jail, that does not have card readers. On a motion by Chick, second by Kirchner, the Board affirmed acceptance by Sheriff Quinn Riess of a proposal from Accurate Controls to add 40 card readers to the existing security system in the amount of $78,200.00, and a proposal from Eastern Iowa Electric to provide and pull cabling for the project in the amount of $45,959.89. Ayes: All.

On a motion by Mather, second by Sauer, the Board went into Closed session at 9:21 A.M. pursuant to Code of Iowa, Section 21.5(c) to discuss strategy with counsel in matter where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation; and/or Section 21.2 (j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for the property. Roll call vote: Ayes: All. On a motion by Mather, second by Sauer, the Board returned to open session at 9:55 A.M. Roll call vote: Ayes: All.

On a motion by Mather, second by Sauer, the Board went into a Non-Public session at 9:56 A.M. pursuant to Chapter 20.17(3), Code of Iowa, to discuss strategy in union negotiations. On a motion by Mather, second by Sauer, the Board returned to open session at 10:47 A.M. Roll call vote: Ayes: All.

The meeting was adjourned at 10:47 A.M.

ATTEST:

| | |
|---|---|
| Tibe Vander Linden<br>County Auditor | Jeff Sorensen, Chairperson<br>Board of Supervisors |

# City of Muscatine

ITEM NUMBER 2024-0353

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**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 $11,987.78, To Plumb Supply, For A Water Filter System for Taylor Park.

**EXECUTIVE SUMMARY**

The Parks and Recreation Department request the issuance of a purchase order to Plumb Supply in the amount of $11,987.78, for a water filter system for Taylor Park, to be installed by park maintenance staff after the 2024 season in October 2024.

**STAFF RECOMMENDATION**

City Staff recommends approval

**BACKGROUND/DISCUSSION**

Taylor Park splash pad is a pass through system which uses city water. The current water analytical report shows high levels of Manganese and Iron. These natural minerals are causing issues with valve functions and are causing staining on all exposed surfaces on the concrete pad and splash pad fixtures.

**CITY FINANCIAL IMPACT**

The Community Foundation of Greater Muscatine South End Improvement Fund Project fund balance will cover the cost of this improvement.

**ATTACHMENTS**

1. Memo form Splash Pad Filter System

# MEMORANDUM

August 7, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Filter System Quote Results

Three quotes were received for a filter system to be installed by park maintenance staff at Taylor Park which will filter water going to the restroom and splash pad to reduce the amount of Manganese and Iron.

| | |
|---|---|
| Plumb Supply | $11,987.78 |
| Rivo | $31,075.00 |
| Culligan | $24,916.43 |

# City of Muscatine

ITEM NUMBER 2024-0355

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Jon Koch, Water Pollution Control Plant Director

**SUBJECT**

Request to Approve the Issuance of a Purchase Order in the Amount of $8,690.00, to Zimmer & Francescon, Inc., for the Purchase of a GAI Flanged Check Valve for the Canon Lift Station.

**EXECUTIVE SUMMARY**

Request to approve the issuance of a purchase order in the amount of $8,690.00, to Zimmer & Francescon, Inc. for the purchase of a GAI flanged check valve for the Canon Lift Station. This is the only vendor for this valve, so no other quotes were available.

**STAFF RECOMMENDATION**

Staff recommend approving this purchase.

**BACKGROUND/DISCUSSION**

This is a check valve for the Canon Lift Station pump #2. The valve is 50 years old and parts are difficult to obtain. This is the direct replacement for this valve with available parts. Pump #1 check valve has already been purchased and will be replaced at the same time. The #3 check valve will be replaced in the next budget. Z&F is the only vendor for a direct replacement of this valve. Changing the valve brand would require a replumb of the system costing significantly more so no other quotes were available.

**CITY FINANCIAL IMPACT**

$12,000.00 was budgeted for this purchase.

**ATTACHMENTS**

1. Cannon check valve quote.240815

# Parts Quotation

**Zimmer & Francescon, Inc.**
*6200 65th Avenue*
*Moline IL 61265*
*800-621-1118 TEL*
*877-244-2508 FAX*

***QUOTATION #*** 240613GA

***Date:*** 6/14/24

**To:** ***Muscatine WRRF***

**Attention:** *Clint Williams*

**LEAD TIME** 1-2 weeks after receipt of order

**From:** *ANDREW LARSON*
zfandrew@msn.com

***Job Description:*** Replacement Check Valve

| QUANTITY | UNIT | DESCRIPTION | PRICE | TOTAL |
|---|---|---|---|---|
| | | | | |
| 1 | ea | GAI 10" series 250D Flanged HD lever and weight Check Valve | 8,690.00 | 8,690.00 |
| | | with Air Cushion | | |
| | | | | |
| | | | | |
| | | Common warehouse stock, if not 6-8 weeks typical lead time | | |
| | | | *Materials Total* | 8,690.00 |

# ZIMMER & FRANCESCON, INC.

## TERMS & CONDITIONS

Quotation No: **240613GA**

**FREIGHT: F.O.B. Factory prepaid included to destination**

**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 shipment. 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, ans 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 are 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 RISING IN CONTRACT, TORT, NEGLIGENCE, STRICT PR0DUCTS 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 2024-0364

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

**SUBJECT**

Request to Approve the Issuance of a Purchase Order, in the amount of $9,975.00, to Stevens Erosion Control for SWPPP Implementation and Management of the Ravine Fill Site.

**EXECUTIVE SUMMARY**

This request is to approve a purchase order in the amount of $9,975.00, to Stevens Erosion Control for the Storm Water Pollution Prevention Plan (SWPPP) required implementation and management of the ravine fill site located between 8th St and Locust St.

**STAFF RECOMMENDATION**

To approve the purchase order

**BACKGROUND/DISCUSSION**

In May of 2024, city staff were notified by the Iowa Department of Natural Resources of a deficiency with the storm water management of the ravine fill site. As the site was previously used by the West Hill Sewer Separation projects, it was always maintained by the current contractor on those projects. Once the fill site was overly full, the city transitioned the site over to the Roadway Maintenance Division in order to do final grading. During this transition, the storm water management was overlooked. This purchase order allows the city to install erosion control measures and stay current with the DNR on Storm Water Pollution Prevention Plan (SWPPP) documentation. Multiple quotes were requested in June of 2024 with Stevens Erosion Control being the only response.

**CITY FINANCIAL IMPACT**

Funds for this purchase order are available from the Local Option Sales Tax.

**ATTACHMENTS**

1. City of Muscatine Dump SIte

**STEVENS EROSION CONTROL, INC.**
P.O. Box 98
Hills, IA 52235

Phone # 319-679-4990 brian.stevens@stevenserosion.com

# Estimate

| Date | Estimate # |
|---|---|
| 6/13/2024 | 3938 |

| Name / Address |
|---|
| Stevens Erosion Control<br>5275 Oak Crest Hill Road<br>PO Box 98<br>Hills, IA 52235 |

| Project |
|---|
| |

| Description | Qty | Cost | Total |
|---|---|---|---|
| 1. SWPPP Management-Price Includes Weekly Inspections And Documentation Including Mark Ups<br>Excludes: Dust Control, Rock, Cleaning Streets, Etc<br>Per Month | 1 | 500.00 | 500.00 |
| 2. Stabilization Seeding<br>Acre | 3 | 1,750.00 | 5,250.00 |
| 3. Hydro Seeding<br>Acre | 0.5 | 5,000.00 | 2,500.00 |
| 4. Intake Protection<br>(Excavate Around Intake, Wrap With 2 Runs Of Silt Fence & Sock Directly On Intake)<br>EA | 3 | 325.00 | 975.00 |
| 5. Mobilizations, Erosion Control<br>EA | 1 | 750.00 | 750.00 |

City Of Muscatine
Dump Site On Locust & Sixth St

**Total** $9,975.00

# City of Muscatine

ITEM NUMBER 2024-0365

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

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

**SUBJECT**

Request to Approve the Issuance of a Purchase Order, in the Amount of $15,270.00, to Diamond Vogel for a Paint Striping Machine.

**EXECUTIVE SUMMARY**

Request to Approve the Issuance of a Purchase Order in the Amount of $15,270.00, to Diamond Vogel, for a Paint Striping Machine.

**STAFF RECOMMENDATION**

Staff recommends approval of the purchase order in the amount of $15,270.00.

**BACKGROUND/DISCUSSION**

This machine will be used to paint crosswalks, stop bars, and downtown parking stalls. The new machine will replace a machine that is currently over 20 years old and will be more efficient and cost-effective. The current budget for this replacement item is $25,000.00 from Capital Outlay in the Traffic Control budget. Diamond Vogel was the only bid received.

**CITY FINANCIAL IMPACT**

Funding for this Item is from the Capital Outlay Fund. This was approved during the 2024/2025 Budget Meetings under the Traffic Control Budget.

**ATTACHMENTS**

1. Paint Striping Machine - Bid Tabulation

| | | | |
|---|---|---|---|
| **Event Number** | 2024-0072 | **Organization** | City of Muscatine |
| **Event Title** | Paint Striping Machine with Ride-on Driver | **Workgroup** | Purchasing |
| **Event Description** | | **Event Owner** | Eva Birch |
| **Event Type** | Vehicles and Equipment | **Email** | ebirch@muscatineiowa.gov |
| **Issue Date** | 6/28/2024 09:00:02 AM (CT) | **Phone** | (563) 263-8933 |
| **Close Date** | 8/8/2024 02:00:00 PM (CT) | **Fax** | |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|---|---|---|---|---|
| Diamond Vogel | Hiawatha | IA | 8/8/2024 12:20:32 PM (CT) | 2 | $15,270.00 |

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

# City of Muscatine

ITEM NUMBER 2024-0374

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

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

**SUBJECT**

Request To Approve A Purchase Order For $16,220.00 To Bi-State Masonry For Tuck pointing And Repairs To The Cobblestone Lighthouse And Bridge At The Weed Park Lagoon

**EXECUTIVE SUMMARY**

The Parks and Recreation Department requests approval for restoration work to the Weed Park Lagoon Lighthouse tower, house and bridge to include tuck pointing and framing repairs to be awarded to Bi-State Masonry. We are requesting approval to write a purchase order for $16,220.

**STAFF RECOMMENDATION**

City staff recommends approval

**BACKGROUND/DISCUSSION**

The Weed Park Lighthouse was constructed in 1929 and the cobblestone bridge was constructed in 1936. With the kick-off of the Lagoon bank stabilization project, relatives of one of the original builders reached out to the city with interest in helping restore the landmarks. The bid for the lighthouse work includes tuck-pointing, replacing the concrete pad, repair of repairing the roof, installing lintels on the house as needed, replacing any missing cobblestones, and cleaning of existing materials. The bid for the bridge includes tuck-pointing, repairing a missing pillar and replacing any missing cobblestones.

**CITY FINANCIAL IMPACT**

Private money was raised for this project.

**ATTACHMENTS**

1. Bid Results Memo for Tuckpointing

# MEMORANDUM

August 12, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Bid Results for Tuck Pointing and Repairs to Cobblestone Lighthouse and Bridge

| | | |
|---|---|---|
| Bi-State Masonry | | |
| Lighthouse Tower and House | | $7,980 |
| Bridge | | $8,240 |
| | Total | $16,220 |
| | | |
| TnT Tuckpointing | | |
| Lighthouse Tower and House | | $28,687.50 |
| | | $7,250.00 |
| | Total | $35,937.50 |
| | | |
| | | No Bids |
| | | Silberhorn Masonry |
| | | RA Masonry |

**BILLS FOR APPROVAL SUMMARY**
**August 16, 2024**

| | | | |
|---|---|---|---|
| **Computer Bill Lists** | | | |
| Regular Bills 8/16/24 | | $ | 1,572,875.59 |
| Special Ck Run 8/6/24 | Elderly | | 120.00 |
| Payroll Vendor Checks 8/1/24 | | | 17,491.67 |
| Payroll Vendor ACH Payments 8/1/24 | | | 101,293.47 |
| | **Subtotal** | $ | 1,691,780.73 |
| **ACH Debit Memo Payments** | | | |
| Wellmark Insurance | Health/Dental Insurance August | $ | 82,000.00 |
| Wellmark Insurance | Health/Dental Insurance August | | 82,000.00 |
| Payroll Account | Transfer | | 537,446.99 |
| Treasurer State of Iowa | State Tax Withholding | | 33,833.53 |
| Internal Revenue Service | Federal Withholding | | 142,279.82 |
| | **Subtotal** | $ | 877,560.34 |
| **Voucher Program** | | | |
| Various Landlords | Estimated Sept Rent | | 180,000.00 |
| | | $ | 180,000.00 |
| **Voids** | | | |
| | **Total Expenditures** | $ | 2,749,341.07 |

# Accounts Payable

## Transactions by Account

User: SMeyer
Printed: 08/13/2024 - 3:53PM
Batch: 00002.08.2024

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 |
|---|---|---|---|---|---|---|
| 1000-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | 07/19/2024 | 0 | 2.94 | |
| 1000-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | 07/19/2024 | 0 | 1.20 | |
| | | Vendor Subtotal: | | | 4.14 | |
| 1000-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | 07/05/2024 | 0 | 319.94 | |
| 1000-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | 07/19/2024 | 0 | 319.92 | |
| | | Vendor Subtotal: | | | 639.86 | |
| 1000-00-0000-24400 | BMW BUILDERS II | Power to New Gates | 06/30/2024 | 0 | 9,500.00 | |
| | | Vendor Subtotal: | | | 9,500.00 | |
| 1000-00-0000-24400 | TCM BANK NA VISA | 4Imprint - Pens/Badges | 08/13/2024 | 0 | 545.00 | |
| | | Vendor Subtotal: | | | 545.00 | |
| 1000-01-1111-69400 | TCM BANK NA VISA | IA League of Cities - IA Mayor Assoc Du | 08/13/2024 | 0 | 30.00 | |
| | | Vendor Subtotal: | | | 30.00 | |
| 1000-01-1111-69900 | TCM BANK NA VISA | Walmart - Service Awards | 08/13/2024 | 0 | 60.00 | |
| | | Vendor Subtotal: | | | 60.00 | |
| 1000-01-1131-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 55.01 | |
| | | Vendor Subtotal: | | | 55.01 | |

| | | | | | |
|---|---|---|---|---|---|
| 1000-01-1131-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 68.16 |
| | | Vendor Subtotal: | | | 68.16 |
| 1000-01-1131-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 435.00 |
| | | Vendor Subtotal: | | | 435.00 |
| 1000-01-1131-61340 | TCM BANK NA VISA | Zoom - Zoom Workplace | 08/13/2024 | 0 | 149.90 |
| 1000-01-1131-61340 | TCM BANK NA VISA | Adobe - Adobe ID | 08/13/2024 | 0 | 59.99 |
| | | Vendor Subtotal: | | | 209.89 |
| 1000-01-1131-69900 | AMAZON.COM | Replacement Pod Holder - Keurig | 08/09/2024 | 0 | 14.95 |
| | | Vendor Subtotal: | | | 14.95 |
| 1000-01-1132-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 19.50 |
| | | Vendor Subtotal: | | | 19.50 |
| 1000-01-1132-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 24.04 |
| | | Vendor Subtotal: | | | 24.04 |
| 1000-01-1132-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 181.25 |
| | | Vendor Subtotal: | | | 181.25 |
| 1000-01-1132-61660 | TENANT REPORTS.COM LLC | Background Checks | 08/13/2024 | 0 | 7.00 |
| | | Vendor Subtotal: | | | 7.00 |
| 1000-01-1132-62530 | CROSSROADS INC. | Shredding | 08/09/2024 | 0 | 22.00 |
| | | Vendor Subtotal: | | | 22.00 |

| | | | | | |
|---|---|---|---|---|---|
| 1000-01-1132-65100 | TEMPLE PUBLISHING LLC | Advertising | 08/09/2024 | 0 | 295.00 |
| | | Vendor Subtotal: | | | 295.00 |
| 1000-01-1132-65100 | TCM BANK NA VISA | The Veteran Journal - Advertising | 08/13/2024 | 0 | 695.00 |
| | | Vendor Subtotal: | | | 695.00 |
| 1000-01-1144-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 5.56 |
| | | Vendor Subtotal: | | | 5.56 |
| 1000-01-1144-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 6.40 |
| | | Vendor Subtotal: | | | 6.40 |
| 1000-01-1144-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 36.25 |
| | | Vendor Subtotal: | | | 36.25 |
| 1000-01-1144-52840 | DRJ GROUP, LLC | First Aid Supplies | 08/09/2024 | 0 | 28.62 |
| | | Vendor Subtotal: | | | 28.62 |
| 1000-01-1144-66300 | TCM BANK NA VISA | PMMIC - Insurance on New Fuel Tanks | 08/13/2024 | 0 | 2,684.00 |
| | | Vendor Subtotal: | | | 2,684.00 |
| 1000-05-1141-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 32.95 |
| | | Vendor Subtotal: | | | 32.95 |
| 1000-05-1141-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 57.12 |
| | | Vendor Subtotal: | | | 57.12 |
| 1000-05-1141-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 282.75 |

| | | | | | |
|---|---|---|---|---|---|
| | | Vendor Subtotal: | | | 282.75 |
| 1000-05-1141-65100 | QUAD CITY TIMES & MUSC JOURN. | Minutes 7/18/24 | 08/13/2024 | 0 | 456.12 |
| | | Vendor Subtotal: | | | 456.12 |
| 1000-05-1141-69400 | TCM BANK NA VISA | GFOA - Dues Lueck | 08/13/2024 | 0 | 225.00 |
| | | Vendor Subtotal: | | | 225.00 |
| 1000-05-1141-69900 | TCM BANK NA VISA | GFOA - Budge Award Application Fee | 08/13/2024 | 0 | 445.00 |
| | | Vendor Subtotal: | | | 445.00 |
| 1000-05-1143-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 45.11 |
| | | Vendor Subtotal: | | | 45.11 |
| 1000-05-1143-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 51.85 |
| | | Vendor Subtotal: | | | 51.85 |
| 1000-05-1143-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 580.00 |
| | | Vendor Subtotal: | | | 580.00 |
| 1000-05-1143-51100 | STAPLES ADVANTAGE | GBC Combs | 08/13/2024 | 0 | 76.32 |
| | | Vendor Subtotal: | | | 76.32 |
| 1000-05-1146-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 29.50 |
| | | Vendor Subtotal: | | | 29.50 |
| 1000-05-1146-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 38.65 |
| | | Vendor Subtotal: | | | 38.65 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1000-05-1146-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 290.00 | |
| | | | Vendor Subtotal: | | | 290.00 | |
| 1000-05-1146-61330 | WINSOR CONSULTING | Implementation of Adlumin SIEM | | 08/13/2024 | 0 | 3,240.00 | 00028102 |
| | | | Vendor Subtotal: | | | 3,240.00 | |
| 1000-05-1146-61340 | TCM BANK NA VISA | Jamf - Subscription | | 08/13/2024 | 0 | 20.00 | |
| | | | Vendor Subtotal: | | | 20.00 | |
| 1000-05-1146-65240 | MUSCATINE POWER & WATER | July Internet - Weed Park | | 08/09/2024 | 0 | 83.18 | |
| | | | Vendor Subtotal: | | | 83.18 | |
| 1000-05-1146-65260 | VERIZON WIRELESS | July Phones | | 08/09/2024 | 0 | 40.01 | |
| | | | Vendor Subtotal: | | | 40.01 | |
| 1000-10-1221-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 89.79 | |
| | | | Vendor Subtotal: | | | 89.79 | |
| 1000-10-1221-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 127.07 | |
| | | | Vendor Subtotal: | | | 127.07 | |
| 1000-10-1221-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 1,119.40 | |
| | | | Vendor Subtotal: | | | 1,119.40 | |
| 1000-10-1221-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - T Wagner | | 08/13/2024 | 0 | 74.62 | |
| | | | Vendor Subtotal: | | | 74.62 | |
| 1000-10-1221-61230 | TCM BANK NA VISA | Muscatine Co Recorder - Easement Recor | | 08/13/2024 | 0 | 60.77 | |

| | | | | | |
|---|---|---|---|---|---|
| | | Vendor Subtotal: | | | 60.77 |
| 1000-10-1221-61340 | TCM BANK NA VISA | Adobe - Subscription | 08/13/2024 | 0 | 21.19 |
| | | Vendor Subtotal: | | | 21.19 |
| 1000-10-1221-61630 | COMMUNITY FOUNDATION | Grant Writer 1/1/24 - 6/30/24 | 06/30/2024 | 0 | 12,500.00 |
| | | Vendor Subtotal: | | | 12,500.00 |
| 1000-10-1221-62370 | LUPTON & TOYNE PRINTERS | Envelopes | 08/09/2024 | 0 | 94.00 |
| 1000-10-1221-62370 | LUPTON & TOYNE PRINTERS | Envelopes | 08/13/2024 | 0 | 80.00 |
| | | Vendor Subtotal: | | | 174.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2003 Breese | 08/09/2024 | 0 | 78.44 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1815 Schley | 08/09/2024 | 0 | 78.44 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 5111 W 59th | 08/09/2024 | 0 | 77.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1114 Nebraska | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1216 E 2nd St | 08/09/2024 | 0 | 38.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1632 Beach Cir | 08/09/2024 | 0 | 78.44 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 606 Chestnut St | 08/09/2024 | 0 | 38.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2203 Lucas St | 08/09/2024 | 0 | 78.44 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 713 Mulberry | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 519 Orange St | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 112 Roscoe Ave | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 401 W 7th St | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1611 Clifford St | 08/09/2024 | 0 | 630.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 141 Sherman St | 08/09/2024 | 0 | 129.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1200 Iowa Ave | 08/09/2024 | 0 | 129.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 904 E 9th St | 08/09/2024 | 0 | 77.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 904 Leroy St | 08/09/2024 | 0 | 206.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 930 Colver St | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 922 Colver St | 08/09/2024 | 0 | 154.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2020 Sterneman St | 08/09/2024 | 0 | 322.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1309 Houser St | 08/09/2024 | 0 | 245.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 410 W 5th St | 08/09/2024 | 0 | 283.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1313 Oak St | 08/09/2024 | 0 | 38.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 710 Grandview Av | 08/09/2024 | 0 | 206.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 103 E 6th St | 08/09/2024 | 0 | 38.50 |

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| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 202 Green St | 08/09/2024 | 0 | 45.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 510 Iowa Ave | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2600 Dick Drake \ | 08/09/2024 | 0 | 1,141.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - Parcel 1310326006 | 08/09/2024 | 0 | 250.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 607 Evans St | 08/09/2024 | 0 | 361.75 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1803 Demorest St | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 406 W 5th St | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 608 W 7th St | 08/09/2024 | 0 | 148.75 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 401 Lowe St | 08/09/2024 | 0 | 329.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 202 Green St | 08/09/2024 | 0 | 131.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 408 W Fulliam Av | 08/09/2024 | 0 | 118.38 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 106 E 8th St | 08/09/2024 | 0 | 206.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 202 Green St | 08/09/2024 | 0 | 38.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 312 W 8th St | 08/09/2024 | 0 | 129.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2003 Breese Ave | 08/09/2024 | 0 | 78.44 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1815 Schley Ave | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1114 Nebraska | 08/09/2024 | 0 | 59.19 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - Parcel 083428017 | 08/09/2024 | 0 | 165.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1216 E 2nd St | 08/09/2024 | 0 | 57.75 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - Parcel 0835357012 | 08/09/2024 | 0 | 79.88 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2203 Lucas St | 08/09/2024 | 0 | 78.44 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 713 Mulberry | 08/09/2024 | 0 | 38.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 519 Orange St | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 112 Roscoe Ave | 08/09/2024 | 0 | 39.94 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 706 Pine St | 08/09/2024 | 0 | 79.88 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - Parcel 0825276025 | 08/09/2024 | 0 | 121.25 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 419 W 6th St | 08/09/2024 | 0 | 283.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - Parcel 0835151002 | 08/09/2024 | 0 | 421.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1611 Clifford St | 08/09/2024 | 0 | 1,407.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 603 Climer St | 08/09/2024 | 0 | 721.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 502 Grandview Av | 08/09/2024 | 0 | 115.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1002 E 7th St | 08/09/2024 | 0 | 528.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 2014 Bryan Ave | 08/09/2024 | 0 | 124.13 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 42 Gas Lantern Sq | 08/09/2024 | 0 | 77.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1509 Lincoln Blvd | 08/09/2024 | 0 | 630.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 913 Leroy St | 08/09/2024 | 0 | 245.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1009 Grandview A | 08/09/2024 | 0 | 182.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1011 Grandview A | 08/09/2024 | 0 | 49.01 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 507 W 5th St | 08/09/2024 | 0 | 49.01 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 404 W 8th St | 08/09/2024 | 0 | 38.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 401 Munn St | 08/09/2024 | 0 | 360.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 507 W 4th St | 08/09/2024 | 0 | 49.01 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1611 Clifford St | 08/09/2024 | 0 | 297.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 899 Woodland | 08/09/2024 | 0 | 374.50 |

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| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1001 E 6th St | 08/09/2024 | 0 | 528.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1805 Bryan Ave | 08/09/2024 | 0 | 374.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1219 1/2 Smalley / | 08/09/2024 | 0 | 91.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1012 Spring St | 08/09/2024 | 0 | 129.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1709 1st Ave | 08/09/2024 | 0 | 118.38 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 317 Harrison St | 08/09/2024 | 0 | 91.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 304 Harrison St | 08/09/2024 | 0 | 77.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1506 Washington S | 08/09/2024 | 0 | 115.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1807 1st Ave | 08/09/2024 | 0 | 115.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 500 Leroy St | 08/09/2024 | 0 | 57.75 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 607 Climer St | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1318 Oak St | 08/09/2024 | 0 | 57.75 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 307 Parkington | 08/09/2024 | 0 | 346.50 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 1128 Logan St | 08/09/2024 | 0 | 168.00 |
| 1000-10-1221-62470 | KELLOR & KELLOR LANDSCAPE IN | Nuisance Abatement - 610 Woodlawn Av | 08/09/2024 | 0 | 322.00 |
| | | Vendor Subtotal: | | | 16,420.59 |
| 1000-10-1221-64120 | TCM BANK NA VISA | Quality Inn - Lodging | 08/13/2024 | 0 | 258.94 |
| | | Vendor Subtotal: | | | 258.94 |
| 1000-10-1221-64200 | TCM BANK NA VISA | NEC - Electrical Inspection Training | 08/13/2024 | 0 | 75.00 |
| 1000-10-1221-64200 | TCM BANK NA VISA | CVENT/IEDA - Registration | 08/13/2024 | 0 | 175.00 |
| | | Vendor Subtotal: | | | 250.00 |
| 1000-10-1221-65275 | VERIZON WIRELESS | July Phones | 08/09/2024 | 0 | 232.87 |
| | | Vendor Subtotal: | | | 232.87 |
| 1000-10-1221-65275 | TCM BANK NA VISA | Google Voice | 08/13/2024 | 0 | 73.23 |
| | | Vendor Subtotal: | | | 73.23 |
| 1000-10-1221-65275 | VERIZON | July GPS | 08/09/2024 | 0 | 69.80 |
| | | Vendor Subtotal: | | | 69.80 |
| 1000-10-1221-69800 | POINT & PAY | June CC Fees | 06/30/2024 | 0 | 286.67 |

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|---|---|---|---|---|---|
| | | Vendor Subtotal: | | | 286.67 |
| 1000-15-1311-33420 | GATSO USA INC. | ATE Fees July | 08/13/2024 | 0 | 8,964.00 |
| | | Vendor Subtotal: | | | 8,964.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | USPS - ATE Filing Postage | 08/13/2024 | 0 | 74.87 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| 1000-15-1311-33435 | TCM BANK NA VISA | Iowa Judicial Branch - ATE Filing | 08/13/2024 | 0 | 95.00 |
| | | Vendor Subtotal: | | | 1,689.87 |
| 1000-15-1311-33440 | MUNICIPAL COLLECTIONS OF AME | Agency Collection - July | 08/13/2024 | 0 | 446.00 |
| | | Vendor Subtotal: | | | 446.00 |
| 1000-15-1311-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 295.43 |
| | | Vendor Subtotal: | | | 295.43 |
| 1000-15-1311-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 12.13 |
| 1000-15-1311-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 257.28 |
| | | Vendor Subtotal: | | | 269.41 |

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|---|---|---|---|---|---|---|
| 1000-15-1311-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 1,740.00 | |
| 1000-15-1311-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 290.00 | |
| | | Vendor Subtotal: | | | 2,030.00 | |
| 1000-15-1311-51100 | TCM BANK NA VISA | Amazon - Wall File Folder Holder | 08/13/2024 | 0 | 40.78 | |
| | | Vendor Subtotal: | | | 40.78 | |
| 1000-15-1311-52300 | ANDY FRY | Replace Flashlight | 08/09/2024 | 0 | 107.62 | |
| | | Vendor Subtotal: | | | 107.62 | |
| 1000-15-1311-52600 | TCM BANK NA VISA | Hy Vee - Granola Bars | 08/13/2024 | 0 | 39.94 | |
| 1000-15-1311-52600 | TCM BANK NA VISA | Pizza Ranch - Extended Training Event | 08/13/2024 | 0 | 97.16 | |
| | | Vendor Subtotal: | | | 137.10 | |
| 1000-15-1311-52820 | CODE 4 PUBLIC SAFETY EMBLEMS | Muscatine Police Department Challenge ( | 06/30/2024 | 0 | 1,800.00 | 00027789 |
| | | Vendor Subtotal: | | | 1,800.00 | |
| 1000-15-1311-52820 | TCM BANK NA VISA | 4Imprint - Pens/Badges | 08/13/2024 | 0 | 21.64 | |
| | | Vendor Subtotal: | | | 21.64 | |
| 1000-15-1311-52830 | AMAZON.COM | Touch Pad Charger | 08/09/2024 | 0 | 34.00 | |
| | | Vendor Subtotal: | | | 34.00 | |
| 1000-15-1311-52830 | TCM BANK NA VISA | Amazon - External Hard Drive, Flashdriv | 08/13/2024 | 0 | 241.14 | |
| | | Vendor Subtotal: | | | 241.14 | |
| 1000-15-1311-52890 | TCM BANK NA VISA | FAA - Drone Registration | 08/13/2024 | 0 | 5.00 | |
| 1000-15-1311-52890 | TCM BANK NA VISA | Amazon - Flashdrives | 08/13/2024 | 0 | 49.98 | |

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|---|---|---|---|---|---|
| | | Vendor Subtotal: | | | 54.98 |
| 1000-15-1311-61340 | WEST PUBLISHING CORPORATION | Clear Web Plus | 08/09/2024 | 0 | 526.37 |
| | | Vendor Subtotal: | | | 526.37 |
| 1000-15-1311-61340 | TCM BANK NA VISA | CBI Roxio - Software | 08/13/2024 | 0 | 29.99 |
| 1000-15-1311-61340 | TCM BANK NA VISA | Nero - Software | 08/13/2024 | 0 | 42.01 |
| 1000-15-1311-61340 | TCM BANK NA VISA | Tungstenautomat - Software | 08/13/2024 | 0 | 179.00 |
| 1000-15-1311-61340 | TCM BANK NA VISA | Zoom - Software | 08/13/2024 | 0 | 119.92 |
| | | Vendor Subtotal: | | | 370.92 |
| 1000-15-1311-62410 | TEMP ASSOCIATES | Temp Employee Week Ending 7/21/24 | 08/09/2024 | 0 | 810.80 |
| 1000-15-1311-62410 | TEMP ASSOCIATES | Temp Employee Week Ending 7/28/24 | 08/09/2024 | 0 | 790.53 |
| | | Vendor Subtotal: | | | 1,601.33 |
| 1000-15-1311-62530 | STERICYCLE INC | Shredding | 08/13/2024 | 0 | 37.55 |
| | | Vendor Subtotal: | | | 37.55 |
| 1000-15-1311-63700 | TCM BANK NA VISA | Menards - Floor Stripper | 08/13/2024 | 0 | 52.80 |
| 1000-15-1311-63700 | TCM BANK NA VISA | Menards - Floor Stripper | 08/13/2024 | 0 | 10.00 |
| | | Vendor Subtotal: | | | 62.80 |
| 1000-15-1311-64200 | SOUTHERN POLICE INSTITUTE | Registration - Jameson/Jensen | 08/09/2024 | 0 | 2,850.00 |
| | | Vendor Subtotal: | | | 2,850.00 |
| 1000-15-1311-64200 | TCM BANK NA VISA | GeoInv-Covert Media - Registration Jame | 08/13/2024 | 0 | 500.00 |
| 1000-15-1311-64200 | TCM BANK NA VISA | ACE Interdiction - Registration Snider/W | 08/13/2024 | 0 | 678.00 |
| 1000-15-1311-64200 | TCM BANK NA VISA | CTK Group - Registration Sink | 08/13/2024 | 0 | 550.00 |
| 1000-15-1311-64200 | TCM BANK NA VISA | CTK Group - Registration Jameson | 08/13/2024 | 0 | 550.00 |
| | | Vendor Subtotal: | | | 2,278.00 |

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| 1000-15-1311-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repair #758 | 08/09/2024 | 0 | 28.50 | |
| | | Vendor Subtotal: | | | 28.50 | |
| 1000-15-1311-67320 | SIGN PRO | City Logo - ATE Car | 08/09/2024 | 0 | 96.00 | |
| 1000-15-1311-67320 | SIGN PRO | Replace 911 Emergency | 08/09/2024 | 0 | 85.00 | |
| | | Vendor Subtotal: | | | 181.00 | |
| 1000-15-1311-67320 | EMAG MUSCATINE CBG LLC | Repair LT Quarter Panel, Lt Wheelhouse | 08/09/2024 | 0 | 1,615.91 | 00027938 |
| 1000-15-1311-67320 | EMAG MUSCATINE CBG LLC | Repair LT Quarter Panel, Lt Wheelhouse | 08/09/2024 | 0 | 58.83 | |
| | | Vendor Subtotal: | | | 1,674.74 | |
| 1000-15-1311-69200 | TCM BANK NA VISA | USPS - Postage | 08/13/2024 | 0 | 19.75 | |
| 1000-15-1311-69200 | TCM BANK NA VISA | USPS - Postage | 08/13/2024 | 0 | 96.15 | |
| 1000-15-1311-69200 | TCM BANK NA VISA | USPS - Postage | 08/13/2024 | 0 | 20.65 | |
| 1000-15-1311-69200 | TCM BANK NA VISA | USPS | 08/13/2024 | 0 | 19.75 | |
| 1000-15-1311-69200 | TCM BANK NA VISA | USPS | 08/13/2024 | 0 | 20.65 | |
| | | Vendor Subtotal: | | | 176.95 | |
| 1000-15-1311-74200 | MOTOROLA SOLUTIONS | WGB-0189A MTIK Conf Kit | 08/09/2024 | 0 | 597.92 | 00028098 |
| 1000-15-1311-74200 | MOTOROLA SOLUTIONS | WGW00502- M500 Extended Warranty- | 08/09/2024 | 0 | 628.54 | 00028098 |
| 1000-15-1311-74200 | MOTOROLA SOLUTIONS | WGB-0700A Video Equipment M500 In | 08/09/2024 | 0 | 10,418.06 | 00028098 |
| | | Vendor Subtotal: | | | 11,644.52 | |
| 1000-15-1312-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 3.13 | |
| | | Vendor Subtotal: | | | 3.13 | |
| 1000-15-1312-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 14.97 | |
| | | Vendor Subtotal: | | | 14.97 | |
| 1000-15-1312-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 145.00 | |

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| 1000-15-1315-52890 | STREICHER'S INC. | Force on Force Marking Round:5.56, Blu | 06/30/2024 | 0 | 2,498.75 | 00027072 |
| | | Vendor Subtotal: | | | 2,498.75 | |
| 1000-15-1315-52890 | TCM BANK NA VISA | DJI FRV Remote Controller for Drone | 08/13/2024 | 0 | 151.14 | 00027942 |
| 1000-15-1315-52890 | TCM BANK NA VISA | DJI AVATA 2 Fly More Combo Three B | 08/13/2024 | 0 | 1,040.73 | 00027942 |
| | | Vendor Subtotal: | | | 1,191.87 | |
| 1000-20-1321-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 419.86 | |
| | | Vendor Subtotal: | | | 419.86 | |
| 1000-20-1321-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 192.19 | |
| | | Vendor Subtotal: | | | 192.19 | |
| 1000-20-1321-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 1,305.00 | |
| 1000-20-1321-46700 | MISSION SQUARE | FY 25 RHS Payment Fire Union | 08/13/2024 | 0 | 5,075.00 | |
| | | Vendor Subtotal: | | | 6,380.00 | |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Clothing for Promotion - J Timmsen | 06/30/2024 | 0 | 54.99 | |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Name Plate Silver - Lt. Verschoore | 06/30/2024 | 0 | 39.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Embroider Name - B/C Timmsen | 06/30/2024 | 0 | 4.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Embroider Logo - B/C Timmsen | 06/30/2024 | 0 | 6.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Name Plate Silver - Capt. McSorley | 06/30/2024 | 0 | 39.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Name Plate Gold - B/C Timmsen | 06/30/2024 | 0 | 39.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | P877 LS Shirt White 15.5-33 - B/C Timm | 06/30/2024 | 0 | 57.95 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | F53220A 100M Polo White M - B/C Tim | 06/30/2024 | 0 | 44.99 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Embroider Logo - Lt. Verschoore | 06/30/2024 | 0 | 8.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | P867 SS Shirt White M - B/C Timmsen | 06/30/2024 | 0 | 47.95 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Sew Emblem - Lt. Verschoore | 06/30/2024 | 0 | 5.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Sew Emblem - Capt. McSorley | 06/30/2024 | 0 | 2.50 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | MP-06 National Paramedic Emblem - B/( | 06/30/2024 | 0 | 18.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Sew Emblem - B/C Timmsen | 06/30/2024 | 0 | 2.50 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Embroider Name - Lt. Verschoore | 06/30/2024 | 0 | 4.00 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | 5-725347020 Jobshirt Navy XL/R - Lt. V | 06/30/2024 | 0 | 78.99 | 00024927 |
| 1000-20-1321-52300 | PANTHER UNIFORMS INC | Clothing for Promotion - J Timmsen | 06/30/2024 | 0 | 87.99 | |

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| | | Vendor Subtotal: | | | 539.86 | |
| 1000-20-1321-52300 | ORA ORTHOPEDICS PC | Medical M Fleming DOS 6/20/24 Code: 2 | 06/30/2024 | 0 | 367.35 | |
| 1000-20-1321-52300 | ORA ORTHOPEDICS PC | Medical M Fleming DOS 6/20/24 Code: J | 06/30/2024 | 0 | 44.64 | |
| | | Vendor Subtotal: | | | 411.99 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Phelps - Uniforms O'Brien | 08/13/2024 | 0 | 51.27 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Phelps - Uniforms Carpenter | 08/13/2024 | 0 | 51.27 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Phelps - Uniforms Clark | 08/13/2024 | 0 | 51.27 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Phelps - Uniforms Perry | 08/13/2024 | 0 | 51.27 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Phelps - Uniforms Hickenbottom | 08/13/2024 | 0 | 51.27 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Reeves - Namepins New Hire | 08/13/2024 | 0 | 81.12 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Blackinton FF Badge | 08/13/2024 | 0 | 261.55 | 00028117 |
| 1000-20-1321-52300 | TCM BANK NA VISA | ILLOWA Council - Registration 2 Explor | 08/13/2024 | 0 | 124.00 | |
| 1000-20-1321-52300 | TCM BANK NA VISA | Black Diamond X2 Leather Fire Boot - N | 08/13/2024 | 0 | 369.95 | 00028063 |
| | | Vendor Subtotal: | | | 1,092.97 | |
| 1000-20-1321-52300 | 4TH STREET CLOTHING CO | Fire Explorers T-Shirts | 06/30/2024 | 0 | 36.00 | 00027123 |
| 1000-20-1321-52300 | 4TH STREET CLOTHING CO | MFD Polo | 06/30/2024 | 0 | 24.99 | 00027123 |
| 1000-20-1321-52300 | 4TH STREET CLOTHING CO | Fire Investigator T-Shirts | 06/30/2024 | 0 | 63.00 | 00027123 |
| 1000-20-1321-52300 | 4TH STREET CLOTHING CO | T-Shirts - Kreiger/Lammer | 06/30/2024 | 0 | 54.00 | |
| 1000-20-1321-52300 | 4TH STREET CLOTHING CO | FF T-Shirts | 06/30/2024 | 0 | 72.00 | |
| | | Vendor Subtotal: | | | 249.99 | |
| 1000-20-1321-52600 | MENARDS (MUSC) | Water | 08/13/2024 | 0 | 28.00 | |
| | | Vendor Subtotal: | | | 28.00 | |
| 1000-20-1321-52600 | TCM BANK NA VISA | Happy Joes - Food for Interview Commit | 08/13/2024 | 0 | 51.77 | |
| | | Vendor Subtotal: | | | 51.77 | |
| 1000-20-1321-52830 | AMAZON.COM | MasterCanopy Heavy Duty Pop-up Canop | 08/13/2024 | 0 | 369.95 | 00028192 |
| | | Vendor Subtotal: | | | 369.95 | |

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|---|---|---|---|---|---|---|
| 1000-20-1321-52840 | NEW PIG CORPORATION | PIG Blue Absorbent Sock #4048 | 08/13/2024 | 0 | 328.43 | 00028171 |
| 1000-20-1321-52840 | NEW PIG CORPORATION | PIG Oil-Only Spaghtetti Boom #BOM20 | 08/13/2024 | 0 | 724.00 | 00028171 |
| | | Vendor Subtotal: | | | 1,052.43 | |
| 1000-20-1321-52890 | ERIC HAMANN INC | Flag Pole Holders | 08/13/2024 | 0 | 220.00 | 00028194 |
| | | Vendor Subtotal: | | | 220.00 | |
| 1000-20-1321-52890 | MENARDS (MUSC) | Pan | 08/13/2024 | 0 | 1.28 | |
| 1000-20-1321-52890 | MENARDS (MUSC) | Spray Paint | 08/13/2024 | 0 | 70.86 | |
| 1000-20-1321-52890 | MENARDS (MUSC) | Spray Paint | 08/13/2024 | 0 | 31.41 | |
| | | Vendor Subtotal: | | | 103.55 | |
| 1000-20-1321-52890 | AMAZON.COM | Flammable Liquid Placard | 08/13/2024 | 0 | 18.73 | |
| 1000-20-1321-52890 | AMAZON.COM | Cable Splitter/Converter | 08/13/2024 | 0 | 21.49 | |
| 1000-20-1321-52890 | AMAZON.COM | Mattress Protector | 08/13/2024 | 0 | 59.96 | |
| | | Vendor Subtotal: | | | 100.18 | |
| 1000-20-1321-53220 | REEVES BATTERY SALES | Commercial Battery 1250 CCA / 30 MW | 08/13/2024 | 0 | 450.00 | 00028274 |
| | | Vendor Subtotal: | | | 450.00 | |
| 1000-20-1321-53220 | RELIANT FIRE APPARATUS | Gauges for Engine #314 | 08/13/2024 | 0 | 272.94 | 00028187 |
| 1000-20-1321-53220 | RELIANT FIRE APPARATUS | Gauges for Engine #314 | 08/13/2024 | 0 | 0.01 | |
| | | Vendor Subtotal: | | | 272.95 | |
| 1000-20-1321-61520 | EQUIAN LLC | Medical Fee - M Collins DOS 5/30/24 | 06/30/2024 | 0 | 82.25 | |
| 1000-20-1321-61520 | EQUIAN LLC | Medical Fee - M Fleming DOS 6/20/24 | 06/30/2024 | 0 | 1.30 | |
| 1000-20-1321-61520 | EQUIAN LLC | Medical Fee - M Fleming DOS 6/20/24 | 06/30/2024 | 0 | 7.75 | |
| 1000-20-1321-61520 | EQUIAN LLC | Medical Fee - M Fleming DOS 6/14/24 | 06/30/2024 | 0 | 1.30 | |
| | | Vendor Subtotal: | | | 92.60 | |
| 1000-20-1321-61520 | ROCK VALLEY PT | Medical M Fleming DOS 6/14/24 Code: 9 | 06/30/2024 | 0 | 127.40 | |
| 1000-20-1321-61520 | ROCK VALLEY PT | Medical M Fleming DOS 6/14/24 Code: 9 | 06/30/2024 | 0 | 63.70 | |
| 1000-20-1321-61520 | ROCK VALLEY PT | Medical M Fleming DOS 6/20/24 Code: 9 | 06/30/2024 | 0 | 127.40 | |

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| 1000-20-1321-61520 | ROCK VALLEY PT | Medical M Fleming DOS 6/20/24 Code: 9 | 06/30/2024 | 0 | 63.70 | |
| 1000-20-1321-61520 | ROCK VALLEY PT | Medical M Fleming DOS 6/14/24 Code: 9 | 06/30/2024 | 0 | 63.70 | |
| 1000-20-1321-61520 | ROCK VALLEY PT | Medical M Fleming DOS 6/20/24 Code: 9 | 06/30/2024 | 0 | 63.70 | |
| | | Vendor Subtotal: | | | 509.60 | |
| 1000-20-1321-61520 | UNITY HEALTHCARE | Medical M Collins DOS 5/30/24 Code: 3( | 06/30/2024 | 0 | 15.00 | |
| 1000-20-1321-61520 | UNITY HEALTHCARE | Medical M Collins DOS 5/30/24 Code: 8( | 06/30/2024 | 0 | 36.00 | |
| 1000-20-1321-61520 | UNITY HEALTHCARE | Medical M Collins DOS 5/30/24 Code: 8( | 06/30/2024 | 0 | 27.00 | |
| 1000-20-1321-61520 | UNITY HEALTHCARE | Medical M Collins DOS 5/30/24 Code: 8' | 06/30/2024 | 0 | 26.00 | |
| 1000-20-1321-61520 | UNITY HEALTHCARE | Medical M Collins DOS 5/30/24 Code: 8' | 06/30/2024 | 0 | 82.00 | |
| | | Vendor Subtotal: | | | 186.00 | |
| 1000-20-1321-61560 | GENESIS HEALTH SYSTEM | Medical J Barnhart DOS 5/15/24 | 06/30/2024 | 0 | 175.00 | |
| 1000-20-1321-61560 | GENESIS HEALTH SYSTEM | Medical J Barnhart DOS 6/11/24 | 06/30/2024 | 0 | 45.00 | |
| | | Vendor Subtotal: | | | 220.00 | |
| 1000-20-1321-61560 | TMESYS LLC | Prescriptions - K McCarthy | 08/13/2024 | 0 | 297.13 | |
| 1000-20-1321-61560 | TMESYS LLC | Prescriptions - K McCarthy | 08/13/2024 | 0 | 173.96 | |
| 1000-20-1321-61560 | TMESYS LLC | Prescription - M Collins | 08/09/2024 | 0 | 245.55 | |
| 1000-20-1321-61560 | TMESYS LLC | Prescriptions - K McCarthy | 08/13/2024 | 0 | 267.96 | |
| 1000-20-1321-61560 | TMESYS LLC | Prescriptions - K McCarthy | 08/13/2024 | 0 | 154.29 | |
| 1000-20-1321-61560 | TMESYS LLC | Prescriptions - T Eagle | 08/13/2024 | 0 | 250.06 | |
| | | Vendor Subtotal: | | | 1,388.95 | |
| 1000-20-1321-61560 | JAMES BARNHART | Refund Co-Pay | 08/13/2024 | 0 | 45.00 | |
| 1000-20-1321-61560 | JAMES BARNHART | Refund Co-Pay | 08/13/2024 | 0 | 45.00 | |
| | | Vendor Subtotal: | | | 90.00 | |
| 1000-20-1321-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Fire | 08/13/2024 | 0 | 30.39 | |
| 1000-20-1321-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Fire | 08/13/2024 | 0 | 30.39 | |
| | | Vendor Subtotal: | | | 60.78 | |
| 1000-20-1321-64120 | TCM BANK NA VISA | NFA Meal Ticket - C. Chelf 9/7-9/14/24 | 08/13/2024 | 0 | 358.23 | 00027918 |

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| | | Vendor Subtotal: | | | | 358.23 |
| 1000-20-1321-69400 | FIRE SERVICE TRAINING BUREAU | FO1 C Chelf | 08/13/2024 | 0 | 50.00 | |
| | | Vendor Subtotal: | | | | 50.00 |
| 1000-20-1321-74200 | MIDWEST BREATHING AIR LLC | Mako BAM07HE3 Breathing Air Fill Sta | 06/30/2024 | 0 | 60,853.81 | 00027715 |
| | | Vendor Subtotal: | | | | 60,853.81 |
| 1000-25-1115-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 3.19 | |
| | | Vendor Subtotal: | | | | 3.19 |
| 1000-25-1115-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 5.48 | |
| | | Vendor Subtotal: | | | | 5.48 |
| 1000-25-1115-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 72.50 | |
| | | Vendor Subtotal: | | | | 72.50 |
| 1000-25-1115-61550 | ARMOR UP AMERICA | August EAP | 08/09/2024 | 0 | 318.50 | |
| | | Vendor Subtotal: | | | | 318.50 |
| 1000-25-1411-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 3.13 | |
| | | Vendor Subtotal: | | | | 3.13 |
| 1000-25-1411-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 17.80 | |
| | | Vendor Subtotal: | | | | 17.80 |
| 1000-25-1411-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | | 145.00 |

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| 1000-25-1411-52740 | SINCLAIR | Oil | 08/09/2024 | 0 | 22.56 |
| | | Vendor Subtotal: | | | 22.56 |
| 1000-25-1411-53220 | ARNOLD MOTOR SUPPLY | Throttle Return Spring Assortment | 08/09/2024 | 0 | 5.42 |
| | | Vendor Subtotal: | | | 5.42 |
| 1000-25-1411-53220 | SINCLAIR | Spool | 08/09/2024 | 0 | 22.08 |
| | | Vendor Subtotal: | | | 22.08 |
| 1000-25-1411-62210 | PHELPS THE UNIFORM SPECIALIST | Credit On Account | 08/09/2024 | 0 | -310.53 |
| 1000-25-1411-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Greenwood | 08/09/2024 | 0 | 13.05 |
| | | Vendor Subtotal: | | | -297.48 |
| 1000-25-1411-64200 | TCM BANK NA VISA | Iowa Agriculture - Registration Rangel | 08/13/2024 | 0 | 25.00 |
| 1000-25-1411-64200 | TCM BANK NA VISA | Iowa Agriculture - Registration Rangel | 08/13/2024 | 0 | 25.00 |
| 1000-25-1411-64200 | TCM BANK NA VISA | IA Dept of Agriculture - Pesticide Lic Ra | 08/13/2024 | 0 | 15.00 |
| | | Vendor Subtotal: | | | 65.00 |
| 1000-25-1411-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repair | 08/09/2024 | 0 | 16.00 |
| 1000-25-1411-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repair | 08/09/2024 | 0 | 68.00 |
| | | Vendor Subtotal: | | | 84.00 |
| 1000-25-1421-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 28.44 |
| | | Vendor Subtotal: | | | 28.44 |
| 1000-25-1421-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 34.52 |
| | | Vendor Subtotal: | | | 34.52 |
| 1000-25-1421-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 362.50 |

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| | | | Vendor Subtotal: | | | 362.50 |
| 1000-25-1421-51100 | AMAZON.COM | Badge Clips | | 08/09/2024 | 0 | 3.99 |
| | | | Vendor Subtotal: | | | 3.99 |
| 1000-25-1421-51100 | TCM BANK NA VISA | Wal Mart - Tape/Plastic Bags | | 08/13/2024 | 0 | 6.94 |
| | | | Vendor Subtotal: | | | 6.94 |
| 1000-25-1423-38620 | ASHLEY WINGERTER | Refund | | 08/09/2024 | 0 | 150.00 |
| | | | Vendor Subtotal: | | | 150.00 |
| 1000-25-1423-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 32.00 |
| | | | Vendor Subtotal: | | | 32.00 |
| 1000-25-1423-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 99.40 |
| 1000-25-1423-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 16.10 |
| | | | Vendor Subtotal: | | | 115.50 |
| 1000-25-1423-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 145.00 |
| 1000-25-1423-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | | 08/13/2024 | 0 | 797.50 |
| | | | Vendor Subtotal: | | | 942.50 |
| 1000-25-1423-52100 | GRAINGER DEPT 802675066 | Garden Hose | | 08/09/2024 | 0 | 55.55 |
| | | | Vendor Subtotal: | | | 55.55 |
| 1000-25-1423-52250 | MENARDS (MUSC) | DEF Wand | | 08/09/2024 | 0 | 88.00 |
| | | | Vendor Subtotal: | | | 88.00 |
| 1000-25-1423-52250 | SITEONE LANDSCAPE SUPPLY | LESCO TRIFLURALIN 5G 40# BAG | | 06/30/2024 | 0 | 270.00 00026722 |

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| 1000-25-1423-52250 | SITEONE LANDSCAPE SUPPLY | LESCO TRIFLURALIN 5G 40# BAG | 06/30/2024 | 0 | 134.90 |
| | | Vendor Subtotal: | | | 404.90 |
| 1000-25-1423-52300 | ROBERT HOPKINS | Reimb Shoes - Hopkins | 08/13/2024 | 0 | 150.00 |
| | | Vendor Subtotal: | | | 150.00 |
| 1000-25-1423-52300 | WILLIAM TATE | Reimb Shoes - W Tate | 08/13/2024 | 0 | 75.00 |
| | | Vendor Subtotal: | | | 75.00 |
| 1000-25-1423-52300 | GENESIS HEALTH SYSTEM-OCC HL | Pre-Employ Drug Screen - A Jackson | 08/13/2024 | 0 | 32.00 |
| | | Vendor Subtotal: | | | 32.00 |
| 1000-25-1423-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - R Hopkins | 08/13/2024 | 0 | 78.03 |
| 1000-25-1423-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - J Axley | 08/13/2024 | 0 | 346.53 |
| | | Vendor Subtotal: | | | 424.56 |
| 1000-25-1423-52400 | GRAINGER DEPT 802675066 | Dust Mop | 08/09/2024 | 0 | 35.24 |
| | | Vendor Subtotal: | | | 35.24 |
| 1000-25-1423-52740 | SMITH SALES & SERVICE | Red Armor Oil | 08/09/2024 | 0 | 95.60 |
| | | Vendor Subtotal: | | | 95.60 |
| 1000-25-1423-52830 | FASTENAL COMPANY | Screws | 08/09/2024 | 0 | 9.59 |
| | | Vendor Subtotal: | | | 9.59 |
| 1000-25-1423-52830 | MENARDS (MUSC) | Tester | 08/13/2024 | 0 | 23.99 |
| | | Vendor Subtotal: | | | 23.99 |
| 1000-25-1423-52860 | TCM BANK NA VISA | Iowa Prison Industries - Closed DNR Tra | 08/13/2024 | 0 | 27.60 |

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| | | Vendor Subtotal: | | | 27.60 | |
| 1000-25-1423-52890 | MENARDS (MUSC) | Water/Gloves | 08/13/2024 | 0 | 67.80 | |
| | | Vendor Subtotal: | | | 67.80 | |
| 1000-25-1423-52890 | TCM BANK NA VISA | Futureline - Heavy Duty Forged Hitch | 08/13/2024 | 0 | 62.75 | |
| | | Vendor Subtotal: | | | 62.75 | |
| 1000-25-1423-53110 | GRAINGER DEPT 802675066 | MARKER BOARD (FOR SHOP) | 08/09/2024 | 0 | 237.52 | 00028095 |
| | | Vendor Subtotal: | | | 237.52 | |
| 1000-25-1423-53120 | MENARDS (MUSC) | Sleeve | 08/09/2024 | 0 | 7.39 | |
| | | Vendor Subtotal: | | | 7.39 | |
| 1000-25-1423-53130 | KIRK BUTCHER PLBG-HTG INC | Faucet Nuts | 08/09/2024 | 0 | 25.00 | |
| | | Vendor Subtotal: | | | 25.00 | |
| 1000-25-1423-53130 | PLUMB SUPPLY COMPANY | Plug | 08/09/2024 | 0 | 49.13 | |
| 1000-25-1423-53130 | PLUMB SUPPLY COMPANY | PUMP AND CHECK VALVE | 08/09/2024 | 0 | 487.20 | 00028152 |
| 1000-25-1423-53130 | PLUMB SUPPLY COMPANY | Adapters | 08/09/2024 | 0 | 4.28 | |
| | | Vendor Subtotal: | | | 540.61 | |
| 1000-25-1423-53140 | MENARDS (MUSC) | Paint | 08/09/2024 | 0 | 63.94 | |
| | | Vendor Subtotal: | | | 63.94 | |
| 1000-25-1423-53220 | ARNOLD MOTOR SUPPLY | Hose/Clamp | 08/09/2024 | 0 | 15.28 | |
| | | Vendor Subtotal: | | | 15.28 | |
| 1000-25-1423-53220 | TCM BANK NA VISA | Royce Rolls - Restrictor | 08/13/2024 | 0 | 88.08 | |

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| | | Vendor Subtotal: | | | 88.08 | |
| 1000-25-1423-62130 | FREERS & SONS TREE SERVICE | 2 CYPRESS TRIMMINGS | 08/09/2024 | 0 | 200.00 | 00028111 |
| | | Vendor Subtotal: | | | 200.00 | |
| 1000-25-1423-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Weed Park | 08/09/2024 | 0 | 9.20 | |
| 1000-25-1423-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Weed Park | 08/09/2024 | 0 | 9.20 | |
| 1000-25-1423-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Weed Park | 08/09/2024 | 0 | 9.20 | |
| | | Vendor Subtotal: | | | 27.60 | |
| 1000-25-1423-65310 | ALLIANT ENERGY | July Gas- Pearl City Station | 08/09/2024 | 0 | 40.27 | |
| 1000-25-1423-65310 | ALLIANT ENERGY | July Gas- Harbor | 08/09/2024 | 0 | 36.88 | |
| 1000-25-1423-65310 | ALLIANT ENERGY | July Gas- Weed Park | 08/09/2024 | 0 | 54.19 | |
| | | Vendor Subtotal: | | | 131.34 | |
| 1000-25-1423-65320 | MUSCATINE POWER & WATER | June Electric - River Center | 06/30/2024 | 0 | 75.61 | |
| 1000-25-1423-65320 | MUSCATINE POWER & WATER | June Electric - Park Commission | 06/30/2024 | 0 | 18.51 | |
| 1000-25-1423-65320 | MUSCATINE POWER & WATER | June Electric - Musser | 06/30/2024 | 0 | 37.02 | |
| 1000-25-1423-65320 | MUSCATINE POWER & WATER | June Electric - Maint Shed | 06/30/2024 | 0 | 17.61 | |
| | | Vendor Subtotal: | | | 148.75 | |
| 1000-25-1423-65410 | MUSCATINE POWER & WATER | June Water - River Center | 06/30/2024 | 0 | 28.51 | |
| 1000-25-1423-65410 | MUSCATINE POWER & WATER | June Water - Maint Shed | 06/30/2024 | 0 | 7.72 | |
| | | Vendor Subtotal: | | | 36.23 | |
| 1000-25-1423-67130 | KELLY HEATING COOLING & PLBG | LINE SET REPAIR ON SHOP A/C | 06/30/2024 | 0 | 307.68 | 00027680 |
| | | Vendor Subtotal: | | | 307.68 | |
| 1000-25-1423-67200 | KELLY HEATING COOLING & PLBG | RECHARGE SHOP AC | 08/09/2024 | 0 | 215.00 | 00028184 |
| | | Vendor Subtotal: | | | 215.00 | |

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| 1000-25-1423-73900 | PEARL CITY MAINTENANCE LLC | EMERGENCY ELECTRICAL SERVICI | 08/09/2024 | 0 | 9,259.00 | 00028178 |
| | | Vendor Subtotal: | | | 9,259.00 | |
| 1000-25-1424-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 9.07 | |
| | | Vendor Subtotal: | | | 9.07 | |
| 1000-25-1424-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 8.90 | |
| 1000-25-1424-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 8.61 | |
| | | Vendor Subtotal: | | | 17.51 | |
| 1000-25-1424-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 72.50 | |
| 1000-25-1424-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 89.90 | |
| | | Vendor Subtotal: | | | 162.40 | |
| 1000-25-1424-52300 | PHELPS CUSTOM IMAGE WEAR | Uniform - J Limburg | 06/30/2024 | 0 | 118.78 | |
| | | Vendor Subtotal: | | | 118.78 | |
| 1000-25-1424-52810 | TCM BANK NA VISA | Epic Sports - Pitching Rubber Ground An | 08/13/2024 | 0 | 91.65 | |
| | | Vendor Subtotal: | | | 91.65 | |
| 1000-25-1424-53210 | R & R PRODUCTS INC | RRF10536 FILTERS | 08/09/2024 | 0 | 73.35 | 00028080 |
| | | Vendor Subtotal: | | | 73.35 | |
| 1000-25-1424-53220 | ARNOLD MOTOR SUPPLY | Coupling/Fittings | 08/09/2024 | 0 | 64.87 | |
| 1000-25-1424-53220 | ARNOLD MOTOR SUPPLY | Coupling/Fittings | 08/09/2024 | 0 | 56.71 | |
| | | Vendor Subtotal: | | | 121.58 | |
| 1000-25-1424-53220 | MUSCATINE LAWN & POWER | BELT | 08/09/2024 | 0 | 129.99 | 00028163 |
| | | Vendor Subtotal: | | | 129.99 | |

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| 1000-25-1424-65210 | CENTURYLINK | August Phones - Kent Stein | 08/09/2024 | 0 | 73.73 | |
| | | Vendor Subtotal: | | | 73.73 | |
| 1000-25-1427-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 9.07 | |
| | | Vendor Subtotal: | | | 9.07 | |
| 1000-25-1427-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 8.90 | |
| 1000-25-1427-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 8.61 | |
| | | Vendor Subtotal: | | | 17.51 | |
| 1000-25-1427-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 72.50 | |
| 1000-25-1427-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 91.35 | |
| | | Vendor Subtotal: | | | 163.85 | |
| 1000-25-1427-52890 | MENARDS (MUSC) | Hex Bolt/Washer | 08/09/2024 | 0 | 76.13 | |
| | | Vendor Subtotal: | | | 76.13 | |
| 1000-25-1427-53140 | PIONEER ATHLETICS | 5 GAL - BRIGHT STRIPE RED | 08/09/2024 | 0 | 863.50 | 00028083 |
| 1000-25-1427-53140 | PIONEER ATHLETICS | 5 GAL - BRIGHT STRIPE PURPLE | 08/09/2024 | 0 | 172.70 | 00028083 |
| 1000-25-1427-53140 | PIONEER ATHLETICS | 5 GAL - BRIGHT STRIPE BLUE | 08/09/2024 | 0 | 1,295.25 | 00028083 |
| 1000-25-1427-53140 | PIONEER ATHLETICS | 5 GAL - BRIGHT STRIPE YELLOW | 08/09/2024 | 0 | 259.05 | 00028083 |
| | | Vendor Subtotal: | | | 2,590.50 | |
| 1000-25-1427-53210 | CARQUEST OF MUSCATINE | Spin On | 06/30/2024 | 0 | 87.58 | |
| | | Vendor Subtotal: | | | 87.58 | |
| 1000-25-1427-53220 | ARNOLD MOTOR SUPPLY | YOKE | 08/09/2024 | 0 | 138.00 | 00028159 |
| 1000-25-1427-53220 | ARNOLD MOTOR SUPPLY | Brake Cleaner/Terminal | 08/09/2024 | 0 | 54.95 | |
| | | Vendor Subtotal: | | | 192.95 | |

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| 1000-25-1427-53220 | R & R PRODUCTS INC | R106-1113 TIE ROD END | 08/09/2024 | 0 | 149.00 | 00028080 |
| 1000-25-1427-53220 | R & R PRODUCTS INC | SHIPPING | 08/09/2024 | 0 | 15.91 | 00028080 |
| | | Vendor Subtotal: | | | 164.91 | |
| 1000-25-1427-53220 | SINCLAIR | Coupler Set | 08/09/2024 | 0 | 86.54 | |
| | | Vendor Subtotal: | | | 86.54 | |
| 1000-25-1427-53220 | REDEXIM | SHIPPING | 08/09/2024 | 0 | 40.00 | 00028160 |
| 1000-25-1427-53220 | REDEXIM | TINES #2381841 | 08/09/2024 | 0 | 190.80 | 00028160 |
| 1000-25-1427-53220 | REDEXIM | SHIPPING | 08/09/2024 | 0 | 4.06 | |
| | | Vendor Subtotal: | | | 234.86 | |
| 1000-25-1427-53220 | TCM BANK NA VISA | Farm & Fleet - Quick Disconnect Yoke | 08/13/2024 | 0 | 61.99 | |
| 1000-25-1427-53220 | TCM BANK NA VISA | Farm & Fleet - Return | 08/13/2024 | 0 | -61.99 | |
| 1000-25-1427-53220 | TCM BANK NA VISA | | 08/13/2024 | 0 | 248.79 | |
| | | Vendor Subtotal: | | | 248.79 | |
| 1000-25-1427-53220 | NORFOLK IRON | 2 X 2 X 24 TUBING | 08/09/2024 | 0 | 92.60 | 00028021 |
| | | Vendor Subtotal: | | | 92.60 | |
| 1000-25-1427-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Soccer | 08/09/2024 | 0 | 24.00 | |
| 1000-25-1427-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Soccer | 08/09/2024 | 0 | 24.00 | |
| | | Vendor Subtotal: | | | 48.00 | |
| 1000-25-1427-65210 | VERIZON WIRELESS | July Phones | 08/09/2024 | 0 | 40.01 | |
| | | Vendor Subtotal: | | | 40.01 | |
| 1000-25-1428-38620 | KYRAH ANDERSON | Refund | 08/09/2024 | 0 | 250.00 | |
| 1000-25-1428-38620 | KYRAH ANDERSON | Refund | 08/09/2024 | 0 | 325.00 | |
| | | Vendor Subtotal: | | | 575.00 | |

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| 1000-25-1431-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 12.13 | |
| | | Vendor Subtotal: | | | 12.13 | |
| 1000-25-1431-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 13.93 | |
| | | Vendor Subtotal: | | | 13.93 | |
| 1000-25-1431-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 145.00 | |
| 1000-25-1431-52810 | TCM BANK NA VISA | Wal Mart - Volleyball Net | 08/13/2024 | 0 | 39.97 | |
| | | Vendor Subtotal: | | | 39.97 | |
| 1000-25-1432-52840 | TCM BANK NA VISA | Wal Mart - First Aid Supplies | 08/13/2024 | 0 | 49.56 | |
| 1000-25-1432-52840 | TCM BANK NA VISA | Wal Mart - Nit Glove | 08/13/2024 | 0 | 39.94 | |
| | | Vendor Subtotal: | | | 89.50 | |
| 1000-25-1432-53130 | PLUMB SUPPLY COMPANY | SYMMONS NS-1 CARTRIDGE | 08/09/2024 | 0 | 380.00 | 00027982 |
| 1000-25-1432-53130 | PLUMB SUPPLY COMPANY | SYMMONS 4-282M SHOWER HEAD | 08/09/2024 | 0 | 150.00 | 00027982 |
| | | Vendor Subtotal: | | | 530.00 | |
| 1000-25-1432-53220 | TCM BANK NA VISA | #S38228 Wheel Tube Assy; 12", ADMXI | 08/13/2024 | 0 | 190.02 | 00027949 |
| 1000-25-1432-53220 | TCM BANK NA VISA | 3% Card Transaction Fee (Ordering with | 08/13/2024 | 0 | 9.24 | 00027949 |
| 1000-25-1432-53220 | TCM BANK NA VISA | #5050 Body Insert (Brass, Reverse Block | 08/13/2024 | 0 | 6.16 | 00027949 |
| 1000-25-1432-53220 | TCM BANK NA VISA | #2268 Screw, 10-32, .200" X 2.5", S/S 30 | 08/13/2024 | 0 | 6.56 | 00027949 |
| 1000-25-1432-53220 | TCM BANK NA VISA | #A8328 Rope, Assy, 9.5', 3 Floats; (EA/1 | 08/13/2024 | 0 | 89.24 | 00027949 |
| 1000-25-1432-53220 | TCM BANK NA VISA | USPS Charges for Shipping | 08/13/2024 | 0 | 15.98 | 00027949 |
| | | Vendor Subtotal: | | | 317.20 | |
| 1000-25-1432-65210 | MUSCATINE POWER & WATER | July Phones - Weed Park | 08/09/2024 | 0 | 71.27 | |
| | | Vendor Subtotal: | | | 71.27 | |

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| 1000-30-1511-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 79.64 |
| | | | Vendor Subtotal: | | | 79.64 |
| 1000-30-1511-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 114.56 |
| | | | Vendor Subtotal: | | | 114.56 |
| 1000-30-1511-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 2,175.00 |
| | | | Vendor Subtotal: | | | 2,175.00 |
| 1000-30-1511-52890 | AMAZON.COM | Lables/Hard Drive Case | | 08/09/2024 | 0 | 39.71 |
| | | | Vendor Subtotal: | | | 39.71 |
| 1000-30-1511-52890 | TCM BANK NA VISA | Des Moines Stamp - Notary Stamp Olson | | 08/13/2024 | 0 | 30.50 |
| 1000-30-1511-52890 | TCM BANK NA VISA | Demco - Labels/Tape | | 08/13/2024 | 0 | 80.75 |
| | | | Vendor Subtotal: | | | 111.25 |
| 1000-30-1511-61340 | TCM BANK NA VISA | Zoom - Monthly Fee | | 08/13/2024 | 0 | 55.99 |
| 1000-30-1511-61340 | TCM BANK NA VISA | Big Imprint - Monthly Fee | | 08/13/2024 | 0 | 116.00 |
| 1000-30-1511-61340 | TCM BANK NA VISA | Mailchimp - Monthly Fee | | 08/13/2024 | 0 | 110.00 |
| 1000-30-1511-61340 | TCM BANK NA VISA | Adobe - Creative Cloud | | 08/13/2024 | 0 | 49.99 |
| 1000-30-1511-61340 | TCM BANK NA VISA | Tunstenautomati - Software | | 08/13/2024 | 0 | 138.03 |
| 1000-30-1511-61340 | TCM BANK NA VISA | Tunstenautomati - Software Tax Refunde | | 08/13/2024 | 0 | -9.03 |
| | | | Vendor Subtotal: | | | 460.98 |
| 1000-30-1511-61660 | LUCAS COMMUNICATION INC | Labor - Change Phone Ext. 109, Change I | | 08/13/2024 | 0 | 95.00 00028050 |
| | | | Vendor Subtotal: | | | 95.00 |
| 1000-30-1511-61660 | UNIQUE MANAGEMENT SERVICES, | July Collection Agency Fee | | 08/09/2024 | 0 | 209.70 |
| | | | Vendor Subtotal: | | | 209.70 |
| 1000-30-1511-62460 | ORIENTAL TRADING CO INC | Mini Button Games | | 08/09/2024 | 0 | 28.86 |

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| | | Vendor Subtotal: | | | 28.86 |
| 1000-30-1511-62460 | AMAZON.COM | String Lights/Glass Vases | 08/09/2024 | 0 | 86.75 |
| 1000-30-1511-62460 | AMAZON.COM | A Place to Hang the Moon - 14 Copies | 08/13/2024 | 0 | 125.86 |
| | | Vendor Subtotal: | | | 212.61 |
| 1000-30-1511-62460 | CALEEN PAGEL | Tai Chi Classes 7/9 & 7/19 | 08/09/2024 | 0 | 100.00 |
| | | Vendor Subtotal: | | | 100.00 |
| 1000-30-1511-62460 | TCM BANK NA VISA | Wal Mart - Program Fees | 08/13/2024 | 0 | 96.02 |
| 1000-30-1511-62460 | TCM BANK NA VISA | Menards - Storywalk Program | 08/13/2024 | 0 | 25.96 |
| 1000-30-1511-62460 | TCM BANK NA VISA | Wal Mart - Trivia Night | 08/13/2024 | 0 | 60.74 |
| 1000-30-1511-62460 | TCM BANK NA VISA | Wal Mart - SRP Prizes | 08/13/2024 | 0 | 92.91 |
| | | Vendor Subtotal: | | | 275.63 |
| 1000-30-1511-64120 | TCM BANK NA VISA | Westin - Lodging | 08/13/2024 | 0 | 1,662.25 |
| | | Vendor Subtotal: | | | 1,662.25 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Ambrogio - Meal | 08/13/2024 | 0 | 34.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Westin - Meal | 08/13/2024 | 0 | 17.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Achilles Coffee - Meal | 08/13/2024 | 0 | 18.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Ballast Point - Meal | 08/13/2024 | 0 | 34.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Kuma Cafe - Meal | 08/13/2024 | 0 | 17.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Westin - Meal | 08/13/2024 | 0 | 17.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Achilles Coffee - Meal | 08/13/2024 | 0 | 18.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Ambrogio - Meal | 08/13/2024 | 0 | 34.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Kuma Cafe - Meal | 08/13/2024 | 0 | 17.00 |
| 1000-30-1511-64400 | TCM BANK NA VISA | Rosemonts - Meal | 08/13/2024 | 0 | 18.00 |
| | | Vendor Subtotal: | | | 224.00 |
| 1000-30-1511-64500 | FRAN DONELSON | Reimb Mileage 5/7/24 - 6/26/24 | 06/30/2024 | 0 | 44.40 |
| | | Vendor Subtotal: | | | 44.40 |

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| 1000-30-1511-64700 | AMAZON.COM | Book - Make it Clear Speak and Write to | 08/09/2024 | 0 | 35.00 |
| | | Vendor Subtotal: | | | 35.00 |
| 1000-30-1511-65100 | TCM BANK NA VISA | Facebook - Advertising | 08/13/2024 | 0 | 13.82 |
| | | Vendor Subtotal: | | | 13.82 |
| 1000-30-1511-65210 | MUSCATINE POWER & WATER | July Phones - Library | 08/09/2024 | 0 | 205.95 |
| | | Vendor Subtotal: | | | 205.95 |
| 1000-30-1511-65240 | MUSCATINE POWER & WATER | July Machlink - Library | 08/09/2024 | 0 | 570.00 |
| | | Vendor Subtotal: | | | 570.00 |
| 1000-30-1511-65240 | VERIZON WIRELESS | July Cell Phones | 08/13/2024 | 0 | 40.01 |
| | | Vendor Subtotal: | | | 40.01 |
| 1000-30-1511-65240 | T-MOBILE | Remote Hot Spot | 08/09/2024 | 0 | 89.25 |
| | | Vendor Subtotal: | | | 89.25 |
| 1000-30-1511-69300 | PAIGE WILLIAMS | Refund - Found Item - Mr. Will Need to ( | 08/09/2024 | 0 | 17.00 |
| | | Vendor Subtotal: | | | 17.00 |
| 1000-30-1511-74500 | BOOKPAGE | Subscription Sept 24 - Aug 25 | 08/09/2024 | 0 | 744.00 |
| | | Vendor Subtotal: | | | 744.00 |
| 1000-30-1511-74500 | TCM BANK NA VISA | Wall Street Journal - Subscription | 08/13/2024 | 0 | 60.49 |
| 1000-30-1511-74500 | TCM BANK NA VISA | Our Iowa - Subscription | 08/13/2024 | 0 | 24.98 |
| | | Vendor Subtotal: | | | 85.47 |
| 1000-35-1521-36120 | JUANITA GILTNER | Refund - Cookie Decorating | 08/09/2024 | 0 | 35.00 |

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| | | Vendor Subtotal: | | | 35.00 |
| 1000-35-1521-36120 | MARGARET CHEN | Refund - Cookie Decorating | 08/09/2024 | 0 | 35.00 |
| | | Vendor Subtotal: | | | 35.00 |
| 1000-35-1521-36120 | SUSAN BURZLAFF | Refund Cookie Decorating | 08/09/2024 | 0 | 35.00 |
| | | Vendor Subtotal: | | | 35.00 |
| 1000-35-1521-36120 | MICHELLE SPELLMAN | Refund - Cookie Decorating | 08/09/2024 | 0 | 35.00 |
| | | Vendor Subtotal: | | | 35.00 |
| 1000-35-1521-36120 | KAREN HENNEMAN | Refund - Watercolor | 08/09/2024 | 0 | 13.50 |
| | | Vendor Subtotal: | | | 13.50 |
| 1000-35-1521-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 43.64 |
| | | Vendor Subtotal: | | | 43.64 |
| 1000-35-1521-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 62.78 |
| | | Vendor Subtotal: | | | 62.78 |
| 1000-35-1521-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 507.50 |
| | | Vendor Subtotal: | | | 507.50 |
| 1000-35-1521-51100 | AMAZON.COM | Sticky Notes/Markers | 08/09/2024 | 0 | 96.12 |
| 1000-35-1521-51100 | AMAZON.COM | File Jackets/Manila Folder | 08/09/2024 | 0 | 72.29 |
| | | Vendor Subtotal: | | | 168.41 |
| 1000-35-1521-52820 | AMAZON.COM | Drop Cloths/Lunch Bags | 08/09/2024 | 0 | 83.87 |
| 1000-35-1521-52820 | AMAZON.COM | Pens/Tissue Paper/Gel Pens | 08/09/2024 | 0 | 82.66 |

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| 1000-35-1521-52820 | AMAZON.COM | Paint Set | 08/09/2024 | 0 | 14.90 |
| 1000-35-1521-52820 | AMAZON.COM | Painter's Tape/Washable Markers | 08/09/2024 | 0 | 93.30 |
| 1000-35-1521-52820 | AMAZON.COM | Glue Gun Sticks/Paper Plates | 08/09/2024 | 0 | 90.48 |
| | | Vendor Subtotal: | | | 365.21 |
| 1000-35-1521-52890 | MENARDS (MUSC) | DEF Wand | 08/09/2024 | 0 | 16.48 |
| | | Vendor Subtotal: | | | 16.48 |
| 1000-35-1521-52890 | AMAZON.COM | Metal Cleaner | 08/13/2024 | 0 | 7.89 |
| 1000-35-1521-52890 | AMAZON.COM | Polish Cream/Wax Polish | 08/09/2024 | 0 | 26.34 |
| 1000-35-1521-52890 | AMAZON.COM | Batteries | 08/09/2024 | 0 | 78.29 |
| | | Vendor Subtotal: | | | 112.52 |
| 1000-35-1521-61640 | CORINNE STANLEY | DSCI - Milagros w/C Stanley | 08/13/2024 | 0 | 425.00 |
| | | Vendor Subtotal: | | | 425.00 |
| 1000-35-1521-61640 | VADA BAKER | Teaching Fee Class ID 7287 | 08/09/2024 | 0 | 75.00 |
| | | Vendor Subtotal: | | | 75.00 |
| 1000-35-1521-61640 | JULIE LEAR | Teaching Fee Class ID 7279 | 08/09/2024 | 0 | 75.00 |
| | | Vendor Subtotal: | | | 75.00 |
| 1000-35-1521-61640 | NANCY FOXEN | Teaching Fee Class ID 7284 | 08/09/2024 | 0 | 300.00 |
| | | Vendor Subtotal: | | | 300.00 |
| 1000-35-1521-61640 | MARY ALICE SESSLER | Teaching Fee Class ID 7285 | 08/09/2024 | 0 | 300.00 |
| | | Vendor Subtotal: | | | 300.00 |
| 1000-35-1521-62370 | GORDON FLESCH COMPANY | Copier | 08/13/2024 | 0 | 93.32 |

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| | | Vendor Subtotal: | | | 93.32 |
| 1000-35-1521-64500 | STEVEN HAMMANN | Reimb Mileage 7/2/24 - 7/30/24 | 08/09/2024 | 0 | 9.60 |
| | | Vendor Subtotal: | | | 9.60 |
| 1000-35-1521-65210 | MUSCATINE POWER & WATER | July Phones - Art Center | 08/09/2024 | 0 | 167.04 |
| | | Vendor Subtotal: | | | 167.04 |
| 1000-35-1521-65240 | MUSCATINE POWER & WATER | July Internet - Art Center | 08/09/2024 | 0 | 82.97 |
| | | Vendor Subtotal: | | | 82.97 |
| 1000-35-1524-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 72.50 |
| | | Vendor Subtotal: | | | 72.50 |
| 1000-40-1151-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 23.46 |
| | | Vendor Subtotal: | | | 23.46 |
| 1000-40-1151-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 17.97 |
| 1000-40-1151-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 40.89 |
| | | Vendor Subtotal: | | | 58.86 |
| 1000-40-1151-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 |
| 1000-40-1151-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 1,187.55 |
| | | Vendor Subtotal: | | | 1,332.55 |
| 1000-40-1151-52100 | MENARDS (MUSC) | Othro | 08/09/2024 | 0 | 83.98 |
| | | Vendor Subtotal: | | | 83.98 |
| 1000-40-1151-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - G Gray | 08/13/2024 | 0 | 28.60 |

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| | | | Vendor Subtotal: | | | 28.60 |
| 1000-40-1151-52400 | HOME DEPOT PRO INSTITUTIONAL | Renown Wave 3D Urinal Screen, 10 per I | | 08/09/2024 | 0 | 134.16 00028035 |
| 1000-40-1151-52400 | HOME DEPOT PRO INSTITUTIONAL | Renown Mint 9 Bowl Cleaner 32oz. 12 pe | | 08/09/2024 | 0 | 972.00 00028035 |
| | | | Vendor Subtotal: | | | 1,106.16 |
| 1000-40-1151-52400 | MENARDS (MUSC) | Pine Cleaner | | 08/09/2024 | 0 | 44.49 |
| | | | Vendor Subtotal: | | | 44.49 |
| 1000-40-1151-52890 | MENARDS (MUSC) | Gap Filler/Brace | | 08/09/2024 | 0 | 24.04 |
| 1000-40-1151-52890 | MENARDS (MUSC) | Concrete Sealer | | 08/09/2024 | 0 | 98.80 |
| 1000-40-1151-52890 | MENARDS (MUSC) | Double Sided Tape | | 08/09/2024 | 0 | 16.48 |
| 1000-40-1151-52890 | MENARDS (MUSC) | Concrete Sealer | | 08/09/2024 | 0 | 88.92 |
| 1000-40-1151-52890 | MENARDS (MUSC) | Concrete Sealer | | 08/09/2024 | 0 | 89.12 |
| | | | Vendor Subtotal: | | | 317.36 |
| 1000-40-1151-52890 | SMITH SALES & SERVICE | Filter | | 08/09/2024 | 0 | 9.00 |
| | | | Vendor Subtotal: | | | 9.00 |
| 1000-40-1151-52890 | AMAZON.COM | Dryer Booster Fan | | 08/09/2024 | 0 | 230.00 00028217 |
| | | | Vendor Subtotal: | | | 230.00 |
| 1000-40-1151-53120 | MENARDS (MUSC) | Bulbs | | 08/09/2024 | 0 | 27.96 |
| | | | Vendor Subtotal: | | | 27.96 |
| 1000-40-1151-53120 | VAN METER INDUSTRIAL INC | LED Bulbs | | 08/09/2024 | 0 | 95.10 |
| 1000-40-1151-53120 | VAN METER INDUSTRIAL INC | LED Fixture | | 08/09/2024 | 0 | 29.70 |
| | | | Vendor Subtotal: | | | 124.80 |
| 1000-40-1151-53150 | MENARDS (MUSC) | Water Pad | | 08/09/2024 | 0 | 48.97 |

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| | | Vendor Subtotal: | | | 48.97 | |
| 1000-40-1151-64200 | TCM BANK NA VISA | IDALS - Peticide Lic - Jacobs | 08/13/2024 | 0 | 25.00 | |
| | | Vendor Subtotal: | | | 25.00 | |
| 1000-40-1151-65310 | ALLIANT ENERGY | July Gas - Art Center | 08/09/2024 | 0 | 37.83 | |
| | | Vendor Subtotal: | | | 37.83 | |
| 1000-40-1151-67330 | MARK A DIERCKS | Pick Open Lock/Re-Key to Match | 08/09/2024 | 0 | 96.00 | |
| | | Vendor Subtotal: | | | 96.00 | |
| 1000-40-1151-67330 | KELLY HEATING COOLING & PLBG | Repair Restroom Sinks - City Hall 3rd Fl | 08/09/2024 | 0 | 386.90 | 00028122 |
| | | Vendor Subtotal: | | | 386.90 | |
| 1000-40-1151-67330 | PHELPS CLEANING SERVICE INC | Dryer Rental | 08/09/2024 | 0 | 1,750.00 | |
| | | Vendor Subtotal: | | | 1,750.00 | |
| 1000-40-1151-67330 | TMI INC | Emergency Repair on A/C at the PSB - T | 08/09/2024 | 0 | 19.00 | 00028215 |
| 1000-40-1151-67330 | TMI INC | Emergency Repair on A/C at the PSB - C | 08/09/2024 | 0 | 18.00 | 00028215 |
| 1000-40-1151-67330 | TMI INC | Emergency Repair on A/C at the PSB - L | 08/09/2024 | 0 | 272.00 | 00028215 |
| 1000-40-1151-67330 | TMI INC | Quarterly Billing | 08/09/2024 | 0 | 2,841.00 | |
| | | Vendor Subtotal: | | | 3,150.00 | |
| 1000-40-1151-69400 | IOWA ASSOC OF BLDG MAINT ENG | Membership - S O'Brien | 08/09/2024 | 0 | 40.00 | |
| 1000-40-1151-69400 | IOWA ASSOC OF BLDG MAINT ENG | Membership - D Shrier | 08/09/2024 | 0 | 40.00 | |
| | | Vendor Subtotal: | | | 80.00 | |
| 1000-40-1611-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 35.35 | |
| | | Vendor Subtotal: | | | 35.35 | |

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| 1000-40-1611-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 49.78 | |
| | | | Vendor Subtotal: | | | 49.78 | |
| 1000-40-1611-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 362.50 | |
| | | | Vendor Subtotal: | | | 362.50 | |
| 1000-40-1611-64120 | BOLTON & MENK INC | General Engineering Services | | 08/09/2024 | 0 | 927.50 | |
| | | | Vendor Subtotal: | | | 927.50 | |
| 1000-40-1611-65275 | VERIZON WIRELESS | July Phones | | 08/09/2024 | 0 | 120.03 | |
| | | | Vendor Subtotal: | | | 120.03 | |
| 1000-40-1621-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 48.52 | |
| | | | Vendor Subtotal: | | | 48.52 | |
| 1000-40-1621-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 20.64 | |
| 1000-40-1621-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 152.09 | |
| | | | Vendor Subtotal: | | | 172.73 | |
| 1000-40-1621-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | | 08/13/2024 | 0 | 1,319.50 | |
| 1000-40-1621-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 193.34 | |
| | | | Vendor Subtotal: | | | 1,512.84 | |
| 1000-40-1621-52300 | PHELPS CUSTOM IMAGE WEAR | Uniform - J Shoppa | | 06/30/2024 | 0 | 58.06 | |
| 1000-40-1621-52300 | PHELPS CUSTOM IMAGE WEAR | Uniform - D Downey | | 06/30/2024 | 0 | 36.99 | |
| | | | Vendor Subtotal: | | | 95.05 | |
| 1000-40-1621-52750 | CARQUEST OF MUSCATINE | 50-1 2 Cycle Fuel | | 08/09/2024 | 0 | 103.92 | 00028182 |

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| | | Vendor Subtotal: | | | 103.92 | |
| 1000-40-1621-52840 | QUAD CITY SAFETY INC | Hi-Viz Cut Resistant Samurai Gloves 12p | 08/09/2024 | 0 | 149.40 | 00028255 |
| | | Vendor Subtotal: | | | 149.40 | |
| 1000-40-1621-52840 | AMAZON.COM | Safety Glasses | 08/09/2024 | 0 | 79.18 | |
| | | Vendor Subtotal: | | | 79.18 | |
| 1000-40-1621-52890 | MENARDS (MUSC) | Putty Knife/Trowel | 08/13/2024 | 0 | 58.11 | |
| 1000-40-1621-52890 | MENARDS (MUSC) | Stretch Wrap | 08/09/2024 | 0 | 56.94 | |
| | | Vendor Subtotal: | | | 115.05 | |
| 1000-40-1621-52890 | ZIEGENHORN AND SONS | Bent and Formed Sheet Metal | 06/30/2024 | 0 | 350.00 | 00027884 |
| 1000-40-1621-52890 | ZIEGENHORN AND SONS | Bent and Formed Sheet Metal | 06/30/2024 | 0 | 58.00 | |
| | | Vendor Subtotal: | | | 408.00 | |
| 1000-40-1621-53130 | GRAINGER DEPT 802675066 | Gasket | 08/09/2024 | 0 | 1.90 | |
| 1000-40-1621-53130 | GRAINGER DEPT 802675066 | Fire Hose Adapter | 08/09/2024 | 0 | 76.18 | |
| | | Vendor Subtotal: | | | 78.08 | |
| 1000-40-1621-53310 | RIVER STONE GROUP | 35 Tons of Hot Mix | 08/09/2024 | 0 | 1,012.83 | 00028074 |
| | | Vendor Subtotal: | | | 1,012.83 | |
| 1000-40-1621-53400 | POTTERS INDUSTRIES LLC | Glass Beads Reflective- One Pallet | 08/13/2024 | 0 | 1,030.00 | 00028183 |
| | | Vendor Subtotal: | | | 1,030.00 | |
| 1000-40-1621-65275 | VERIZON WIRELESS | July Phones | 08/09/2024 | 0 | 120.03 | |
| | | Vendor Subtotal: | | | 120.03 | |

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| 1000-40-1621-65275 | VERIZON | July GPS | | 08/09/2024 | 0 | 34.90 | |
| 1000-40-1621-65275 | VERIZON | July GPS | | 08/09/2024 | 0 | 191.95 | |
| | | | Vendor Subtotal: | | | 226.85 | |
| 1000-40-1621-65310 | ALLIANT ENERGY | July Gas - DOT Bldg | | 08/09/2024 | 0 | 32.97 | |
| 1000-40-1621-65310 | ALLIANT ENERGY | July Gas - PW | | 08/09/2024 | 0 | 52.25 | |
| 1000-40-1621-65310 | ALLIANT ENERGY | July Gas - Lower Lot | | 08/09/2024 | 0 | 34.65 | |
| 1000-40-1621-65310 | ALLIANT ENERGY | July Gas - PW | | 08/09/2024 | 0 | 24.26 | |
| 1000-40-1621-65310 | ALLIANT ENERGY | July Gas - PW | | 08/09/2024 | 0 | 35.57 | |
| | | | Vendor Subtotal: | | | 179.70 | |
| 1000-40-1621-67400 | TOP NOTCH MUDJACKING | Mudjacking Road at Intersection of Stew | | 08/13/2024 | 0 | 2,500.00 | 00028232 |
| | | | Vendor Subtotal: | | | 2,500.00 | |
| 1000-40-1621-68300 | MUSCATINE POWER & WATER | Qtrly MAGIC | | 08/09/2024 | 0 | 8,748.34 | |
| | | | Vendor Subtotal: | | | 8,748.34 | |
| 1000-40-1621-69200 | PACK-N-SHIP | Postage | | 08/13/2024 | 0 | 49.97 | |
| | | | Vendor Subtotal: | | | 49.97 | |
| 1000-40-1623-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 5.94 | |
| | | | Vendor Subtotal: | | | 5.94 | |
| 1000-40-1623-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 31.45 | |
| | | | Vendor Subtotal: | | | 31.45 | |
| 1000-40-1623-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | | 08/13/2024 | 0 | 275.50 | |
| | | | Vendor Subtotal: | | | 275.50 | |
| 1000-40-1624-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 3.13 | |

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| | | Vendor Subtotal: | | | 3.13 | |
| 1000-40-1624-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 17.28 | |
| | | Vendor Subtotal: | | | 17.28 | |
| 1000-40-1624-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 145.00 | |
| 1000-40-1624-52890 | BLACKBURN MANUFACTURING C( | Warning Flags 18" x 18" w/24" Dow | 08/09/2024 | 0 | 158.20 | 00028256 |
| 1000-40-1624-52890 | BLACKBURN MANUFACTURING C( | Warning Flags 18" x 18" w/24" Dow | 08/09/2024 | 0 | 0.48 | |
| | | Vendor Subtotal: | | | 158.68 | |
| 1000-40-1624-52890 | MENARDS (MUSC) | Saw Blade/Organizer | 08/13/2024 | 0 | 25.97 | |
| 1000-40-1624-52890 | MENARDS (MUSC) | Wood Lath | 08/13/2024 | 0 | 48.96 | |
| | | Vendor Subtotal: | | | 74.93 | |
| 1000-40-1624-53140 | SHERWIN WILLIAMS | Paint | 08/13/2024 | 0 | 50.36 | |
| | | Vendor Subtotal: | | | 50.36 | |
| 1000-40-1624-65320 | EASTERN IOWA LIGHT & POWER C | July Power - Hwy 61 & Universtiy | 08/09/2024 | 0 | 117.43 | |
| 1000-40-1624-65320 | EASTERN IOWA LIGHT & POWER C | July Power - 38 & Bidwell | 08/09/2024 | 0 | 45.91 | |
| 1000-40-1624-65320 | EASTERN IOWA LIGHT & POWER C | July Power - Bypass | 08/09/2024 | 0 | 76.61 | |
| | | Vendor Subtotal: | | | 239.95 | |
| 1000-40-1624-73900 | LATITUDE SIGNAGE + DESIGN | Sign for Mississippi Dr & Sycamore St | 06/30/2024 | 0 | 350.00 | 00027256 |
| | | Vendor Subtotal: | | | 350.00 | |
| 1000-40-1641-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 28.41 | |
| | | Vendor Subtotal: | | | 28.41 | |

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| 1000-40-1641-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 33.94 |
| | | Vendor Subtotal: | | | 33.94 |
| 1000-40-1641-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 193.33 |
| | | Vendor Subtotal: | | | 193.33 |
| 1000-40-1641-52890 | MENARDS (MUSC) | Replacement Chain | 06/30/2024 | 0 | 39.98 |
| 1000-40-1641-52890 | MENARDS (MUSC) | Return | 06/30/2024 | 0 | -39.98 |
| | | Vendor Subtotal: | | | 0.00 |
| 1000-40-1641-62370 | GORDON FLESCH COMPANY | Copier | 08/09/2024 | 0 | 58.00 |
| | | Vendor Subtotal: | | | 58.00 |
| | | Subtotal for FUND: 1000 | | | 231,546.12 |
| 3981-30-3981-52240 | AMAZON.COM | Black Cartridge | 08/09/2024 | 0 | 96.90 |
| | | Vendor Subtotal: | | | 96.90 |
| 3981-30-3981-62460 | WEST HILL CAKERY | How To Decorate - Program Fees | 08/09/2024 | 0 | 190.00 |
| | | Vendor Subtotal: | | | 190.00 |
| 3981-30-3982-61660 | LENA RESEARCH FOUNDATION | Lena Annual Fee | 08/09/2024 | 0 | 10,646.00 |
| | | Vendor Subtotal: | | | 10,646.00 |
| 3981-30-3983-61340 | TCM BANK NA VISA | Apple - I Cloud Storage Fee | 08/13/2024 | 0 | 2.99 |
| 3981-30-3983-61340 | TCM BANK NA VISA | Boxcast - Archived Storage | 08/13/2024 | 0 | 75.87 |
| 3981-30-3983-61340 | TCM BANK NA VISA | Boxcast - Monthly Subscription | 08/13/2024 | 0 | 219.00 |
| | | Vendor Subtotal: | | | 297.86 |

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| 3981-30-3983-65240 | MUSCATINE POWER & WATER | July Channel 5 - Library | 08/09/2024 | 0 | 330.83 |
| | | Vendor Subtotal: | | | 330.83 |
| | | Subtotal for FUND: 3981 | | | 11,561.59 |
| 4155-40-4155-61420 | MCCLURE ENGINEERING CO | Devitt Ave Sidewalk | 08/13/2024 | 0 | 11,595.00 |
| | | Vendor Subtotal: | | | 11,595.00 |
| | | Subtotal for FUND: 4155 | | | 11,595.00 |
| 4180-40-4180-61420 | BOLTON & MENK INC | Fullian Ave Phase II | 08/13/2024 | 0 | 10,623.00 |
| | | Vendor Subtotal: | | | 10,623.00 |
| 4180-40-4180-73200 | HEUER CONSTRUCTION | Fulliam Ave Phase 2 Pay App #5 | 08/13/2024 | 0 | 157,629.04 |
| | | Vendor Subtotal: | | | 157,629.04 |
| | | Subtotal for FUND: 4180 | | | 168,252.04 |
| 4195-00-0000-20600 | HEUER CONSTRUCTION | Retainage | 08/13/2024 | 0 | 6,136.58 |
| | | Vendor Subtotal: | | | 6,136.58 |
| 4195-40-4197-61420 | BOLTON & MENK INC | Grandview Ave Reconstruction | 06/30/2024 | 0 | 12,448.00 |
| | | Vendor Subtotal: | | | 12,448.00 |
| | | Subtotal for FUND: 4195 | | | 18,584.58 |
| 4276-40-4276-61660 | MARTIN & WHITACRE SURVEYORS | Exhibit - Sanitary Sewer | 08/13/2024 | 0 | 1,219.25 |
| | | Vendor Subtotal: | | | 1,219.25 |
| 4276-40-4276-73100 | HAGERTY EARTHWORKS | West Hill Phase 5a Pay App #48 | 06/30/2024 | 0 | 167,407.47 |

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| | | Vendor Subtotal: | | | 167,407.47 |
| 4276-40-4276-73100 | KE FLATWORK INC | West Hill Phase 6a/b Pay App #24 | 08/13/2024 | 0 | 225,852.10 |
| | | Vendor Subtotal: | | | 225,852.10 |
| | | Subtotal for FUND: 4276 | | | 394,478.82 |
| 4443-25-4443-73500 | SULZCO | Weed Park Improvements Pay App #1 | 08/13/2024 | 0 | 97,636.58 |
| | | Vendor Subtotal: | | | 97,636.58 |
| 4443-25-4443-73500 | ZWB GENERAL CONSTRUCTION | Weed Park Lagoon Deck Project | 08/09/2024 | 0 | 5,120.00 |
| | | Vendor Subtotal: | | | 5,120.00 |
| | | Subtotal for FUND: 4443 | | | 102,756.58 |
| 4554-10-4554-72200 | VALLEY CONSTRUCTION | Demo 417 Mulberry Ave (Partial) | 08/13/2024 | 0 | 1,197.68 |
| | | Vendor Subtotal: | | | 1,197.68 |
| | | Subtotal for FUND: 4554 | | | 1,197.68 |
| 4639-40-4639-61420 | LEGAT ARCHITECTS | Wash Bay Building | 08/13/2024 | 0 | 795.00 |
| | | Vendor Subtotal: | | | 795.00 |
| 4639-40-4639-72300 | BILL BRUCE BUILDERS INC | Wash Bay Pay App #5 | 08/13/2024 | 0 | 105,898.17 |
| | | Vendor Subtotal: | | | 105,898.17 |
| | | Subtotal for FUND: 4639 | | | 106,693.17 |
| 4658-40-4658-73700 | MODERN | Install RTU for Council Chambers | 08/13/2024 | 0 | 60,932.16 |

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| | | Vendor Subtotal: | | | 60,932.16 | |
| | | Subtotal for FUND: 4658 | | | 60,932.16 | |
| 4863-10-4863-61420 | BOLTON & MENK INC | New AVGAS Fuel System | 08/13/2024 | 0 | 7,005.20 | |
| | | Vendor Subtotal: | | | 7,005.20 | |
| | | Subtotal for FUND: 4863 | | | 7,005.20 | |
| 4865-40-4865-61420 | BOLTON & MENK INC | Runway Lighting | 08/13/2024 | 0 | 4,518.00 | |
| | | Vendor Subtotal: | | | 4,518.00 | |
| | | Subtotal for FUND: 4865 | | | 4,518.00 | |
| 5211-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | 07/19/2024 | 0 | 3.31 | |
| 5211-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | 07/05/2024 | 0 | 3.30 | |
| | | Vendor Subtotal: | | | 6.61 | |
| 5211-40-5211-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 15.63 | |
| | | Vendor Subtotal: | | | 15.63 | |
| 5211-40-5211-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 17.97 | |
| | | Vendor Subtotal: | | | 17.97 | |
| 5211-40-5211-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| 5211-40-5211-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 2,610.00 | |
| | | Vendor Subtotal: | | | 2,755.00 | |
| 5211-40-5211-64200 | DRJ GROUP, LLC | Fire Extinguisher Training | 08/09/2024 | 0 | 165.00 | 00028222 |

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| | | | Vendor Subtotal: | | | 165.00 |
| 5211-40-5211-65100 | ICAN | Advertising | | 08/13/2024 | 0 | 403.00 |
| | | | Vendor Subtotal: | | | 403.00 |
| 5211-40-5211-65275 | VERIZON WIRELESS | July Phones | | 08/09/2024 | 0 | 54.66 |
| | | | Vendor Subtotal: | | | 54.66 |
| 5211-40-5211-65275 | T-MOBILE | July I-Pads | | 08/09/2024 | 0 | 128.22 |
| | | | Vendor Subtotal: | | | 128.22 |
| 5211-40-5211-65310 | ALLIANT ENERGY | July Gas - Transit | | 08/09/2024 | 0 | 15.24 |
| 5211-40-5211-65310 | ALLIANT ENERGY | July Gas - Transit | | 08/09/2024 | 0 | 10.39 |
| 5211-40-5211-65310 | ALLIANT ENERGY | July Gas - Transit | | 08/09/2024 | 0 | 22.39 |
| | | | Vendor Subtotal: | | | 48.02 |
| 5211-40-5211-74100 | KICKIN KOLOR | Signage for New Bus Replacing 246, will | | 06/30/2024 | 0 | 790.00 00027800 |
| | | | Vendor Subtotal: | | | 790.00 |
| 5211-40-5212-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 0.63 |
| | | | Vendor Subtotal: | | | 0.63 |
| 5211-40-5212-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 3.35 |
| | | | Vendor Subtotal: | | | 3.35 |
| 5211-40-5212-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | | 08/13/2024 | 0 | 29.00 |
| | | | Vendor Subtotal: | | | 29.00 |
| | | | Subtotal for FUND: 5211 | | | 4,417.09 |

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| 5311-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | | 07/19/2024 | 0 | 0.11 |
| | | | Vendor Subtotal: | | | 0.11 |
| 5311-05-5311-38650 | AUSTIN DARNELL | Refund Duplicate Payment Parking Ticke | | 08/09/2024 | 0 | 15.00 |
| | | | Vendor Subtotal: | | | 15.00 |
| 5311-05-5311-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 6.47 |
| | | | Vendor Subtotal: | | | 6.47 |
| 5311-05-5311-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 5.89 |
| 5311-05-5311-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 8.46 |
| | | | Vendor Subtotal: | | | 14.35 |
| 5311-05-5311-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | | 08/13/2024 | 0 | 340.75 |
| 5311-05-5311-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 79.75 |
| | | | Vendor Subtotal: | | | 420.50 |
| 5311-05-5311-74200 | MUSCATINE POWER & WATER | City's 25% Alloc of Holiday Decorations | | 08/13/2024 | 0 | 5,908.16 |
| | | | Vendor Subtotal: | | | 5,908.16 |
| 5311-05-5311-74200 | POM INCORPORATED | CFG-APME-0024216-001 - APE-E 10 H | | 08/13/2024 | 0 | 1,998.00 00028028 |
| | | | Vendor Subtotal: | | | 1,998.00 |
| | | | Subtotal for FUND: 5311 | | | 8,362.59 |
| 5451-25-5451-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 18.76 |
| | | | Vendor Subtotal: | | | 18.76 |
| 5451-25-5451-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 17.99 |

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| 5451-25-5451-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 16.83 | |
| | | Vendor Subtotal: | | | 34.82 | |
| 5451-25-5451-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| 5451-25-5451-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 290.00 | |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | PROTESYN | 08/09/2024 | 0 | 795.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | GLYCOFUZE | 08/09/2024 | 0 | 765.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | ASTRON | 08/09/2024 | 0 | 220.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | PER 4 MAX | 08/09/2024 | 0 | 440.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | KNIFE PLUS | 08/09/2024 | 0 | 765.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | CALPHLEX | 08/09/2024 | 0 | 230.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | PERK UP | 08/09/2024 | 0 | 440.00 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | FIGHT'S ON | 08/09/2024 | 0 | 137.50 | 00027933 |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | PER 4 MAX | 08/09/2024 | 0 | 25.00 | |
| 5451-25-5451-52100 | MIDWEST TURF SUPPORT | Light It Up Iron | 08/09/2024 | 0 | 150.00 | 00027992 |
| | | Vendor Subtotal: | | | 3,967.50 | |
| 5451-25-5451-52250 | D & K PRODUCTS | 21-0-4 | 08/09/2024 | 0 | 450.00 | 00028079 |
| | | Vendor Subtotal: | | | 450.00 | |
| 5451-25-5451-52720 | SPRATT OIL SALES | UNLEADED GAS | 08/09/2024 | 0 | 1,805.65 | 00028211 |
| 5451-25-5451-52720 | SPRATT OIL SALES | DIESEL FUEL | 08/09/2024 | 0 | 1,140.00 | 00028211 |
| 5451-25-5451-52720 | SPRATT OIL SALES | DIESEL FUEL | 08/09/2024 | 0 | 8.55 | |
| | | Vendor Subtotal: | | | 2,954.20 | |
| 5451-25-5451-52890 | MENARDS (MUSC) | PVC Pipe/Bulbs | 08/09/2024 | 0 | 17.97 | |
| | | Vendor Subtotal: | | | 17.97 | |
| 5451-25-5451-53110 | MENARDS (MUSC) | Filters | 08/13/2024 | 0 | 58.80 | |
| | | Vendor Subtotal: | | | 58.80 | |

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| 5451-25-5451-53220 | NAPA OF MUSCATINE | Filter | 08/09/2024 | 0 | 59.05 | |
| | | Vendor Subtotal: | | | 59.05 | |
| 5451-25-5451-53220 | VAN WALL EQUIPMENT INC. | YOKES FOR REELS | 08/09/2024 | 0 | 995.10 | 00027937 |
| 5451-25-5451-53220 | VAN WALL EQUIPMENT INC. | HOOKS | 08/09/2024 | 0 | 126.75 | 00028212 |
| 5451-25-5451-53220 | VAN WALL EQUIPMENT INC. | SHIPPING | 08/09/2024 | 0 | 29.15 | 00028212 |
| 5451-25-5451-53220 | VAN WALL EQUIPMENT INC. | STEERING SHAFT | 08/09/2024 | 0 | 240.00 | 00028212 |
| 5451-25-5451-53220 | VAN WALL EQUIPMENT INC. | STEERING SHAFT | 08/09/2024 | 0 | 0.25 | |
| | | Vendor Subtotal: | | | 1,391.25 | |
| 5451-25-5451-53220 | MIDWEST TURF SUPPORT | SHIPPING | 08/09/2024 | 0 | 25.00 | 00028167 |
| 5451-25-5451-53220 | MIDWEST TURF SUPPORT | BACKLAPPING COMPOUND | 08/09/2024 | 0 | 112.02 | 00028167 |
| 5451-25-5451-53220 | MIDWEST TURF SUPPORT | SHIPPING | 08/09/2024 | 0 | 29.43 | |
| | | Vendor Subtotal: | | | 166.45 | |
| 5451-25-5451-62530 | GETZ FIRE EQUIPMENT CO | Fire Ext Service - Annual | 08/09/2024 | 0 | 76.20 | |
| | | Vendor Subtotal: | | | 76.20 | |
| 5451-25-5451-67130 | GODDARD HEATING & COOLING | AC REPAIR FOR SHOP | 08/09/2024 | 0 | 450.00 | 00028158 |
| 5451-25-5451-67130 | GODDARD HEATING & COOLING | AC REPAIR FOR SHOP | 08/09/2024 | 0 | 5.00 | |
| | | Vendor Subtotal: | | | 455.00 | |
| 5451-25-5452-38364 | TCM BANK NA VISA | Wal-Mart - Prizes | 08/13/2024 | 0 | 1,544.46 | |
| 5451-25-5452-38364 | TCM BANK NA VISA | Wal-Mart - Food | 08/13/2024 | 0 | 614.82 | |
| 5451-25-5452-38364 | TCM BANK NA VISA | Wal-Mart - Return | 08/13/2024 | 0 | -614.82 | |
| | | Vendor Subtotal: | | | 1,544.46 | |
| 5451-25-5452-38630 | BRYAN REYNOLDS | Refund Duplicate CC Charge | 08/13/2024 | 0 | 166.00 | |
| | | Vendor Subtotal: | | | 166.00 | |
| 5451-25-5452-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 17.25 | |

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| | | | Vendor Subtotal: | | | 17.25 |
| 5451-25-5452-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 19.91 |
| | | | Vendor Subtotal: | | | 19.91 |
| 5451-25-5452-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 145.00 |
| | | | Vendor Subtotal: | | | 145.00 |
| 5451-25-5452-51100 | AMAZON.COM | Stapler & Staples | | 08/09/2024 | 0 | 54.49 |
| | | | Vendor Subtotal: | | | 54.49 |
| 5451-25-5452-52810 | TCM BANK NA VISA | 8X10 1ST PLACE PLAQUE | | 08/13/2024 | 0 | 150.00 00027922 |
| 5451-25-5452-52810 | TCM BANK NA VISA | PLAQUES WITH NEW PLATES ONLY | | 08/13/2024 | 0 | 60.00 00027922 |
| 5451-25-5452-52810 | TCM BANK NA VISA | CHAMPION PLAQUE | | 08/13/2024 | 0 | 5.00 00027922 |
| 5451-25-5452-52810 | TCM BANK NA VISA | 6X8 2ND PLACE PLAQUE | | 08/13/2024 | 0 | 108.00 00027922 |
| | | | Vendor Subtotal: | | | 323.00 |
| 5451-25-5452-52851 | 7G DISTRIBUTING LLC | Beer for Resale | | 08/09/2024 | 0 | 1,191.60 |
| 5451-25-5452-52851 | 7G DISTRIBUTING LLC | Beer for Resale | | 08/09/2024 | 0 | 1,644.90 |
| | | | Vendor Subtotal: | | | 2,836.50 |
| 5451-25-5452-52851 | IOWA BEVERAGE | Beer for Resale | | 08/09/2024 | 0 | 698.55 |
| 5451-25-5452-52851 | IOWA BEVERAGE | Beer for Resale | | 08/09/2024 | 0 | 401.10 |
| | | | Vendor Subtotal: | | | 1,099.65 |
| 5451-25-5452-52852 | COCA-COLA BOTTLING COMPANY | Soda for Resale | | 08/09/2024 | 0 | 605.06 |
| 5451-25-5452-52852 | COCA-COLA BOTTLING COMPANY | Soda for Resale | | 08/09/2024 | 0 | 686.58 |
| | | | Vendor Subtotal: | | | 1,291.64 |
| 5451-25-5452-52852 | PERFORMANCE FOOD SERVICE | Food for Resale | | 08/09/2024 | 0 | 550.35 |

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| | | Vendor Subtotal: | | | 550.35 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | HyVee - Resale Food | 08/13/2024 | 0 | 14.24 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | HyVee - Resale Food | 08/13/2024 | 0 | 17.80 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | HyVee - Resale Food | 08/13/2024 | 0 | 22.99 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | HyVee - Resale Food | 08/13/2024 | 0 | 21.36 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | HyVee - Resale Food | 08/13/2024 | 0 | 344.09 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | HyVee - Resale Food | 08/13/2024 | 0 | 41.93 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | Wal-Mart - Food for Resale | 08/13/2024 | 0 | 46.88 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | Wal-Mart - Food for Resale | 08/13/2024 | 0 | 14.60 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | Wal-Mart - Food for Resale | 08/13/2024 | 0 | 29.66 | |
| 5451-25-5452-52852 | TCM BANK NA VISA | Wal-Mart - Food for Resale | 08/13/2024 | 0 | 27.46 | |
| | | Vendor Subtotal: | | | 581.01 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Return | 08/09/2024 | 0 | -1,239.26 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Return | 08/09/2024 | 0 | -227.04 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Return | 08/09/2024 | 0 | -312.72 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Return | 08/09/2024 | 0 | -16.53 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | CALLAWAY DEMO DRIVERS | 06/30/2024 | 0 | 1,729.00 | 00027492 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | SHIPPING | 06/30/2024 | 0 | 50.00 | 00027492 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | CALLAWAY DEMO DRIVERS | 06/30/2024 | 0 | 17.68 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | SHIPPING | 08/09/2024 | 0 | 37.50 | 00027925 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | SUPERSOFT DOZEN | 08/09/2024 | 0 | 449.04 | 00027925 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | ERC SOFT DOZEN | 08/09/2024 | 0 | 179.34 | 00027925 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | CHROME SOFT DOZEN | 08/09/2024 | 0 | 743.04 | 00027925 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Shipping | 08/09/2024 | 0 | 22.50 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Return | 08/09/2024 | 0 | -1,371.42 | |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | SHIPPING | 08/09/2024 | 0 | 27.30 | 00028157 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | CALLAWAY FUSION GLOVES | 08/09/2024 | 0 | 887.04 | 00028157 |
| 5451-25-5452-52853 | CALLAWAY GOLF COMPANY | Golf Balls for Resale | 08/09/2024 | 0 | 1,371.42 | |
| | | Vendor Subtotal: | | | 2,346.89 | |
| 5451-25-5452-52853 | SUN MOUNTAIN SPORTS, INC | PX4 PATHFINDER PUSH CART | 08/09/2024 | 0 | 168.00 | 00028070 |
| 5451-25-5452-52853 | SUN MOUNTAIN SPORTS, INC | SHIPPING | 08/09/2024 | 0 | 18.00 | 00028070 |
| | | Vendor Subtotal: | | | 186.00 | |
| 5451-25-5452-52853 | TITLEIST | AVX DOZEN BALLS | 08/09/2024 | 0 | 225.00 | 00027927 |

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| 5451-25-5452-52853 | TITLEIST | AVX DOZEN BALLS | | 08/09/2024 | 0 | 29.77 |
| | | | Vendor Subtotal: | | | 254.77 |
| 5451-25-5452-52853 | TCM BANK NA VISA | Simply Soothing - Bug Spray | | 08/13/2024 | 0 | 68.04 |
| | | | Vendor Subtotal: | | | 68.04 |
| 5451-25-5452-63300 | HARRIS GOLF CARS | RENTAL CARS | | 08/09/2024 | 0 | 139.10 00027977 |
| | | | Vendor Subtotal: | | | 139.10 |
| | | | Subtotal for FUND: 5451 | | | 21,564.06 |
| 5461-25-5461-65320 | MUSCATINE POWER & WATER | June Electric - Maint Shed | | 06/30/2024 | 0 | 52.81 |
| 5461-25-5461-65320 | MUSCATINE POWER & WATER | June Electric - River Center | | 06/30/2024 | 0 | 25.20 |
| | | | Vendor Subtotal: | | | 78.01 |
| 5461-25-5461-65410 | MUSCATINE POWER & WATER | June Water - Maint Shed | | 06/30/2024 | 0 | 23.17 |
| 5461-25-5461-65410 | MUSCATINE POWER & WATER | June Water - River Center | | 06/30/2024 | 0 | 9.51 |
| | | | Vendor Subtotal: | | | 32.68 |
| | | | Subtotal for FUND: 5461 | | | 110.69 |
| 5466-25-5466-53110 | MENARDS (MUSC) | Washer/Screws | | 08/09/2024 | 0 | 13.04 |
| 5466-25-5466-53110 | MENARDS (MUSC) | Lumber | | 08/09/2024 | 0 | 72.30 |
| | | | Vendor Subtotal: | | | 85.34 |
| | | | Subtotal for FUND: 5466 | | | 85.34 |
| 5642-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | | 07/19/2024 | 0 | 0.69 |
| | | | Vendor Subtotal: | | | 0.69 |

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| 5642-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | 07/19/2024 | 0 | 207.65 |
| 5642-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | 07/05/2024 | 0 | 207.63 |
| | | Vendor Subtotal: | | | 415.28 |
| 5642-45-5642-35210 | MUNICIPAL COLLECTIONS OF AME | Agency Collection - July | 08/13/2024 | 0 | 51.14 |
| | | Vendor Subtotal: | | | 51.14 |
| 5642-45-5642-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 47.21 |
| | | Vendor Subtotal: | | | 47.21 |
| 5642-45-5642-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 109.82 |
| 5642-45-5642-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 36.42 |
| | | Vendor Subtotal: | | | 146.24 |
| 5642-45-5642-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 1,087.50 |
| 5642-45-5642-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 304.50 |
| | | Vendor Subtotal: | | | 1,392.00 |
| 5642-45-5642-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - E Last | 08/13/2024 | 0 | 246.41 |
| 5642-45-5642-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - M Fulton | 08/13/2024 | 0 | 213.20 |
| | | Vendor Subtotal: | | | 459.61 |
| 5642-45-5642-52840 | S.J. SMITH CO. | Gloves | 08/09/2024 | 0 | 87.72 |
| | | Vendor Subtotal: | | | 87.72 |
| 5642-45-5642-62285 | MICHAEL WEIKERT JR | Scrap Appliance | 08/09/2024 | 0 | 234.00 |
| | | Vendor Subtotal: | | | 234.00 |
| 5642-45-5642-65260 | US CELLULAR | July Cell Phones | 08/09/2024 | 0 | 67.40 |

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| | | Vendor Subtotal: | | | 67.40 |
| 5642-45-5642-65275 | VERIZON | July GPS | 08/09/2024 | 0 | 139.60 |
| | | Vendor Subtotal: | | | 139.60 |
| 5642-45-5642-65310 | ALLIANT ENERGY | July Gas - Transfer Garage | 08/09/2024 | 0 | 44.85 |
| | | Vendor Subtotal: | | | 44.85 |
| | | Subtotal for FUND: 5642 | | | 3,085.74 |
| 5652-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | 07/19/2024 | 0 | 0.11 |
| | | Vendor Subtotal: | | | 0.11 |
| 5652-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | 07/19/2024 | 0 | 41.11 |
| 5652-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | 07/05/2024 | 0 | 41.13 |
| | | Vendor Subtotal: | | | 82.24 |
| 5652-45-5652-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 10.37 |
| | | Vendor Subtotal: | | | 10.37 |
| 5652-45-5652-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 11.95 |
| | | Vendor Subtotal: | | | 11.95 |
| 5652-45-5652-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 87.00 |
| | | Vendor Subtotal: | | | 87.00 |
| 5652-45-5652-62520 | JON BRAUNS | July 2024 Leachate Hauling | 08/09/2024 | 0 | 4,420.00 |
| | | Vendor Subtotal: | | | 4,420.00 |

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| 5652-45-5652-62530 | RITTMER INC | July 2024 | 08/09/2024 | 0 | 40,150.00 |
| | | Vendor Subtotal: | | | 40,150.00 |
| 5652-45-5652-63300 | PS3 Enterprises Inc. | Temp Sanitation | 08/09/2024 | 0 | 100.00 |
| 5652-45-5652-63300 | PS3 Enterprises Inc. | Temp Sanitation | 08/09/2024 | 0 | 100.00 |
| | | Vendor Subtotal: | | | 200.00 |
| 5652-45-5652-65320 | EASTERN IOWA LIGHT & POWER C | July Power - Ward Ave | 08/09/2024 | 0 | 55.47 |
| 5652-45-5652-65320 | EASTERN IOWA LIGHT & POWER C | July Power - Landfill | 08/09/2024 | 0 | 498.76 |
| | | Vendor Subtotal: | | | 554.23 |
| 5652-45-5652-69400 | TCM BANK NA VISA | IDNR - Fulton Renewal | 08/13/2024 | 0 | 36.00 |
| 5652-45-5652-69400 | TCM BANK NA VISA | IDNR - Popp Renewal | 08/13/2024 | 0 | 36.00 |
| | | Vendor Subtotal: | | | 72.00 |
| | | Subtotal for FUND: 5652 | | | 45,587.90 |
| 5658-45-5658-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 19.69 |
| | | Vendor Subtotal: | | | 19.69 |
| 5658-45-5658-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 17.33 |
| 5658-45-5658-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 41.44 |
| | | Vendor Subtotal: | | | 58.77 |
| 5658-45-5658-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 116.00 |
| 5658-45-5658-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 552.45 |
| | | Vendor Subtotal: | | | 668.45 |
| 5658-45-5658-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - K Hitchcock | 08/13/2024 | 0 | 135.66 |
| 5658-45-5658-52300 | PHELPS CUSTOM IMAGE WEAR | Hartley Anniversary Shirts | 06/30/2024 | 0 | 46.03 |

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| | | Vendor Subtotal: | | | 181.69 |
| 5658-45-5658-52300 | JOE BARNARD | Reimb Shoes - J Barnard | 08/13/2024 | 0 | 150.00 |
| | | Vendor Subtotal: | | | 150.00 |
| 5658-45-5658-52890 | MENARDS (MUSC) | Powerade | 08/09/2024 | 0 | 24.22 |
| | | Vendor Subtotal: | | | 24.22 |
| 5658-45-5658-52890 | AMAZON.COM | Dry Erase Holder Pen | 08/09/2024 | 0 | 8.48 |
| 5658-45-5658-52890 | AMAZON.COM | Coaxial Cable | 08/09/2024 | 0 | 37.98 |
| 5658-45-5658-52890 | AMAZON.COM | Fuel Nozzle Holder | 08/09/2024 | 0 | 35.00 |
| 5658-45-5658-52890 | AMAZON.COM | Expandable Plastic Wall Pockets | 08/09/2024 | 0 | 10.99 |
| | | Vendor Subtotal: | | | 92.45 |
| 5658-45-5658-52890 | TCM BANK NA VISA | ILOCA - Trailer Liner | 08/13/2024 | 0 | 90.70 |
| | | Vendor Subtotal: | | | 90.70 |
| 5658-45-5658-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - Transfer | 08/09/2024 | 0 | 12.19 |
| | | Vendor Subtotal: | | | 12.19 |
| 5658-45-5658-62280 | LIBERTY TIRE SERVICE OF OHIO L | Tire Recycling | 08/09/2024 | 0 | 3,811.75 |
| | | Vendor Subtotal: | | | 3,811.75 |
| 5658-45-5658-62285 | MICHAEL WEIKERT JR | Scrap Appliance | 08/09/2024 | 0 | 738.00 |
| | | Vendor Subtotal: | | | 738.00 |
| 5658-45-5658-62410 | TEAM STAFFING SOLUTIONS INC | Temp Employee Week Ending 7/28/24 | 08/09/2024 | 0 | 182.70 |
| 5658-45-5658-62410 | TEAM STAFFING SOLUTIONS INC | Temp Employee Week Ending 8/4/24 | 08/09/2024 | 0 | 195.30 |
| | | Vendor Subtotal: | | | 378.00 |

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| 5658-45-5658-62520 | JON BRAUNS | July 2024 Solid Waste | 08/09/2024 | 0 | 25,392.00 | |
| | | Vendor Subtotal: | | | 25,392.00 | |
| 5658-45-5658-65275 | VERIZON | July GPS | 08/09/2024 | 0 | 34.90 | |
| | | Vendor Subtotal: | | | 34.90 | |
| 5658-45-5658-65310 | ALLIANT ENERGY | July Gas - Transfer | 08/09/2024 | 0 | 187.79 | |
| | | Vendor Subtotal: | | | 187.79 | |
| 5658-45-5658-67200 | ANCHOR ELECTRIC LLC | Troubleshoot Tripping Breakers. Replace | 08/09/2024 | 0 | 563.75 | 00028280 |
| | | Vendor Subtotal: | | | 563.75 | |
| 5658-45-5658-69400 | TCM BANK NA VISA | US Composting Council - Membership P | 08/13/2024 | 0 | 24.00 | |
| | | Vendor Subtotal: | | | 24.00 | |
| | | Subtotal for FUND: 5658 | | | 32,428.35 | |
| 5660-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | 07/19/2024 | 0 | 1.20 | |
| | | Vendor Subtotal: | | | 1.20 | |
| 5660-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | 07/05/2024 | 0 | 201.00 | |
| 5660-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | 07/19/2024 | 0 | 201.00 | |
| | | Vendor Subtotal: | | | 402.00 | |
| 5660-50-5661-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 31.75 | |
| | | Vendor Subtotal: | | | 31.75 | |
| 5660-50-5661-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 40.76 | |

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| | | Vendor Subtotal: | | | 40.76 |
| 5660-50-5661-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 290.00 |
| | | Vendor Subtotal: | | | 290.00 |
| 5660-50-5661-51100 | AMAZON.COM | Sheet Protectors | 08/09/2024 | 0 | 13.99 |
| | | Vendor Subtotal: | | | 13.99 |
| 5660-50-5661-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - J Koch | 08/13/2024 | 0 | 189.40 |
| | | Vendor Subtotal: | | | 189.40 |
| 5660-50-5661-62370 | GORDON FLESCH COMPANY | Copier | 08/09/2024 | 0 | 42.58 |
| | | Vendor Subtotal: | | | 42.58 |
| 5660-50-5661-64200 | TCM BANK NA VISA | ISWEP - Registration Koch | 08/13/2024 | 0 | 113.25 |
| | | Vendor Subtotal: | | | 113.25 |
| 5660-50-5661-68300 | MUSCATINE POWER & WATER | Qtrly MAGIC | 08/09/2024 | 0 | 8,748.33 |
| | | Vendor Subtotal: | | | 8,748.33 |
| 5660-50-5661-69400 | TCM BANK NA VISA | IA Rural Water - Membership | 08/13/2024 | 0 | 75.00 |
| | | Vendor Subtotal: | | | 75.00 |
| 5660-50-5662-35230 | MUNICIPAL COLLECTIONS OF AME | Agency Collection - July | 08/13/2024 | 0 | 89.49 |
| | | Vendor Subtotal: | | | 89.49 |
| 5660-50-5662-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 60.37 |
| | | Vendor Subtotal: | | | 60.37 |

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| 5660-50-5662-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 80.25 | |
| 5660-50-5662-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 51.55 | |
| | | Vendor Subtotal: | | | 131.80 | |
| 5660-50-5662-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 725.00 | |
| 5660-50-5662-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 398.75 | |
| | | Vendor Subtotal: | | | 1,123.75 | |
| 5660-50-5662-52100 | MENARDS (MUSC) | Mulch | 08/13/2024 | 0 | 89.85 | 00028305 |
| | | Vendor Subtotal: | | | 89.85 | |
| 5660-50-5662-52300 | PHELPS CUSTOM IMAGE WEAR | Uniforms - J Polzin | 08/13/2024 | 0 | 211.44 | |
| | | Vendor Subtotal: | | | 211.44 | |
| 5660-50-5662-52740 | TCM BANK NA VISA | Oil | 08/13/2024 | 0 | 359.94 | 00027990 |
| | | Vendor Subtotal: | | | 359.94 | |
| 5660-50-5662-52750 | ARNOLD MOTOR SUPPLY | Hyd Fluid | 08/09/2024 | 0 | 85.99 | |
| | | Vendor Subtotal: | | | 85.99 | |
| 5660-50-5662-52830 | SMITH SALES & SERVICE | Shindaiwa EB262 Power Blower | 08/09/2024 | 0 | 211.90 | 00028260 |
| | | Vendor Subtotal: | | | 211.90 | |
| 5660-50-5662-52890 | MENARDS (MUSC) | Hose Nozzle/Bag | 08/09/2024 | 0 | 57.18 | |
| | | Vendor Subtotal: | | | 57.18 | |
| 5660-50-5662-53120 | MENARDS (MUSC) | Portable GFCI/Plug | 08/09/2024 | 0 | 81.57 | |
| | | Vendor Subtotal: | | | 81.57 | |

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| 5660-50-5662-53120 | TCM BANK NA VISA | Ebay - Fuses | | 08/13/2024 | 0 | 51.15 | |
| | | | Vendor Subtotal: | | | 51.15 | |
| 5660-50-5662-53210 | ARNOLD MOTOR SUPPLY | E-Clips | | 08/09/2024 | 0 | 13.49 | |
| | | | Vendor Subtotal: | | | 13.49 | |
| 5660-50-5662-53210 | GRAINGER DEPT 802675066 | Bolt/Washers | | 08/09/2024 | 0 | 68.06 | |
| | | | Vendor Subtotal: | | | 68.06 | |
| 5660-50-5662-53210 | S.J. SMITH CO. | Welding Supplies | | 08/09/2024 | 0 | 62.40 | |
| 5660-50-5662-53210 | S.J. SMITH CO. | Welding Supplies | | 08/09/2024 | 0 | 65.10 | |
| | | | Vendor Subtotal: | | | 127.50 | |
| 5660-50-5662-53210 | VAN METER INDUSTRIAL INC | Electrical Tape | | 08/09/2024 | 0 | 10.23 | |
| | | | Vendor Subtotal: | | | 10.23 | |
| 5660-50-5662-53210 | TCM BANK NA VISA | Air Filters | | 08/13/2024 | 0 | 312.32 | 00028138 |
| | | | Vendor Subtotal: | | | 312.32 | |
| 5660-50-5662-53220 | FASTENAL COMPANY | Screws | | 08/09/2024 | 0 | 9.04 | |
| | | | Vendor Subtotal: | | | 9.04 | |
| 5660-50-5662-53220 | MENARDS (MUSC) | Batteries | | 08/13/2024 | 0 | 42.25 | 00028305 |
| | | | Vendor Subtotal: | | | 42.25 | |
| 5660-50-5662-53220 | MUSCATINE LAWN & POWER | Bushing | | 08/09/2024 | 0 | 10.70 | |
| | | | Vendor Subtotal: | | | 10.70 | |

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| 5660-50-5662-53220 | VAN METER INDUSTRIAL INC | Fuse Blocks | | 08/09/2024 | 0 | 10.25 |
| | | | Vendor Subtotal: | | | 10.25 |
| 5660-50-5662-53220 | AMAZON.COM | Speaker System | | 08/09/2024 | 0 | 67.99 |
| | | | Vendor Subtotal: | | | 67.99 |
| 5660-50-5662-53220 | TCM BANK NA VISA | Chest Waders | | 08/13/2024 | 0 | 269.97 00027990 |
| | | | Vendor Subtotal: | | | 269.97 |
| 5660-50-5662-62210 | PHELPS THE UNIFORM SPECIALIST | Laundry - WRRF Rugs | | 08/09/2024 | 0 | 272.67 |
| | | | Vendor Subtotal: | | | 272.67 |
| 5660-50-5662-62250 | LAJEK PEST CONTROL SOLUTIONS | Pest Control | | 08/09/2024 | 0 | 45.00 |
| | | | Vendor Subtotal: | | | 45.00 |
| 5660-50-5662-64200 | TCM BANK NA VISA | DMACC - Registraion Cook | | 08/13/2024 | 0 | 625.00 |
| 5660-50-5662-64200 | TCM BANK NA VISA | DMACC - Registraion Ott | | 08/13/2024 | 0 | 625.00 |
| | | | Vendor Subtotal: | | | 1,250.00 |
| 5660-50-5662-65210 | CLEARFLY | July Phones | | 08/09/2024 | 0 | 194.58 |
| | | | Vendor Subtotal: | | | 194.58 |
| 5660-50-5662-65260 | VERIZON WIRELESS | July Phones | | 08/09/2024 | 0 | 177.24 |
| | | | Vendor Subtotal: | | | 177.24 |
| 5660-50-5662-65310 | ALLIANT ENERGY | July Gas- Grit Bldg | | 08/09/2024 | 0 | 751.20 |
| 5660-50-5662-65310 | ALLIANT ENERGY | July Gas- WRRF | | 08/09/2024 | 0 | 3,289.70 |
| | | | Vendor Subtotal: | | | 4,040.90 |

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| 5660-50-5662-74200 | FUME DOG | Wall Mount Fume Extractor | 08/09/2024 | 0 | 4,709.86 | 00028115 |
| | | Vendor Subtotal: | | | 4,709.86 | |
| 5660-50-5662-74400 | HON COMPANY | Maintenance Office Desk and Chair | 06/30/2024 | 0 | 3,587.92 | 00027532 |
| | | Vendor Subtotal: | | | 3,587.92 | |
| 5660-50-5663-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 18.13 | |
| | | Vendor Subtotal: | | | 18.13 | |
| 5660-50-5663-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 17.20 | |
| 5660-50-5663-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 17.22 | |
| | | Vendor Subtotal: | | | 34.42 | |
| 5660-50-5663-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 145.00 | |
| 5660-50-5663-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 290.00 | |
| 5660-50-5663-52830 | GRAINGER DEPT 802675066 | Wrenches | 08/09/2024 | 0 | 97.54 | |
| | | Vendor Subtotal: | | | 97.54 | |
| 5660-50-5663-53120 | GRAINGER DEPT 802675066 | Terminal Block/Protector | 08/09/2024 | 0 | 97.83 | |
| | | Vendor Subtotal: | | | 97.83 | |
| 5660-50-5663-53120 | TCM BANK NA VISA | Sprecher Overload | 08/13/2024 | 0 | 144.00 | 00028057 |
| 5660-50-5663-53120 | TCM BANK NA VISA | Solenoid Valves | 08/13/2024 | 0 | 71.17 | 00027970 |
| | | Vendor Subtotal: | | | 215.17 | |
| 5660-50-5663-53210 | GRAINGER DEPT 802675066 | Wire Rope/U Bolt | 08/09/2024 | 0 | 97.61 | |
| | | Vendor Subtotal: | | | 97.61 | |

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| 5660-50-5663-53210 | ALLIED SYST INC | Control Board for Maple Grove | 08/09/2024 | 0 | 277.50 | 00028066 |
| 5660-50-5663-53210 | ALLIED SYST INC | Freight | 08/09/2024 | 0 | 26.93 | |
| | | Vendor Subtotal: | | | 304.43 | |
| 5660-50-5663-53220 | GRAINGER DEPT 802675066 | Screws/Lock Nuts | 08/09/2024 | 0 | 50.01 | |
| 5660-50-5663-53220 | GRAINGER DEPT 802675066 | Lens Kit/Cover Lens | 08/09/2024 | 0 | 84.72 | |
| 5660-50-5663-53220 | GRAINGER DEPT 802675066 | Bolts | 08/09/2024 | 0 | 14.27 | |
| | | Vendor Subtotal: | | | 149.00 | |
| 5660-50-5663-53220 | TCM BANK NA VISA | Ebay - Solenoid | 08/13/2024 | 0 | 75.00 | |
| 5660-50-5663-53220 | TCM BANK NA VISA | Ebay - Solenoid Valve | 08/13/2024 | 0 | 96.62 | |
| 5660-50-5663-53220 | TCM BANK NA VISA | Ebay - Relay | 08/13/2024 | 0 | 99.00 | |
| 5660-50-5663-53220 | TCM BANK NA VISA | Ebay - Refund | 08/13/2024 | 0 | -71.17 | |
| 5660-50-5663-53220 | TCM BANK NA VISA | Solenoid Valve | 08/13/2024 | 0 | 310.00 | 00027996 |
| | | Vendor Subtotal: | | | 509.45 | |
| 5660-50-5663-62150 | ZACK STUMBO | June Lawn Care | 06/30/2024 | 0 | 833.33 | |
| 5660-50-5663-62150 | ZACK STUMBO | July Lawn Service | 08/09/2024 | 0 | 833.33 | |
| | | Vendor Subtotal: | | | 1,666.66 | |
| 5660-50-5663-65260 | VERIZON WIRELESS | July Phones | 08/09/2024 | 0 | 177.23 | |
| | | Vendor Subtotal: | | | 177.23 | |
| 5660-50-5663-65310 | ALLIANT ENERGY | July Gas- Progress | 08/09/2024 | 0 | 36.61 | |
| 5660-50-5663-65310 | ALLIANT ENERGY | July Gas- Schley | 08/09/2024 | 0 | 37.83 | |
| | | Vendor Subtotal: | | | 74.44 | |
| 5660-50-5663-65320 | MUSCATINE POWER & WATER | July Electric - Canon | 08/09/2024 | 0 | 170.97 | |
| 5660-50-5663-65320 | MUSCATINE POWER & WATER | July Electric - Spinning Wheel | 08/09/2024 | 0 | 46.98 | |
| 5660-50-5663-65320 | MUSCATINE POWER & WATER | July Electric - Houser | 08/09/2024 | 0 | 107.71 | |
| 5660-50-5663-65320 | MUSCATINE POWER & WATER | July Electric - Stewart | 08/09/2024 | 0 | 586.20 | |
| 5660-50-5663-65320 | MUSCATINE POWER & WATER | July Electric - Arbor Commons | 08/09/2024 | 0 | 30.99 | |

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| | | Vendor Subtotal: | | | 942.85 | |
| 5660-50-5663-65410 | MUSCATINE POWER & WATER | July Water - Canon | 08/09/2024 | 0 | 44.24 | |
| 5660-50-5663-65410 | MUSCATINE POWER & WATER | July Water - Houser | 08/09/2024 | 0 | 23.00 | |
| 5660-50-5663-65410 | MUSCATINE POWER & WATER | July Water - Stewart | 08/09/2024 | 0 | 41.43 | |
| 5660-50-5663-65410 | MUSCATINE POWER & WATER | July Water - Arbor Commons | 08/09/2024 | 0 | 26.54 | |
| | | Vendor Subtotal: | | | 135.21 | |
| 5660-50-5663-67130 | MARK A DIERCKS | Pushbar Assembly for Miles Wetwell | 08/09/2024 | 0 | 3,167.00 | 00028285 |
| 5660-50-5663-67130 | MARK A DIERCKS | Pushbar Assembly for Miles Wetwell | 08/09/2024 | 0 | 728.00 | |
| | | Vendor Subtotal: | | | 3,895.00 | |
| 5660-50-5663-67130 | DAVENPORT ELECTRIC CONTRAC | MWRR Drive Parameter Transfer. Dropp | 08/09/2024 | 0 | 247.50 | 00028291 |
| | | Vendor Subtotal: | | | 247.50 | |
| 5660-50-5665-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 26.76 | |
| | | Vendor Subtotal: | | | 26.76 | |
| 5660-50-5665-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 32.92 | |
| 5660-50-5665-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 23.58 | |
| | | Vendor Subtotal: | | | 56.50 | |
| 5660-50-5665-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 435.00 | |
| 5660-50-5665-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 580.00 | |
| 5660-50-5665-52210 | MIDLAND SCIENTIFIC INC | Membrane Filler/Pipette Controller | 08/09/2024 | 0 | 240.29 | |
| 5660-50-5665-52210 | MIDLAND SCIENTIFIC INC | Ammonium Persulfate/Stearic Acid | 08/09/2024 | 0 | 222.01 | |
| 5660-50-5665-52210 | MIDLAND SCIENTIFIC INC | EMD OmniTracd HCL | 08/09/2024 | 0 | 336.18 | 00028209 |
| 5660-50-5665-52210 | MIDLAND SCIENTIFIC INC | Membrane Filters | 08/09/2024 | 0 | 124.30 | 00028180 |
| | | Vendor Subtotal: | | | 922.78 | |

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| 5660-50-5665-52210 | TCM BANK NA VISA | Absolute Standard - Supplies | 08/13/2024 | 0 | 90.00 |
| 5660-50-5665-52210 | TCM BANK NA VISA | Dollar General - Ice | 08/13/2024 | 0 | 5.35 |
| | | Vendor Subtotal: | | | 95.35 |
| 5660-50-5665-52300 | PHELPS CUSTOM IMAGE WEAR | Uniform - Z Anderson | 06/30/2024 | 0 | 10.29 |
| | | Vendor Subtotal: | | | 10.29 |
| 5660-50-5665-62510 | MICROBAC LABORATORIES INC | Testing | 06/30/2024 | 0 | 3,021.00 |
| | | Vendor Subtotal: | | | 3,021.00 |
| 5660-50-5665-63500 | PHELPS THE UNIFORM SPECIALIST | Laundry - WRRF Lab Coats | 08/09/2024 | 0 | 28.40 |
| | | Vendor Subtotal: | | | 28.40 |
| 5660-50-5665-64120 | TCM BANK NA VISA | United - Airfare - P Fuller-Bloechl | 08/13/2024 | 0 | 405.95 |
| 5660-50-5665-64120 | TCM BANK NA VISA | United - Baggage- P Fuller-Bloechl | 08/13/2024 | 0 | 26.99 |
| 5660-50-5665-64120 | TCM BANK NA VISA | United - Baggage- P Fuller-Bloechl | 08/13/2024 | 0 | 26.99 |
| 5660-50-5665-64120 | TCM BANK NA VISA | Travel Guide - Flight Insurance | 08/13/2024 | 0 | 26.39 |
| | | Vendor Subtotal: | | | 486.32 |
| 5660-50-5666-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 9.39 |
| | | Vendor Subtotal: | | | 9.39 |
| 5660-50-5666-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 54.46 |
| | | Vendor Subtotal: | | | 54.46 |
| 5660-50-5666-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 435.00 |
| | | Vendor Subtotal: | | | 435.00 |
| 5660-50-5666-52300 | PHELPS CUSTOM IMAGE WEAR | Uniform - D Schlapkohl | 06/30/2024 | 0 | 248.91 |

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| | | | Vendor Subtotal: | | | 248.91 | |
| 5660-50-5666-52840 | MENARDS (MUSC) | Gloves | | 08/13/2024 | 0 | 35.94 | 00028305 |
| | | | Vendor Subtotal: | | | 35.94 | |
| 5660-50-5666-53140 | MENARDS (MUSC) | Paint | | 08/13/2024 | 0 | 60.81 | |
| | | | Vendor Subtotal: | | | 60.81 | |
| 5660-50-5666-53220 | MENARDS (MUSC) | Extension Cord | | 08/13/2024 | 0 | 81.98 | |
| | | | Vendor Subtotal: | | | 81.98 | |
| 5660-50-5666-53340 | WENDLING QUARRIES INC | 1" Roadstone for Lagoon | | 08/09/2024 | 0 | 2,029.43 | 00028125 |
| | | | Vendor Subtotal: | | | 2,029.43 | |
| 5660-50-5666-62510 | MICROBAC LABORATORIES INC | Bio Solids | | 06/30/2024 | 0 | 1,002.25 | |
| | | | Vendor Subtotal: | | | 1,002.25 | |
| 5660-50-5666-65320 | EASTERN IOWA LIGHT & POWER C | July Power - Musser | | 08/09/2024 | 0 | 156.00 | |
| | | | Vendor Subtotal: | | | 156.00 | |
| 5660-50-5666-67130 | ELECTRIC PUMP | Rebuild of Harbor Dredge Pump | | 08/09/2024 | 0 | 1,345.00 | 00028128 |
| | | | Vendor Subtotal: | | | 1,345.00 | |
| 5660-50-5668-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 6.26 | |
| | | | Vendor Subtotal: | | | 6.26 | |
| 5660-50-5668-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 33.84 | |
| | | | Vendor Subtotal: | | | 33.84 | |

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| 5660-50-5668-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | | 08/13/2024 | 0 | 290.00 | |
| 5660-50-5668-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | | 08/13/2024 | 0 | 84.10 | |
| | | | Vendor Subtotal: | | | 374.10 | |
| 5660-50-5668-52750 | BLUE FLAME PROPANE LLC | Propane | | 08/09/2024 | 0 | 237.00 | 00028198 |
| | | | Vendor Subtotal: | | | 237.00 | |
| 5660-50-5668-52830 | MENARDS (MUSC) | Tools | | 08/13/2024 | 0 | 51.96 | 00028307 |
| 5660-50-5668-52830 | MENARDS (MUSC) | Cultivator | | 08/09/2024 | 0 | 26.98 | |
| | | | Vendor Subtotal: | | | 78.94 | |
| 5660-50-5668-53220 | MENARDS (MUSC) | De-Greaser | | 08/13/2024 | 0 | 79.95 | 00028307 |
| 5660-50-5668-53220 | MENARDS (MUSC) | Water Gloves | | 08/09/2024 | 0 | 38.90 | |
| | | | Vendor Subtotal: | | | 118.85 | |
| | | | Subtotal for FUND: 5660 | | | 48,210.69 | |
| 5664-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | | 07/19/2024 | 0 | 0.15 | |
| | | | Vendor Subtotal: | | | 0.15 | |
| 5664-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | | 07/19/2024 | 0 | 3.30 | |
| 5664-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | | 07/05/2024 | 0 | 3.29 | |
| | | | Vendor Subtotal: | | | 6.59 | |
| 5664-40-5664-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | | 08/13/2024 | 0 | 32.85 | |
| | | | Vendor Subtotal: | | | 32.85 | |
| 5664-40-5664-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | | 08/13/2024 | 0 | 72.01 | |
| 5664-40-5664-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | | 08/13/2024 | 0 | 25.18 | |

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| | | Vendor Subtotal: | | | 97.19 |
| 5664-40-5664-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 265.83 |
| 5664-40-5664-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 609.00 |
| | | Vendor Subtotal: | | | 874.83 |
| 5664-40-5664-52830 | TCM BANK NA VISA | Harbor Freight - Portable Air Tank | 08/13/2024 | 0 | 59.99 |
| | | Vendor Subtotal: | | | 59.99 |
| 5664-40-5664-65275 | VERIZON WIRELESS | July Phones | 08/09/2024 | 0 | 40.01 |
| | | Vendor Subtotal: | | | 40.01 |
| 5664-40-5664-65275 | VERIZON | July GPS | 08/09/2024 | 0 | 10.95 |
| | | Vendor Subtotal: | | | 10.95 |
| 5664-40-5664-67150 | TCM BANK NA VISA | Harbor Freight - Intake Hose | 08/13/2024 | 0 | 99.99 |
| | | Vendor Subtotal: | | | 99.99 |
| 5664-40-5664-68200 | MUSCATINE POWER & WATER | Qtrly MAGIC | 08/09/2024 | 0 | 8,748.33 |
| | | Vendor Subtotal: | | | 8,748.33 |
| 5664-50-5667-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 7.67 |
| | | Vendor Subtotal: | | | 7.67 |
| 5664-50-5667-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 10.55 |
| | | Vendor Subtotal: | | | 10.55 |
| | | Subtotal for FUND: 5664 | | | 9,989.10 |

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| 5711-10-5711-52710 | CARVER AERO INC | Fuel for Mower | 08/09/2024 | 0 | 38.46 |
| 5711-10-5711-52710 | CARVER AERO INC | Fuel for Mower | 08/13/2024 | 0 | 70.03 |
| | | Vendor Subtotal: | | | 108.49 |
| 5711-10-5711-65310 | ALLIANT ENERGY | July Gas - Airport | 08/09/2024 | 0 | 33.53 |
| | | Vendor Subtotal: | | | 33.53 |
| | | Subtotal for FUND: 5711 | | | 142.02 |
| 5811-00-0000-11550 | MUNICIPAL COLLECTIONS OF AME | Agency Collection - July | 08/13/2024 | 0 | 136.09 |
| | | Vendor Subtotal: | | | 136.09 |
| 5811-00-0000-23550 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Life Insurance | 07/19/2024 | 0 | 0.40 |
| | | Vendor Subtotal: | | | 0.40 |
| 5811-20-5811-35160 | JANE INGERGSOLL | Refund Overpayment Ambulance DOS 1( | 08/13/2024 | 0 | 50.00 |
| | | Vendor Subtotal: | | | 50.00 |
| 5811-20-5811-35160 | ESTATE OF WILLIAM KEARNEY | Refund W Kearney DOS 1/11/23 CK#58( | 08/13/2024 | 0 | 100.00 |
| | | Vendor Subtotal: | | | 100.00 |
| 5811-20-5811-35160 | AMERIGROUP | Refund C Matthews DOS 11/23/19 Claim | 08/13/2024 | 0 | 1,236.80 |
| 5811-20-5811-35160 | AMERIGROUP | Refund E Staats DOS 7/28/19 Claim # 17 | 08/13/2024 | 0 | 328.10 |
| 5811-20-5811-35160 | AMERIGROUP | Refund T Elliott DOS 5/26/22 Claim # 23 | 08/13/2024 | 0 | 5.24 |
| | | Vendor Subtotal: | | | 1,570.14 |
| 5811-20-5811-35160 | AETNA SENIOR SUPPLEMENTAL IN | Refund D Froelich DOS 2/18/24 CK # 13 | 08/13/2024 | 0 | 103.66 |
| 5811-20-5811-35160 | AETNA SENIOR SUPPLEMENTAL IN | Refund D Froelich DOS 2/18/24 CK # 13 | 08/13/2024 | 0 | 186.91 |
| | | Vendor Subtotal: | | | 290.57 |

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| 5811-20-5811-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 18.66 | |
| | | Vendor Subtotal: | | | 18.66 | |
| 5811-20-5811-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 24.64 | |
| | | Vendor Subtotal: | | | 24.64 | |
| 5811-20-5811-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| | | Vendor Subtotal: | | | 145.00 | |
| 5811-20-5811-52300 | TCM BANK NA VISA | Phelps - Uniforms Wilson | 08/13/2024 | 0 | 59.71 | |
| | | Vendor Subtotal: | | | 59.71 | |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | Triage System Resupply Smart Triage Ta | 08/13/2024 | 0 | 98.95 | |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #2811-05524 Curaplex Paramedic Shears | 08/13/2024 | 0 | 6.20 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #36095 Curaplex Suction Catheter Orang | 08/13/2024 | 0 | 15.00 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #028295 Rusch Safety Clear Cuffed Endc | 08/13/2024 | 0 | 44.90 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #73215 Smart Tag Triage Tag | 08/13/2024 | 0 | 296.85 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #36092 Curaplex Suction Catheter Black | 08/13/2024 | 0 | 15.00 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #36090 Curaplex Suction Catheter Teal 6 | 08/13/2024 | 0 | 15.00 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #36094 Curaplex Suction Catheter Green | 08/13/2024 | 0 | 15.00 | 00028273 |
| 5811-20-5811-52840 | BOUND TREE MEDICAL LLC | #028295 Rusch Safety Clear Cuffed Endc | 08/13/2024 | 0 | 1.00 | |
| | | Vendor Subtotal: | | | 507.90 | |
| 5811-20-5811-52840 | S.J. SMITH CO. | Credit On Account | 06/30/2024 | 0 | -7.51 | |
| | | Vendor Subtotal: | | | -7.51 | |
| 5811-20-5811-52840 | UNITYPOINT HEALTH | April Ambulance Medication | 06/30/2024 | 0 | 293.27 | |
| 5811-20-5811-52840 | UNITYPOINT HEALTH | June Ambulance Medication | 06/30/2024 | 0 | 798.94 | |
| | | Vendor Subtotal: | | | 1,092.21 | |
| 5811-20-5811-52840 | MASIMO | NOMOLINE-O LH ADT N/O CO2 CAN | 08/13/2024 | 0 | 200.00 | 00028042 |
| 5811-20-5811-52840 | MASIMO | Shipping | 08/13/2024 | 0 | 9.00 | |

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|---|---|---|---|---|---|---|
| | | Vendor Subtotal: | | | 209.00 | |
| 5811-20-5811-53220 | ARNOLD MOTOR SUPPLY | Rear Tail Light for Ambulance #356 | 08/13/2024 | 0 | 246.00 | 00028186 |
| 5811-20-5811-53220 | ARNOLD MOTOR SUPPLY | Rear Tail Light for Ambulance #356 | 08/13/2024 | 0 | 20.00 | |
| | | Vendor Subtotal: | | | 266.00 | |
| 5811-20-5811-53220 | TCM BANK NA VISA | Ed Morse - Part | 08/13/2024 | 0 | 48.00 | |
| | | Vendor Subtotal: | | | 48.00 | |
| 5811-20-5811-53220 | KARL EMERGENCY VEHICLES | Tracers - Running Board Lights - 333 | 06/30/2024 | 0 | 1,682.57 | 00027411 |
| 5811-20-5811-53220 | KARL EMERGENCY VEHICLES | Tracers - Running Board Lights - 333 | 06/30/2024 | 0 | 95.31 | |
| 5811-20-5811-53220 | KARL EMERGENCY VEHICLES | Return | 06/30/2024 | 0 | -95.31 | |
| | | Vendor Subtotal: | | | 1,682.57 | |
| 5811-20-5811-61140 | PCC INC | May Ambulance Billing | 06/30/2024 | 0 | 12,866.00 | |
| 5811-20-5811-61140 | PCC INC | June Ambulance Billing | 06/30/2024 | 0 | 26,000.96 | |
| | | Vendor Subtotal: | | | 38,866.96 | |
| 5811-20-5811-61340 | TCM BANK NA VISA | Quicken - Software for Billing Auto Rene | 08/13/2024 | 0 | 141.11 | |
| | | Vendor Subtotal: | | | 141.11 | |
| 5811-20-5811-62220 | STERICYCLE INC | Medical Waste Hauling | 08/13/2024 | 0 | 235.36 | |
| | | Vendor Subtotal: | | | 235.36 | |
| 5811-20-5811-62290 | STERICYCLE INC | Shredding | 08/13/2024 | 0 | 37.56 | |
| | | Vendor Subtotal: | | | 37.56 | |
| 5811-20-5811-64120 | TCM BANK NA VISA | Boonies - Lunch w/NRP Instructor | 08/13/2024 | 0 | 36.50 | |
| | | Vendor Subtotal: | | | 36.50 | |

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| 5811-20-5811-64200 | TCM BANK NA VISA | Iowa EMS Assoc - IEMSA Billing Regist | 08/13/2024 | 0 | 275.00 | |
| 5811-20-5811-64200 | TCM BANK NA VISA | Iowa EMS Assoc - Registration Ronzhein | 08/13/2024 | 0 | 275.00 | |
| | | Vendor Subtotal: | | | 550.00 | |
| 5811-20-5811-64400 | TCM BANK NA VISA | Longhorns Steakhouse - Transfer Meal R | 08/13/2024 | 0 | 24.55 | |
| 5811-20-5811-64400 | TCM BANK NA VISA | Longhorns Steakhouse - Transfer Meal D | 08/13/2024 | 0 | 24.01 | |
| | | Vendor Subtotal: | | | 48.56 | |
| 5811-20-5811-64600 | TCM BANK NA VISA | UI Paramedic Program Seat Fee Fall 202 | 08/13/2024 | 0 | 500.00 | 00028188 |
| | | Vendor Subtotal: | | | 500.00 | |
| 5811-20-5811-64700 | LINDA FREDERIKSEN | NRP On-Site Training | 08/13/2024 | 0 | 175.00 | |
| | | Vendor Subtotal: | | | 175.00 | |
| 5811-20-5811-65260 | T-MOBILE | July Internet | 08/13/2024 | 0 | 207.26 | |
| | | Vendor Subtotal: | | | 207.26 | |
| 5811-20-5811-67130 | COURTESY FORD | Diagnose/Repair A/C System on Ambula | 08/13/2024 | 0 | 644.89 | 00028278 |
| 5811-20-5811-67130 | COURTESY FORD | Service Repair A/C Vent/Defrost Issues, | 08/13/2024 | 0 | 812.37 | 00028292 |
| | | Vendor Subtotal: | | | 1,457.26 | |
| 5811-20-5811-67310 | ADVANCED BUSINESS SYSTEMS IN | Copier | 08/13/2024 | 0 | 37.66 | |
| | | Vendor Subtotal: | | | 37.66 | |
| 5811-20-5811-67320 | TCM BANK NA VISA | Station Automation - Monthly Renewal | 08/13/2024 | 0 | 322.62 | |
| | | Vendor Subtotal: | | | 322.62 | |
| 5811-20-5811-69400 | TCM BANK NA VISA | National Registry EMT - Paramedic Appl | 08/13/2024 | 0 | 175.00 | |

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| | | Vendor Subtotal: | | | 175.00 | |
| 5811-20-5811-74250 | AMAZON.COM | Microsoft Surface Pro Tablet Computers : | 08/13/2024 | 0 | 5,823.96 | 00028275 |
| | | Vendor Subtotal: | | | 5,823.96 | |
| | | Subtotal for FUND: 5811 | | | 54,808.19 | |
| 7625-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00003.07.2024 Optional Life | 07/19/2024 | 0 | 47.00 | |
| 7625-00-0000-23630 | RELIANCE STANDARD LIFE INS CO | PR Batch 00001.07.2024 Optional Life | 07/05/2024 | 0 | 47.00 | |
| | | Vendor Subtotal: | | | 94.00 | |
| 7625-40-7625-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 25.02 | |
| | | Vendor Subtotal: | | | 25.02 | |
| 7625-40-7625-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 53.16 | |
| 7625-40-7625-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 17.97 | |
| | | Vendor Subtotal: | | | 71.13 | |
| 7625-40-7625-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 145.00 | |
| 7625-40-7625-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 435.00 | |
| | | Vendor Subtotal: | | | 580.00 | |
| 7625-40-7625-52300 | RANDY MOELLER | Reimb Shoes - R Moeller | 08/13/2024 | 0 | 87.44 | |
| | | Vendor Subtotal: | | | 87.44 | |
| 7625-40-7625-52300 | PHELPS CUSTOM IMAGE WEAR | Uniform - E Hutmacher | 06/30/2024 | 0 | 92.78 | |
| | | Vendor Subtotal: | | | 92.78 | |
| 7625-40-7625-52400 | ARNOLD MOTOR SUPPLY | Gloves | 08/09/2024 | 0 | 20.69 | |

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| | | Vendor Subtotal: | | | 20.69 | |
| 7625-40-7625-52400 | AMAZON.COM | Cages for Trapping Doves | 08/09/2024 | 0 | 67.00 | |
| | | Vendor Subtotal: | | | 67.00 | |
| 7625-40-7625-52720 | HARMS OIL COMPANY | Diesel for Tank #1 | 08/09/2024 | 0 | 12,061.80 | |
| 7625-40-7625-52720 | HARMS OIL COMPANY | Gas for Tank #2 | 08/09/2024 | 0 | 21,730.41 | 00028142 |
| | | Vendor Subtotal: | | | 33,792.21 | |
| 7625-40-7625-52730 | HARMS OIL COMPANY | Diesel for Tank 1 | 08/09/2024 | 0 | 12,176.97 | 00028127 |
| 7625-40-7625-52730 | HARMS OIL COMPANY | Return | 08/09/2024 | 0 | -12,061.80 | |
| | | Vendor Subtotal: | | | 115.17 | |
| 7625-40-7625-53210 | ARNOLD MOTOR SUPPLY | Grind Disc | 08/09/2024 | 0 | 49.25 | |
| 7625-40-7625-53210 | ARNOLD MOTOR SUPPLY | Tune Up | 08/09/2024 | 0 | 95.88 | |
| 7625-40-7625-53210 | ARNOLD MOTOR SUPPLY | Bulbs/Connector | 08/13/2024 | 0 | 86.69 | |
| 7625-40-7625-53210 | ARNOLD MOTOR SUPPLY | Lights for Stock | 08/09/2024 | 0 | 41.92 | |
| | | Vendor Subtotal: | | | 273.74 | |
| 7625-40-7625-53210 | NAPA OF MUSCATINE | Silicone | 08/09/2024 | 0 | 21.04 | |
| | | Vendor Subtotal: | | | 21.04 | |
| 7625-40-7625-53210 | CARQUEST OF MUSCATINE | Filters/Wipers for Stock | 08/09/2024 | 0 | 114.13 | 00028279 |
| 7625-40-7625-53210 | CARQUEST OF MUSCATINE | Brake Cleaner | 08/09/2024 | 0 | 99.96 | |
| 7625-40-7625-53210 | CARQUEST OF MUSCATINE | Filters | 08/09/2024 | 0 | 72.27 | |
| | | Vendor Subtotal: | | | 286.36 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Tail Light Assembly | 08/09/2024 | 0 | 28.99 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Filters | 08/09/2024 | 0 | 45.80 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Steering Column | 08/13/2024 | 0 | 15.33 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Brake Parts for Truck 255 | 08/13/2024 | 0 | 226.14 | 00028310 |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | ABS Sensor | 08/09/2024 | 0 | 35.28 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Core Return | 08/13/2024 | 0 | -120.00 | |

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| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Threadlocker | 08/09/2024 | 0 | 29.99 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | ABS Sensor | 08/13/2024 | 0 | 35.28 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Elbow | 08/09/2024 | 0 | 7.56 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Front Brakes for 258 | 08/09/2024 | 0 | 666.24 | 00028202 |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Filters | 08/09/2024 | 0 | 54.65 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Check Valve/Hose Connectors | 08/09/2024 | 0 | 11.86 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Oil | 08/09/2024 | 0 | 9.98 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Check Valve | 08/09/2024 | 0 | 5.50 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Filter | 08/09/2024 | 0 | 29.00 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Spark Plug | 08/09/2024 | 0 | 5.66 | |
| 7625-40-7625-53220 | ARNOLD MOTOR SUPPLY | Switch for 942 | 08/09/2024 | 0 | 171.28 | 00028225 |
| | | Vendor Subtotal: | | | 1,258.54 | |
| 7625-40-7625-53220 | AUTOZONE | Rotor/Pads for Stock | 08/09/2024 | 0 | 179.99 | 00028190 |
| | | Vendor Subtotal: | | | 179.99 | |
| 7625-40-7625-53220 | MACQUEEN EQUIPMENT INC | Chains for 70 | 08/09/2024 | 0 | 149.76 | 00028263 |
| 7625-40-7625-53220 | MACQUEEN EQUIPMENT INC | Shipping | 08/09/2024 | 0 | 11.21 | |
| | | Vendor Subtotal: | | | 160.97 | |
| 7625-40-7625-53220 | MARTIN EQUIPMENT OF IA-IL INC | Switch for 602 | 08/09/2024 | 0 | 555.11 | 00028161 |
| 7625-40-7625-53220 | MARTIN EQUIPMENT OF IA-IL INC | Freight | 08/09/2024 | 0 | 42.50 | |
| 7625-40-7625-53220 | MARTIN EQUIPMENT OF IA-IL INC | Lubrication Fitting | 08/09/2024 | 0 | 6.52 | |
| 7625-40-7625-53220 | MARTIN EQUIPMENT OF IA-IL INC | AC Switch for 602 | 08/09/2024 | 0 | 950.40 | 00028206 |
| 7625-40-7625-53220 | MARTIN EQUIPMENT OF IA-IL INC | AC Switch for 602 | 08/09/2024 | 0 | 42.53 | |
| 7625-40-7625-53220 | MARTIN EQUIPMENT OF IA-IL INC | Return | 08/09/2024 | 0 | -597.61 | |
| | | Vendor Subtotal: | | | 999.45 | |
| 7625-40-7625-53220 | MENARDS (MUSC) | Coupling | 08/13/2024 | 0 | 5.16 | |
| | | Vendor Subtotal: | | | 5.16 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Winshield Washer Nozzle | 08/09/2024 | 0 | 16.04 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Filter | 08/09/2024 | 0 | 7.05 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Filters | 08/09/2024 | 0 | 25.80 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Lubricant | 08/09/2024 | 0 | 21.04 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Filters | 08/09/2024 | 0 | 31.47 | |

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| 7625-40-7625-53220 | NAPA OF MUSCATINE | Sloan | 08/09/2024 | 0 | 1.58 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Filters | 08/09/2024 | 0 | 91.55 | |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Starter for 910 | 08/09/2024 | 0 | 159.24 | 00028301 |
| 7625-40-7625-53220 | NAPA OF MUSCATINE | Silicone | 08/13/2024 | 0 | 20.26 | |
| | | Vendor Subtotal: | | | 374.03 | |
| 7625-40-7625-53220 | GTG PETERBILT - DAVENPORT | Wheel Speed Sensor | 08/13/2024 | 0 | 95.60 | |
| | | Vendor Subtotal: | | | 95.60 | |
| 7625-40-7625-53220 | REEVES BATTERY SALES | Battery for 70 | 08/09/2024 | 0 | 135.00 | 00028257 |
| | | Vendor Subtotal: | | | 135.00 | |
| 7625-40-7625-53220 | TRUCKS UNLIMITED INC | Nylon Air Brake Tubing | 08/09/2024 | 0 | 20.76 | |
| | | Vendor Subtotal: | | | 20.76 | |
| 7625-40-7625-53220 | SINCLAIR | Glass for 40 | 08/09/2024 | 0 | 106.67 | 00028141 |
| 7625-40-7625-53220 | SINCLAIR | Hyd Filter for 602 | 08/09/2024 | 0 | 172.81 | 00028191 |
| 7625-40-7625-53220 | SINCLAIR | Fuel Filters for 70 | 08/09/2024 | 0 | 107.87 | 00028213 |
| | | Vendor Subtotal: | | | 387.35 | |
| 7625-40-7625-53220 | DIAMOND MOWERS, INC | Parts for32A | 06/30/2024 | 0 | 761.82 | 00027682 |
| 7625-40-7625-53220 | DIAMOND MOWERS, INC | Shipping | 06/30/2024 | 0 | 96.59 | |
| 7625-40-7625-53220 | DIAMOND MOWERS, INC | Return | 06/30/2024 | 0 | -411.86 | |
| | | Vendor Subtotal: | | | 446.55 | |
| 7625-40-7625-53220 | CARQUEST OF MUSCATINE | Battery | 08/09/2024 | 0 | 197.98 | |
| | | Vendor Subtotal: | | | 197.98 | |
| 7625-40-7625-53220 | EMAG MUSCATINE FD LLC | Dust Cap | 08/09/2024 | 0 | 15.76 | |
| 7625-40-7625-53220 | EMAG MUSCATINE FD LLC | Vac Lines | 08/09/2024 | 0 | 32.80 | |
| 7625-40-7625-53220 | EMAG MUSCATINE FD LLC | Seat Belt Sensor for 254 | 08/13/2024 | 0 | 129.66 | 00028286 |

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| | | | Vendor Subtotal: | | | 178.22 |
| 7625-40-7625-53220 | GREEN CHEVROLET | Diff Oil for 753 | | 08/09/2024 | 0 | 319.63 00028264 |
| | | | Vendor Subtotal: | | | 319.63 |
| 7625-40-7625-65275 | VERIZON | July GPS | | 08/09/2024 | 0 | 17.45 |
| | | | Vendor Subtotal: | | | 17.45 |
| 7625-40-7625-67130 | ALTORFER INC | Oil Change for 418 | | 08/13/2024 | 0 | 1,090.18 00028317 |
| 7625-40-7625-67130 | ALTORFER INC | AC Repairs for 418 | | 08/13/2024 | 0 | 696.00 00028319 |
| | | | Vendor Subtotal: | | | 1,786.18 |
| 7625-40-7625-67130 | DOUGLAS C REIST | Tow #910 to Shop | | 08/09/2024 | 0 | 75.00 |
| | | | Vendor Subtotal: | | | 75.00 |
| 7625-40-7625-67130 | TRUCK AND AUTO REPAIR | Inspections June | | 06/30/2024 | 0 | 281.00 |
| | | | Vendor Subtotal: | | | 281.00 |
| 7625-40-7625-67130 | TRUCKS UNLIMITED INC | Repairs to DEF System on 436 | | 08/09/2024 | 0 | 523.78 00028233 |
| | | | Vendor Subtotal: | | | 523.78 |
| 7625-40-7625-67130 | GARAGE 5SIX3 | Alignment #800 | | 08/09/2024 | 0 | 97.20 |
| | | | Vendor Subtotal: | | | 97.20 |
| 7625-40-7625-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repair #429 | | 08/09/2024 | 0 | 28.50 |
| 7625-40-7625-67140 | A-1 QUALITY TIRE & CAR CARE | Repairs for 129,255,260 | | 08/09/2024 | 0 | 149.90 00028197 |
| 7625-40-7625-67140 | A-1 QUALITY TIRE & CAR CARE | Repairs for RC13,14 | | 08/09/2024 | 0 | 219.35 00028208 |
| 7625-40-7625-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repairs for 404 | | 08/09/2024 | 0 | 117.50 00028259 |
| 7625-40-7625-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repair | | 08/09/2024 | 0 | 42.00 |
| 7625-40-7625-67140 | A-1 QUALITY TIRE & CAR CARE | Tire Repair #759 | | 08/13/2024 | 0 | 28.50 |

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| | | Vendor Subtotal: | | | 585.75 | |
| 7625-40-7625-67140 | EASTERN IOWA TIRE INC | Tires for Stock | 08/09/2024 | 0 | 235.95 | |
| | | Vendor Subtotal: | | | 235.95 | |
| 7625-40-7625-74200 | SNAP-ON INDUSTRAIL | New Scan Tool and 3 Year Plan for Shop | 08/09/2024 | 0 | 13,568.82 | 00028108 |
| | | Vendor Subtotal: | | | 13,568.82 | |
| | | Subtotal for FUND: 7625 | | | 57,456.94 | |
| 7921-00-7921-46400 | IMWCA | Work Comp Install #2 | 08/13/2024 | 0 | 9,284.00 | |
| | | Vendor Subtotal: | | | 9,284.00 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Meal Overages - Fiedler | 08/13/2024 | 0 | 39.09 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Menards - Storywalk Program Tax Charg | 08/13/2024 | 0 | 1.82 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Apple - I Cloud Storage Fee Tax Charged | 08/13/2024 | 0 | 0.21 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Menards - Floor Stripper Tax Charged | 08/13/2024 | 0 | 0.70 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Tungstenautomat - Software Tax Charged | 08/13/2024 | 0 | 12.53 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Nero - Software Tax Charged | 08/13/2024 | 0 | 2.94 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | CBI Roxio - Software Tax Charged | 08/13/2024 | 0 | 2.10 | |
| 7921-00-7921-69900 | TCM BANK NA VISA | Menards - Floor Stripper Tax Charged | 08/13/2024 | 0 | 3.70 | |
| | | Vendor Subtotal: | | | 63.09 | |
| 7921-00-7921-69900 | DAVENPORT PUBLIC LIBRARY | Reimb - Peter Cottontail's Happy Easter | 08/09/2024 | 0 | 10.00 | |
| | | Vendor Subtotal: | | | 10.00 | |
| | | Subtotal for FUND: 7921 | | | 9,357.09 | |
| 7940-00-7940-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 24.27 | |
| 7940-00-7940-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 21.78 | |
| 7940-00-7940-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 16.87 | |
| 7940-00-7940-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 6.69 | |

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| | | Vendor Subtotal: | | | 69.61 |
| 7940-00-7940-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 19.39 |
| 7940-00-7940-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 32.63 |
| 7940-00-7940-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 29.83 |
| 7940-00-7940-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 11.50 |
| 7940-00-7940-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 8.37 |
| 7940-00-7940-46600 | RELIANCE STANDARD LIFE INS CO | BW LTD Aug | 08/13/2024 | 0 | 8.37 |
| | | Vendor Subtotal: | | | 110.09 |
| 7940-00-7940-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 304.50 |
| 7940-00-7940-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 413.25 |
| 7940-00-7940-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 217.50 |
| 7940-00-7940-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 195.75 |
| 7940-00-7940-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 217.50 |
| 7940-00-7940-46700 | MISSION SQUARE | FY 25 RHS Payment Blue/White | 08/13/2024 | 0 | 217.50 |
| | | Vendor Subtotal: | | | 1,566.00 |
| 7940-00-7940-65275 | VERIZON | July GPS | 08/09/2024 | 0 | 34.90 |
| | | Vendor Subtotal: | | | 34.90 |
| | | Subtotal for FUND: 7940 | | | 1,780.60 |
| 8144-10-8144-61610 | MARTIN GARDNER ARCHITECTUR | Downtown Facade Revitalization | 08/13/2024 | 0 | 2,630.00 |
| | | Vendor Subtotal: | | | 2,630.00 |
| 8144-10-8144-73700 | CORNERSTONE COMMERCIAL CON | DTR Pay App #3 | 08/13/2024 | 0 | 79,707.26 |
| | | Vendor Subtotal: | | | 79,707.26 |
| | | Subtotal for FUND: 8144 | | | 82,337.26 |
| 8147-10-8147-61660 | BI-STATE REGIONAL COMMISSION | Requisition for Funds CDBG-CNRG 4/1/ | 06/30/2024 | 0 | 6,432.81 |
| 8147-10-8147-61660 | BI-STATE REGIONAL COMMISSION | Requisition for Funds CDBG-DTR 4/1/24 | 06/30/2024 | 0 | 3,132.76 |

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| | | Vendor Subtotal: | | | 9,565.57 | |
| | | Subtotal for FUND: 8147 | | | 9,565.57 | |
| 8148-10-8148-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 10.12 | |
| | | Vendor Subtotal: | | | 10.12 | |
| 8148-10-8148-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 15.38 | |
| | | Vendor Subtotal: | | | 15.38 | |
| 8148-10-8148-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 166.75 | |
| | | Vendor Subtotal: | | | 166.75 | |
| 8148-10-8148-62370 | SYCAMORE PRINTING INC | Lead Flyers - 125 Flyers | 08/09/2024 | 0 | 70.50 | 00028224 |
| | | Vendor Subtotal: | | | 70.50 | |
| 8148-10-8148-65260 | VERIZON WIRELESS | July Phones | 08/09/2024 | 0 | 80.02 | |
| | | Vendor Subtotal: | | | 80.02 | |
| | | Subtotal for FUND: 8148 | | | 342.77 | |
| 8180-90-8180-46200 | RELIANCE STANDARD LIFE INS CO | Life Ins Aug | 08/13/2024 | 0 | 3.44 | |
| | | Vendor Subtotal: | | | 3.44 | |
| 8180-90-8180-46600 | RELIANCE STANDARD LIFE INS CO | LTD Aug 24 | 08/13/2024 | 0 | 5.89 | |
| | | Vendor Subtotal: | | | 5.89 | |
| 8180-90-8180-46700 | MISSION SQUARE | FY 25 RHS Payment Non-Union | 08/13/2024 | 0 | 72.50 | |

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| | | Vendor Subtotal: | | | 72.50 | |
| 8180-90-8180-62370 | SYCAMORE PRINTING INC | DPA Flyers - 125 Flyers | 08/09/2024 | 0 | 70.50 | 00028224 |
| 8180-90-8180-62370 | SYCAMORE PRINTING INC | 250 flyers - Homebuyer Education Class | 08/09/2024 | 0 | 93.00 | 00028224 |
| | | Vendor Subtotal: | | | 163.50 | |
| | | Subtotal for FUND: 8180 | | | 245.33 | |
| 8370-00-8370-61660 | RDG Planning & Design | Comprehensive Plan | 06/30/2024 | 0 | 1,700.00 | |
| | | Vendor Subtotal: | | | 1,700.00 | |
| 8370-00-8370-74260 | EON APPLICATIONS, INC | Acquire Subscription | 08/13/2024 | 0 | 7,920.00 | |
| | | Vendor Subtotal: | | | 7,920.00 | |
| | | Subtotal for FUND: 8370 | | | 9,620.00 | |
| 8450-05-8450-74250 | AMAZON.COM | BX1500M APC 1500VA UPS | 08/09/2024 | 0 | 184.99 | 00028200 |
| | | Vendor Subtotal: | | | 184.99 | |
| | | Subtotal for FUND: 8450 | | | 184.99 | |
| 9002-90-9020-41100 | CITY OF MUSCATINE HOUSING RE | Admin Full-Time Wages 7/31/24 | 07/31/2024 | 0 | 3,461.01 | |
| 9002-90-9020-41100 | CITY OF MUSCATINE HOUSING RE | Admin Part-Time Wages 7/31/24 | 07/31/2024 | 0 | 111.96 | |
| 9002-90-9020-41100 | CITY OF MUSCATINE HOUSING RE | Admin Longevity 7/31/24 | 07/31/2024 | 0 | 4.23 | |
| | | Vendor Subtotal: | | | 3,577.20 | |
| 9002-90-9020-41400 | TCM BANK NA VISA | National NAHRO Training - Public Hous | 08/13/2024 | 0 | 1,201.00 | 00027904 |
| | | Vendor Subtotal: | | | 1,201.00 | |
| 9002-90-9020-41500 | CITY OF MUSCATINE | Auto Allowance | 08/13/2024 | 0 | 37.50 | |

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| | | Vendor Subtotal: | | | 37.50 |
| 9002-90-9020-41904 | CITY OF MUSCATINE HOUSING RE' | MPW - July Phones | 08/09/2024 | 0 | 13.74 |
| | | Vendor Subtotal: | | | 13.74 |
| 9002-90-9020-41905 | CITY OF MUSCATINE HOUSING RE' | May Postage | 06/30/2024 | 0 | 63.00 |
| 9002-90-9020-41905 | CITY OF MUSCATINE HOUSING RE' | July Postage | 08/13/2024 | 0 | 9.17 |
| | | Vendor Subtotal: | | | 72.17 |
| 9002-90-9020-41910 | TEMP ASSOCIATES | Temp Employee Week Ending 7/21/24 | 08/09/2024 | 0 | 1,756.95 |
| | | Vendor Subtotal: | | | 1,756.95 |
| 9002-90-9020-41910 | CROSSROADS INC. | Shredding | 08/09/2024 | 0 | 11.00 |
| | | Vendor Subtotal: | | | 11.00 |
| 9002-90-9020-41910 | TENANT REPORTS.COM LLC | Background Checks | 08/13/2024 | 0 | 7.00 |
| | | Vendor Subtotal: | | | 7.00 |
| 9002-90-9020-41910 | STEPHANIE STEWART | Landscape Hours July | 08/13/2024 | 0 | 200.00 |
| | | Vendor Subtotal: | | | 200.00 |
| 9002-90-9020-41914 | CITY OF MUSCATINE HOUSING RE' | MPW - June/July Machlink | 06/30/2024 | 0 | 23.56 |
| | | Vendor Subtotal: | | | 23.56 |
| 9002-90-9020-44100 | CITY OF MUSCATINE HOUSING RE' | Maint Full-Time Wages 7/31/24 | 07/31/2024 | 0 | 3,170.31 |
| 9002-90-9020-44100 | CITY OF MUSCATINE HOUSING RE' | Maint Part-Time Wages 7/31/24 | 07/31/2024 | 0 | 1,197.00 |
| 9002-90-9020-44100 | CITY OF MUSCATINE HOUSING RE' | Maint Longevity 7/31/24 | 07/31/2024 | 0 | 11.05 |
| | | Vendor Subtotal: | | | 4,378.36 |

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| 9002-90-9020-44201 | MENARDS (MUSC) | Towel Bar/Shine Floor Finish | | 08/09/2024 | 0 | 79.90 | |
| 9002-90-9020-44201 | MENARDS (MUSC) | Bounty | | 08/13/2024 | 0 | 88.72 | |
| | | | Vendor Subtotal: | | | 168.62 | |
| 9002-90-9020-44201 | AMAZON.COM | Floor Cleaner | | 08/09/2024 | 0 | 73.44 | |
| | | | Vendor Subtotal: | | | 73.44 | |
| 9002-90-9020-44202 | CITY OF MUSCATINE HOUSING RE | July Fuel | | 08/13/2024 | 0 | 161.05 | |
| | | | Vendor Subtotal: | | | 161.05 | |
| 9002-90-9020-44204 | MENARDS (MUSC) | Strainer/Plumbers Putty/Tail Piece/Joint N | | 08/09/2024 | 0 | 63.65 | |
| | | | Vendor Subtotal: | | | 63.65 | |
| 9002-90-9020-44204 | AMAZON.COM | Wall Plate | | 08/13/2024 | 0 | 7.73 | |
| | | | Vendor Subtotal: | | | 7.73 | |
| 9002-90-9020-44206 | HD SUPPLY FACILITIES MAINT | Chrome Handle/Washer | | 08/09/2024 | 0 | 37.52 | |
| 9002-90-9020-44206 | HD SUPPLY FACILITIES MAINT | CH Toilet Seat Stock: Bemis® Closed El | | 08/13/2024 | 0 | 217.80 | 00028053 |
| 9002-90-9020-44206 | HD SUPPLY FACILITIES MAINT | CH Toilet Seat Stock: Bemis® Easy Clea | | 08/13/2024 | 0 | 140.00 | 00028053 |
| | | | Vendor Subtotal: | | | 395.32 | |
| 9002-90-9020-44206 | MENARDS (MUSC) | Repair Kit | | 08/13/2024 | 0 | 6.99 | |
| | | | Vendor Subtotal: | | | 6.99 | |
| 9002-90-9020-44206 | PLUMB SUPPLY COMPANY | CH 1004 ADA Toilet | | 08/09/2024 | 0 | 462.58 | 00028019 |
| 9002-90-9020-44206 | PLUMB SUPPLY COMPANY | Flapper | | 08/09/2024 | 0 | 24.30 | |
| 9002-90-9020-44206 | PLUMB SUPPLY COMPANY | Tank Lever | | 08/09/2024 | 0 | 72.97 | |
| | | | Vendor Subtotal: | | | 559.85 | |
| 9002-90-9020-44206 | AMAZON.COM | Fitting | | 08/13/2024 | 0 | 28.70 | |
| 9002-90-9020-44206 | AMAZON.COM | Hand Shower/Replacement Part | | 08/09/2024 | 0 | 91.65 | |

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| 9002-90-9020-44206 | AMAZON.COM | Shower Head | 08/09/2024 | 0 | 63.57 | |
| 9002-90-9020-44206 | AMAZON.COM | Ex Long Shower Head Hose | 08/09/2024 | 0 | 23.52 | |
| | | Vendor Subtotal: | | | 207.44 | |
| 9002-90-9020-44206 | STATE CHEMICAL | CH Boiler Chemicals: F-625 CLOSED L | 08/13/2024 | 0 | 321.90 | 00028196 |
| | | Vendor Subtotal: | | | 321.90 | |
| 9002-90-9020-44208 | AMAZON.COM | Thermostat | 08/13/2024 | 0 | 85.98 | |
| | | Vendor Subtotal: | | | 85.98 | |
| 9002-90-9020-44301 | CITY OF MUSCATINE HOUSING RE' | July Refuse | 08/09/2024 | 0 | 24.20 | |
| | | Vendor Subtotal: | | | 24.20 | |
| 9002-90-9020-44313 | BURNS & SON'S DIRECT APPLIANC | Service Call | 08/13/2024 | 0 | 39.50 | |
| | | Vendor Subtotal: | | | 39.50 | |
| 9002-90-9020-44313 | ZACK STUMBO | July Services | 08/09/2024 | 0 | 150.00 | |
| | | Vendor Subtotal: | | | 150.00 | |
| 9002-90-9020-44315 | RIVERBEND MAINTENANCE LLC | CH 206 Paint Rehab (walls) | 06/30/2024 | 0 | 500.00 | 00027695 |
| 9002-90-9020-44315 | RIVERBEND MAINTENANCE LLC | CH 1001 Paint Rehab (walls) | 06/30/2024 | 0 | 500.00 | 00027695 |
| | | Vendor Subtotal: | | | 1,000.00 | |
| 9002-90-9020-45103 | CITY OF MUSCATINE HOUSING RE' | Unemployment 7/31/24 | 07/31/2024 | 0 | 9.29 | |
| | | Vendor Subtotal: | | | 9.29 | |
| 9002-90-9020-45401 | CITY OF MUSCATINE HOUSING RE' | FICA 7/31/24 | 07/31/2024 | 0 | 595.64 | |
| | | Vendor Subtotal: | | | 595.64 | |

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|---|---|---|---|---|---|---|
| 9002-90-9020-45402 | CITY OF MUSCATINE HOUSING RE'IPERS 7/31/24 | | 07/31/2024 | 0 | 750.98 | |
| | | Vendor Subtotal: | | | 750.98 | |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Install Vinyl Plank per | 06/30/2024 | 0 | 897.75 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Covebase Installation p | 06/30/2024 | 0 | 160.00 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Tearout VCT per ft² | 06/30/2024 | 0 | 231.00 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Floor Prep Labor per F | 06/30/2024 | 0 | 150.00 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Covebase Adhesive pe | 06/30/2024 | 0 | 39.98 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Covebase per Linear ft | 06/30/2024 | 0 | 200.00 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Planiprep Floor Levele | 06/30/2024 | 0 | 98.97 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Flooring: Pressure Sensative Adl | 06/30/2024 | 0 | 94.50 | 00027717 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Cove Base Removal per Linear ft | 08/09/2024 | 0 | 80.00 | 00028031 |
| 9002-90-9020-75200 | CARRIAGE HOUSE CARPET ONE | CH 508 Carpet Tear out Per yd² | 08/09/2024 | 0 | 179.51 | 00028031 |
| | | Vendor Subtotal: | | | 2,131.71 | |
| 9002-90-9020-75200 | CARVER CONSTRUCTION | CH 1001 Cabinet Installation Labor @ $5 | 08/13/2024 | 0 | 900.00 | 00027911 |
| 9002-90-9020-75200 | CARVER CONSTRUCTION | CH 508 Cabinet Installation Labor per Hc | 08/13/2024 | 0 | 900.00 | 00027912 |
| 9002-90-9020-75200 | CARVER CONSTRUCTION | CH 1001 Cabinet Installation Materials/ F | 08/13/2024 | 0 | 75.00 | 00027911 |
| 9002-90-9020-75200 | CARVER CONSTRUCTION | CH 508 Cabinet Installation Materials/ Se | 08/13/2024 | 0 | 75.00 | 00027912 |
| | | Vendor Subtotal: | | | 1,950.00 | |
| 9002-90-9020-75400 | BURNS & SON'S DIRECT APPLIANC | CH Refrigerator Stock: Frigidaire FFHT | 08/13/2024 | 0 | 1,920.00 | 00028247 |
| | | Vendor Subtotal: | | | 1,920.00 | |
| | | Subtotal for FUND: 9002 | | | 21,901.77 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb J Fisher 2708 C Bloomingt | 08/13/2024 | 0 | 140.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb A Carter 2800 A Blooming | 08/13/2024 | 0 | 112.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb D Wilson 2804 E Bloomin | 08/13/2024 | 0 | 44.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb A Titus 2808 D Bloomingt | 08/13/2024 | 0 | 146.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb G Perez 2812 B Bloomingt | 08/13/2024 | 0 | 66.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb A Garren 2812 C Bloomin | 08/13/2024 | 0 | 73.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb A Huscko 2812 D Bloomin | 08/13/2024 | 0 | 1.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb M Krajnik 2900 D Bloomir | 08/13/2024 | 0 | 9.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb M Yerington 2904 E Bloon | 08/13/2024 | 0 | 24.00 | |
| 9006-90-9060-31100 | MUSCATINE POWER & WATER | Utility Reimb I Sherrill 2908 C Blooming | 08/13/2024 | 0 | 143.00 | |

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| | | Vendor Subtotal: | | | 758.00 |
| 9006-90-9060-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Full-Time Wages 7/31/24 | 07/31/2024 | 0 | 2,219.22 |
| 9006-90-9060-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Part-Time Wages 7/31/24 | 07/31/2024 | 0 | 111.95 |
| 9006-90-9060-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Longevity 7/31/24 | 07/31/2024 | 0 | 3.90 |
| | | Vendor Subtotal: | | | 2,335.07 |
| 9006-90-9060-41500 | CITY OF MUSCATINE | Auto Allowance | 08/13/2024 | 0 | 12.50 |
| 9006-90-9060-41500 | CITY OF MUSCATINE | Auto Allowance | 08/13/2024 | 0 | 25.00 |
| | | Vendor Subtotal: | | | 37.50 |
| 9006-90-9060-41904 | CITY OF MUSCATINE HOUSING RE' | MPW - July Phones | 08/09/2024 | 0 | 6.51 |
| | | Vendor Subtotal: | | | 6.51 |
| 9006-90-9060-41910 | TEMP ASSOCIATES | Temp Employee Week Ending 7/28/24 | 08/13/2024 | 0 | 1,670.76 |
| 9006-90-9060-41910 | TEMP ASSOCIATES | Temp Employee Week Ending 8/4/24 | 08/13/2024 | 0 | 1,060.80 |
| | | Vendor Subtotal: | | | 2,731.56 |
| 9006-90-9060-41910 | CROSSROADS INC. | Shredding | 08/09/2024 | 0 | 11.00 |
| | | Vendor Subtotal: | | | 11.00 |
| 9006-90-9060-41910 | TENANT REPORTS.COM LLC | Background Checks | 08/13/2024 | 0 | 21.00 |
| | | Vendor Subtotal: | | | 21.00 |
| 9006-90-9060-41914 | CITY OF MUSCATINE HOUSING RE' | MPW - June/July Machlink | 06/30/2024 | 0 | 11.15 |
| | | Vendor Subtotal: | | | 11.15 |
| 9006-90-9060-43100 | MUSCATINE POWER & WATER | July Water - 2800 Apt B | 08/09/2024 | 0 | 13.65 |
| | | Vendor Subtotal: | | | 13.65 |

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| 9006-90-9060-43200 | MUSCATINE POWER & WATER | July Electric - 2800 Apt B | 08/09/2024 | 0 | 34.81 | |
| | | Vendor Subtotal: | | | 34.81 | |
| 9006-90-9060-43700 | ALLIANT ENERGY | June Gas - Sunset Office | 06/30/2024 | 0 | 34.65 | |
| 9006-90-9060-43700 | ALLIANT ENERGY | June Gas - Sunset Garage | 06/30/2024 | 0 | 37.83 | |
| 9006-90-9060-43700 | ALLIANT ENERGY | July Gas - 2708 Apt B | 08/13/2024 | 0 | 110.06 | |
| | | Vendor Subtotal: | | | 182.54 | |
| 9006-90-9060-43900 | MUSCATINE POWER & WATER | July Sewer - 2800 Apt B | 08/09/2024 | 0 | 25.34 | |
| | | Vendor Subtotal: | | | 25.34 | |
| 9006-90-9060-44100 | CITY OF MUSCATINE HOUSING RE' | Maint Full-Time Wages 7/31/24 | 07/31/2024 | 0 | 2,558.77 | |
| 9006-90-9060-44100 | CITY OF MUSCATINE HOUSING RE' | Maint Part-Time Wages 7/31/24 | 07/31/2024 | 0 | 1,235.00 | |
| 9006-90-9060-44100 | CITY OF MUSCATINE HOUSING RE' | Maint Longevity 7/31/24 | 07/31/2024 | 0 | 18.20 | |
| | | Vendor Subtotal: | | | 3,811.97 | |
| 9006-90-9060-44201 | MENARDS (MUSC) | Floor Scrub/Mop Head | 08/13/2024 | 0 | 73.77 | |
| 9006-90-9060-44201 | MENARDS (MUSC) | Easy Touch Spray/Orange Peel Spray | 08/09/2024 | 0 | 81.38 | |
| | | Vendor Subtotal: | | | 155.15 | |
| 9006-90-9060-44202 | CITY OF MUSCATINE HOUSING RE' | May/June Fuel | 06/30/2024 | 0 | 20.57 | |
| 9006-90-9060-44202 | CITY OF MUSCATINE HOUSING RE' | July Fuel | 08/13/2024 | 0 | 79.33 | |
| | | Vendor Subtotal: | | | 99.90 | |
| 9006-90-9060-44203 | SINCLAIR | SS Weedwhacker Replacement: Discount | 08/09/2024 | 0 | -23.28 | 00028174 |
| 9006-90-9060-44203 | SINCLAIR | SS Weedwhacker Replacement: Stihl mo | 08/09/2024 | 0 | 232.79 | 00028174 |
| | | Vendor Subtotal: | | | 209.51 | |
| 9006-90-9060-44204 | MARK A DIERCKS | Masterkey Deadbolt/Dup Key | 08/09/2024 | 0 | 31.00 | |
| | | Vendor Subtotal: | | | 31.00 | |

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| 9006-90-9060-44204 | MENARDS (MUSC) | SS Bulk Blinds Stock: Lumino 1" White l | 08/09/2024 | 0 | 448.80 | 00028155 |
| | | Vendor Subtotal: | | | 448.80 | |
| 9006-90-9060-44205 | MENARDS (MUSC) | LED Bulb | 08/13/2024 | 0 | 49.98 | |
| 9006-90-9060-44205 | MENARDS (MUSC) | Toggle/Blank Plate | 08/13/2024 | 0 | 19.20 | |
| | | Vendor Subtotal: | | | 69.18 | |
| 9006-90-9060-44205 | AMAZON.COM | Light | 08/09/2024 | 0 | 13.75 | |
| | | Vendor Subtotal: | | | 13.75 | |
| 9006-90-9060-44206 | MENARDS (MUSC) | Pail/Lock Drain/Strainer | 08/13/2024 | 0 | 99.20 | |
| 9006-90-9060-44206 | MENARDS (MUSC) | Clamp/Coupling/Adapter | 08/13/2024 | 0 | 80.80 | |
| | | Vendor Subtotal: | | | 180.00 | |
| 9006-90-9060-44206 | PLUMB SUPPLY COMPANY | Run Cap | 08/09/2024 | 0 | 14.97 | |
| 9006-90-9060-44206 | PLUMB SUPPLY COMPANY | Diverter | 08/09/2024 | 0 | 37.35 | |
| 9006-90-9060-44206 | PLUMB SUPPLY COMPANY | Faucet | 06/30/2024 | 0 | 238.03 | |
| 9006-90-9060-44206 | PLUMB SUPPLY COMPANY | SS 2904C Toilet Replacement: Gerber G | 08/09/2024 | 0 | 215.78 | 00028131 |
| | | Vendor Subtotal: | | | 506.13 | |
| 9006-90-9060-44206 | AMAZON.COM | Toilet Repair Kit | 08/13/2024 | 0 | 43.12 | |
| 9006-90-9060-44206 | AMAZON.COM | Angle Stop Shut Off Valve | 08/09/2024 | 0 | 29.98 | |
| | | Vendor Subtotal: | | | 73.10 | |
| 9006-90-9060-44206 | TCM BANK NA VISA | SP Cheap Toilet - Toilet Seat | 08/13/2024 | 0 | 99.83 | |
| | | Vendor Subtotal: | | | 99.83 | |
| 9006-90-9060-44207 | MENARDS (MUSC) | Tub Drain Extractor/Trim Brush | 08/13/2024 | 0 | 25.48 | |
| | | Vendor Subtotal: | | | 25.48 | |

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| 9006-90-9060-44208 | PLUMB SUPPLY COMPANY | Floor Register | | 08/13/2024 | 0 | 87.16 |
| | | | Vendor Subtotal: | | | 87.16 |
| 9006-90-9060-44208 | AMAZON.COM | Thermostat | | 08/13/2024 | 0 | 85.98 |
| 9006-90-9060-44208 | AMAZON.COM | SS Thermostat Stock:Emerson 1F83C-11 | | 08/13/2024 | 0 | 198.74 00028266 |
| | | | Vendor Subtotal: | | | 284.72 |
| 9006-90-9060-44218 | HD SUPPLY FACILITIES MAINT | Range Element | | 08/13/2024 | 0 | 57.57 |
| | | | Vendor Subtotal: | | | 57.57 |
| 9006-90-9060-44218 | PDQ SUPPLY INC | Crisper Pan | | 08/13/2024 | 0 | 76.00 |
| | | | Vendor Subtotal: | | | 76.00 |
| 9006-90-9060-44301 | CITY OF MUSCATINE HOUSING RE | July Refuse | | 08/09/2024 | 0 | 81.40 |
| | | | Vendor Subtotal: | | | 81.40 |
| 9006-90-9060-44302 | PHELPS CLEANING SERVICE INC | SS 2804 C Carpet Cleaning (4 bed) | | 08/09/2024 | 0 | 185.00 00028166 |
| 9006-90-9060-44302 | PHELPS CLEANING SERVICE INC | SS 2804 E Carpet Cleaning (2 bed) | | 08/09/2024 | 0 | 165.00 00028166 |
| | | | Vendor Subtotal: | | | 350.00 |
| 9006-90-9060-44311 | KELLY HEATING COOLING & PLBG | SS 2804D Emergency Drain Service: MA | | 08/13/2024 | 0 | 34.90 00028265 |
| 9006-90-9060-44311 | KELLY HEATING COOLING & PLBG | SS 2804D Emergency Drain Service: Trip | | 08/13/2024 | 0 | 42.50 00028265 |
| 9006-90-9060-44311 | KELLY HEATING COOLING & PLBG | SS 2804D Emergency Drain Service: Thr | | 08/13/2024 | 0 | 16.01 00028265 |
| 9006-90-9060-44311 | KELLY HEATING COOLING & PLBG | SS 2804D Emergency Drain Service: Lab | | 08/13/2024 | 0 | 160.00 00028265 |
| | | | Vendor Subtotal: | | | 253.41 |
| 9006-90-9060-45103 | CITY OF MUSCATINE HOUSING RE | Unemployment 7/31/24 | | 07/31/2024 | 0 | 7.36 |
| | | | Vendor Subtotal: | | | 7.36 |
| 9006-90-9060-45401 | CITY OF MUSCATINE HOUSING RE | FICA 7/31/24 | | 07/31/2024 | 0 | 464.27 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Vendor Subtotal: | | | 464.27 | |
| 9006-90-9060-45402 | CITY OF MUSCATINE HOUSING RE' | IPERS 7/31/24 | 07/31/2024 | 0 | 580.28 | |
| | | Vendor Subtotal: | | | 580.28 | |
| 9006-90-9060-75400 | BURNS & SON'S DIRECT APPLIANC | SS 2804D Stove Replacement Amana Mc | 08/13/2024 | 0 | 549.00 | 00028133 |
| 9006-90-9060-75400 | BURNS & SON'S DIRECT APPLIANC | SS Refrigerator Stock: Frigidaire FFHT14 | 08/13/2024 | 0 | 640.00 | 00028248 |
| | | Vendor Subtotal: | | | 1,189.00 | |
| | | Subtotal for FUND: 9006 | | | 15,323.10 | |
| 9007-90-9070-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Full-Time Wages 7/31/24 | 07/31/2024 | 0 | 5,790.19 | |
| 9007-90-9070-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Part-Time Wages 7/31/24 | 07/31/2024 | 0 | 895.65 | |
| 9007-90-9070-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Longevity 7/31/24 | 07/31/2024 | 0 | 13.33 | |
| | | Vendor Subtotal: | | | 6,699.17 | |
| 9007-90-9070-41400 | TCM BANK NA VISA | NAHRO - Registration | 08/13/2024 | 0 | 695.00 | |
| | | Vendor Subtotal: | | | 695.00 | |
| 9007-90-9070-41904 | CITY OF MUSCATINE HOUSING RE' | MPW - July Phones | 08/09/2024 | 0 | 52.08 | |
| | | Vendor Subtotal: | | | 52.08 | |
| 9007-90-9070-41904 | TCM BANK NA VISA | Google Voice | 08/13/2024 | 0 | 14.65 | |
| | | Vendor Subtotal: | | | 14.65 | |
| 9007-90-9070-41905 | CITY OF MUSCATINE HOUSING RE' | July 2023 Postage | 06/30/2024 | 0 | 62.76 | |
| 9007-90-9070-41905 | CITY OF MUSCATINE HOUSING RE' | July Postage | 08/13/2024 | 0 | 227.96 | |
| | | Vendor Subtotal: | | | 290.72 | |
| 9007-90-9070-41910 | AMAZON.COM | Outreach Event Kids Craft - Brown | 08/13/2024 | 0 | 44.04 | 00028216 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 9007-90-9070-41910 | AMAZON.COM | Outreach Event Kids Craft | 08/13/2024 | 0 | 44.94 | 00028216 |
| 9007-90-9070-41910 | AMAZON.COM | Event Table Cloth | 08/13/2024 | 0 | 18.89 | 00028216 |
| 9007-90-9070-41910 | AMAZON.COM | Outreach Event Stickers | 08/13/2024 | 0 | 23.96 | 00028216 |
| | | Vendor Subtotal: | | | 131.83 | |
| 9007-90-9070-41910 | CROSSROADS INC. | Shredding | 08/09/2024 | 0 | 22.00 | |
| | | Vendor Subtotal: | | | 22.00 | |
| 9007-90-9070-41910 | TENANT REPORTS.COM LLC | Background Checks | 08/13/2024 | 0 | 14.00 | |
| | | Vendor Subtotal: | | | 14.00 | |
| 9007-90-9070-41914 | CITY OF MUSCATINE HOUSING RE | MPW - June/July Machlink | 06/30/2024 | 0 | 89.27 | |
| | | Vendor Subtotal: | | | 89.27 | |
| 9007-90-9070-45103 | CITY OF MUSCATINE HOUSING RE | Unemployment 7/31/24 | 07/31/2024 | 0 | 9.96 | |
| | | Vendor Subtotal: | | | 9.96 | |
| 9007-90-9070-45401 | CITY OF MUSCATINE HOUSING RE | FICA 7/31/24 | 07/31/2024 | 0 | 493.68 | |
| | | Vendor Subtotal: | | | 493.68 | |
| 9007-90-9070-45402 | CITY OF MUSCATINE HOUSING RE | IPERS 7/31/24 | 07/31/2024 | 0 | 632.43 | |
| | | Vendor Subtotal: | | | 632.43 | |
| 9007-90-9070-47150 | MCSA-MWA-LIMITED PARTNERSHI | New HAP J Salek Full August | 08/13/2024 | 0 | 221.00 | |
| | | Vendor Subtotal: | | | 221.00 | |
| 9007-90-9070-47150 | MUSCATINE CENTER SOCIAL ACTI | Abatement Ends R Fankhauser Full Augu | 08/13/2024 | 0 | 72.00 | |
| | | Vendor Subtotal: | | | 72.00 | |

| | | | | | |
|---|---|---|---|---|---|
| 9007-90-9070-47150 | MUSCATINE PLAZA PROPERTIES L | New HAP B Luna 6 of 31 Days July & Fu | 08/13/2024 | 0 | 476.00 |
| 9007-90-9070-47150 | MUSCATINE PLAZA PROPERTIES L | New HAP J Murillo Full August | 08/13/2024 | 0 | 1,051.00 |
| | | Vendor Subtotal: | | | 1,527.00 |
| 9007-90-9070-47150 | TICO INVESTMENTS | New HAP T McCaulsey Full August 16 c | 08/13/2024 | 0 | 676.00 |
| | | Vendor Subtotal: | | | 676.00 |
| 9007-90-9070-47150 | RCN LLC | Abatement Ends Full Auust 7 Days July | 08/13/2024 | 0 | 172.00 |
| 9007-90-9070-47150 | RCN LLC | New HAP E Owens 2 Days Juy Full Augu | 08/13/2024 | 0 | 310.00 |
| 9007-90-9070-47150 | RCN LLC | New HAP E Owens 26 Days August | 08/13/2024 | 0 | 399.00 |
| | | Vendor Subtotal: | | | 881.00 |
| 9007-90-9070-47150 | JNB OAK PARK LP | End Abatement S Mathis Full August | 08/13/2024 | 0 | 274.00 |
| | | Vendor Subtotal: | | | 274.00 |
| 9007-90-9070-47150 | JOSIAH MARK ANDERSON | Abate End - R Hills Full August 1 Day Ju | 08/13/2024 | 0 | 342.00 |
| | | Vendor Subtotal: | | | 342.00 |
| 9007-90-9070-47150 | GRANDVIEW SENIOR LOFTS LLC | New HAP M Briggs Full August | 08/13/2024 | 0 | 749.00 |
| 9007-90-9070-47150 | GRANDVIEW SENIOR LOFTS LLC | New HAP M Orr Full August | 08/13/2024 | 0 | 365.00 |
| | | Vendor Subtotal: | | | 1,114.00 |
| 9007-90-9070-47150 | WERNER PROPERTIES, LLC | Miscalcualated Interim J Ford | 08/13/2024 | 0 | 180.00 |
| | | Vendor Subtotal: | | | 180.00 |
| 9007-90-9071-41100 | CITY OF MUSCATINE HOUSING RE' | Admin Full-Time Wages 7/31/24 | 07/31/2024 | 0 | 2,040.81 |
| | | Vendor Subtotal: | | | 2,040.81 |
| 9007-90-9071-41904 | TCM BANK NA VISA | Google Voice | 08/13/2024 | 0 | 29.30 |

| | | | | |
|---|---|---|---|---|
| | | Vendor Subtotal: | | 29.30 |
| 9007-90-9071-45103 | CITY OF MUSCATINE HOUSING RE`Unemployment 7/31/24 | 07/31/2024 | 0 | 4.10 |
| | | Vendor Subtotal: | | 4.10 |
| 9007-90-9071-45401 | CITY OF MUSCATINE HOUSING RE`FICA 7/31/24 | 07/31/2024 | 0 | 148.83 |
| | | Vendor Subtotal: | | 148.83 |
| 9007-90-9071-45402 | CITY OF MUSCATINE HOUSING RE`IPERS 7/31/24 | 07/31/2024 | 0 | 192.64 |
| | | Vendor Subtotal: | | 192.64 |
| | | Subtotal for FUND: 9007 | | 16,847.47 |
| | | Report Total: | | 1,572,875.59 |

| | | | |
|---|---|---|---|
| 8/1/2024 | PAYROLL CHECKS | AFA FLEX BILLING | 5,224.21 |
| 8/1/2024 | PAYROLL CHECKS | AFLAC | 560.98 |
| 8/1/2024 | PAYROLL CHECKS | ALLSTATE | 14.94 |
| 8/1/2024 | PAYROLL CHECKS | AMERICAN FIDELITY | 3,237.77 |
| 8/1/2024 | PAYROLL CHECKS | CITY OF MUSCATINE | 7,897.43 |
| 8/1/2024 | PAYROLL CHECKS | CLERK OF COURT | 70.00 |
| 8/1/2024 | PAYROLL CHECKS | POLICE & FIRE INS | 194.94 |
| 8/1/2024 | PAYROLL CHECKS | STATE OF IL | 198.40 |
| 8/1/2024 | PAYROLL CHECKS | UNITED WAY | 93.00 |
| 8/1/2024 | ACH PAYROLL | MISSION SQUARE ICMA RETIRE | 11,750.22 |
| 8/1/2024 | ACH PAYROLL | MISSION SQUARE ICMA RC | 1,754.53 |
| 8/1/2024 | ACH PAYROLL | MUNICIPAL FIRE & POLICE | 81,296.72 |
| 8/1/2024 | ACH PAYROLL | NATIONWIDE | 6,492.00 |
| 8/6/2024 | SPECIAL CHECK | MUSCATINE CO SHERIFF | 120.00 |

# City of Muscatine

ITEM NUMBER 2024-0334

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Cinda Hilger, Deputy City Clerk
Carol Webb, City Administrator

**SUBJECT**

Second 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 Second 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 (1)

**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 5th day of September, 2024.

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

Attest

_____

**Brad Bark, Mayor**

_____

Cinda Hilger, Deputy City Clerk

First Reading: August 1, 2024
Second Reading: August 15, 2024
Third Reading: September 5, 2024

# City of Muscatine

ITEM NUMBER 2024-0335

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Andrew Fangman, Assistant Community Development Director

**SUBJECT**

Second 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”.

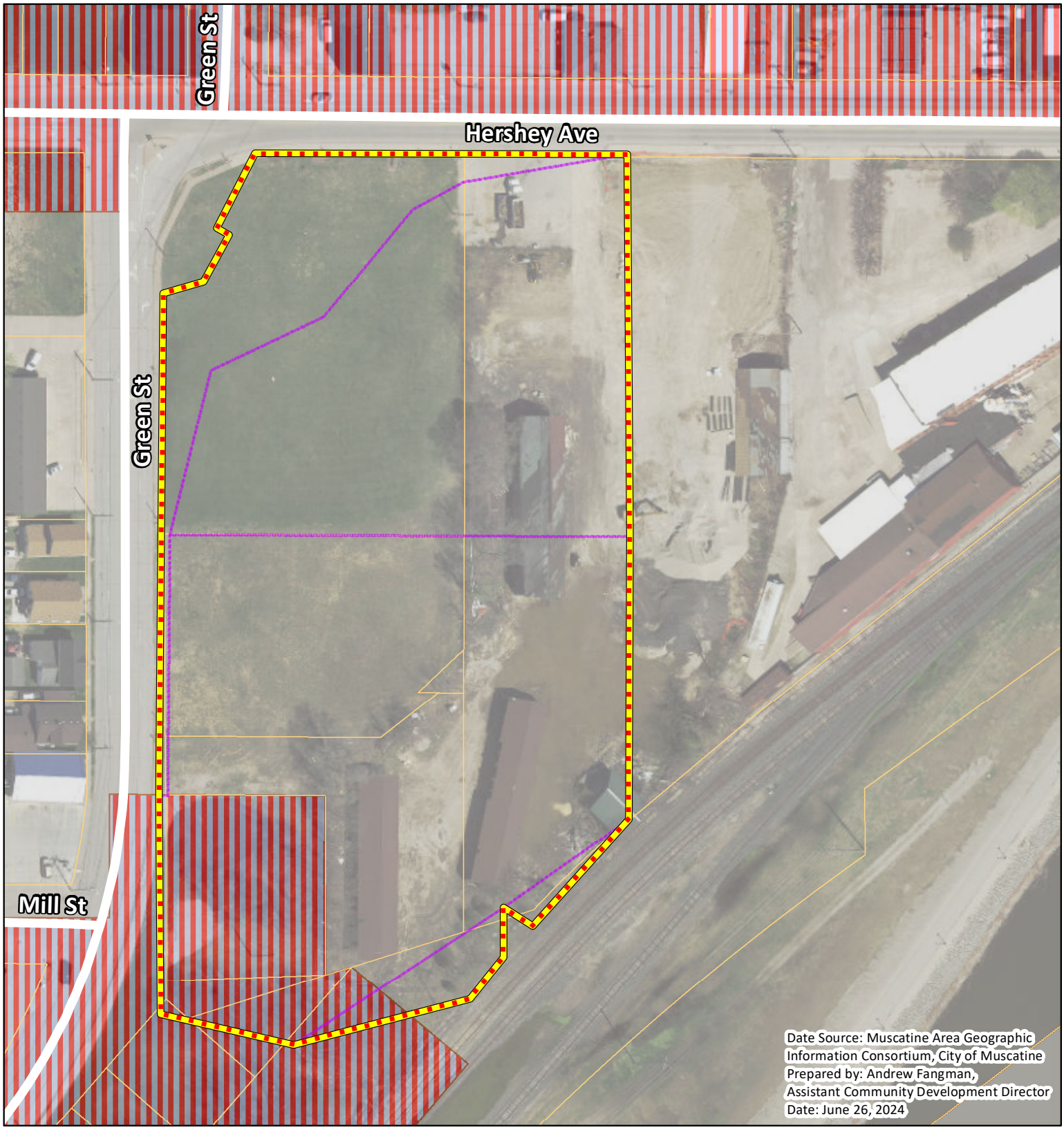
On July 9, 2024 the Planning and Zoning Commission voted 7-0 to recommend approval of this rezoning.

## 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 (2)




Area Proposed for Rezoning to C-2

Proposed Lot Lines - Carver Corner Subdivsion

Existing Parcels

**ZoningDistricts**

**Current Zoning Districts**

C-1 Neighborhood & General Commercial

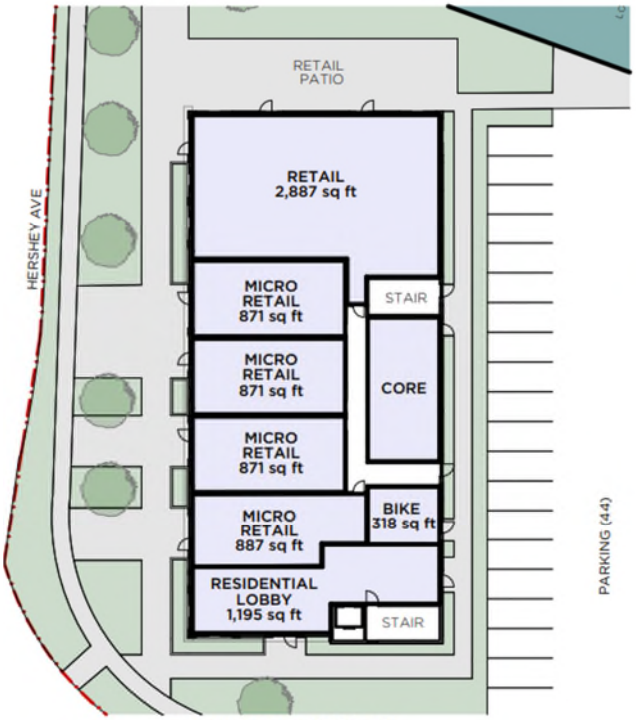
M-1 Light Industrial

MUSCATINE

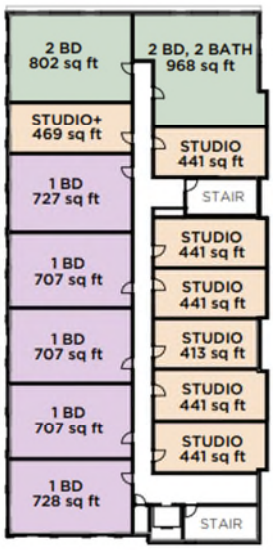
# Carver Corner Rezoning

0 50 100 200 Feet

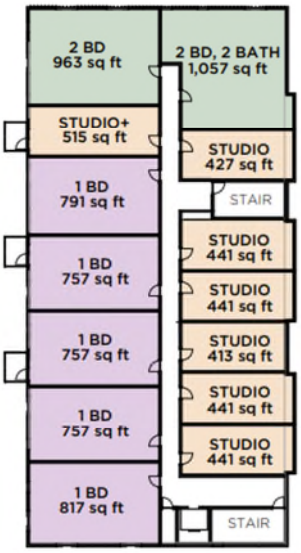
N




GROUND LEVEL SITE PLAN
1/32" = 1' 0"




TYPICAL PLAN LEVEL 2
1/32" = 1' 0"




TYPICAL PLAN LEVELS 3-5
1/32" = 1' 0"

## 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 5th day of September, 2024.

CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

Attest:

By_____
Dr. Brad Bark, Mayor

_____
Cinda Hilger, Deputy City Clerk

1st Reading 8-1-2024
2nd Reading 8-15-2024
3rd Reading 9-5-2024

# City of Muscatine

ITEM NUMBER 2024-0317

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Steve Snider, Assistant Police Chief

**SUBJECT**

Second 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) (2)

**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:

AMENDMENT

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:** **<u>AMENDMENT</u>** "7-5-5 Penalty And Appeal" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

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 even that a municipal infraction citation is filed, additional fees may apply such as court costs, service costs, and filing fees, as may be permited by law.

D. A recipient of an automated traffic citation may contact the issuing officer and ask for in 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:** **<u>AMENDMENT</u>** "7-5-2 Definitions" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

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: 8/15/2024

**STAFF**

Andrew Fangman, Assistant Community Development Director

**SUBJECT**

Third and Final 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 the zoning ordinance amendment.

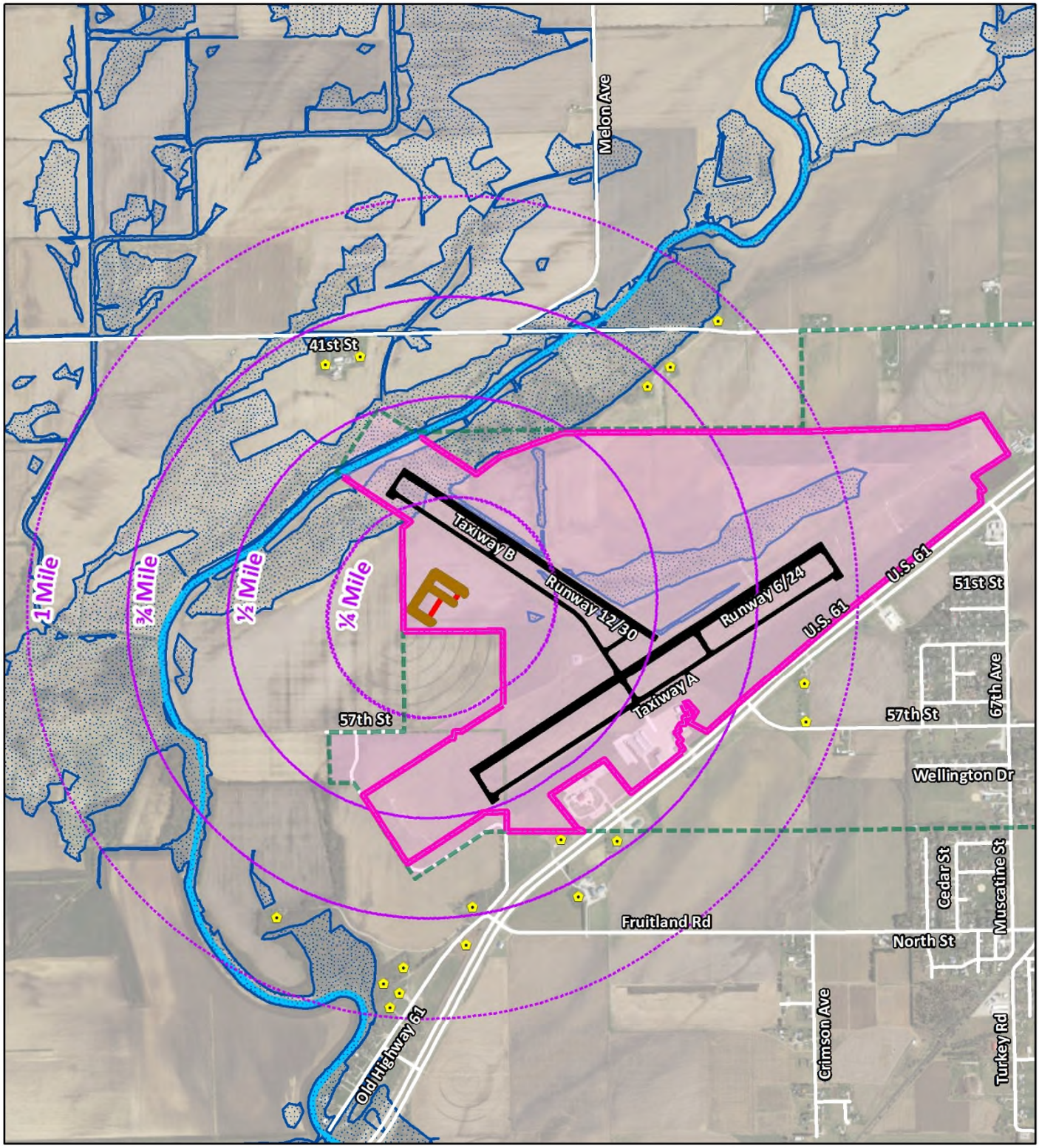
**ATTACHMENTS**

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) (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
- 20 Feet High Berms
- Firing Line
- City Linits
- Quarter Mile Rings From Firing Line
- Homes Within 1 Mile
- Runways & Taxiways
- City Owned Parcels
- Floodplain

0 0.25 0.5 1 Miles

N

**ORDINANCE NO. 2024-0299**

**AN ORDINANCE AMENDING SECTION 1, CHAPTER3, 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 ordnance, as provided by law

**PASSED, APPROVED AND ADOPTED** this 15h day of August, 2024.

Attest

Cinda Hilger
Deputy City Clerk

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

First Reading: 7/18/24
Second Reading: 8/1/24
Third Reading: 8/15/24

**Brad Bark, Mayor**

# City of Muscatine

ITEM NUMBER 2024-0359

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Nancy Lueck, Finance Director

**SUBJECT**

Resolution Authorizing the Allocation of up to $1,303,500.00 of American Rescue Plan Act (ARPA) Funding for the Muscatine Indoor Sports Dome Project.

**EXECUTIVE SUMMARY**

The City of Muscatine's American Rescue Plan Act (ARPA) funding allocation totaled $3,533,377. The City Council has allocated these funds for numerous one-time capital purchases or programs in 2021/2022, 2022/2023, 2023/2024 and in the 2024/2025 budget. These funds, with the interest earnings on these funds, are required to be expended or obligated by December 31, 2024.

Bids for the Muscatine Indoor Sports Dome were received on Tuesday, July 23, 2024, with eight general contractors submitting bids. The low bid was from Merit Construction Company with a bid of $6,954,600. The bid includes 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. On August 1, 2024, the City Council awarded the contract for the Sports Dome to Merit Construction Company In the amount of $6,954,600.

As the actual bids for the project exceeded the original estimate, staff looked to identify additional funding sources for this project. At the time the 2024/2025 budget was being prepared, it was estimated that $956,800 of unspent ARPA funds would be available, if needed, for the Sports Dome. After the bids for the project were received, an additional $346,700 was determined to be available to assist in funding the project financing shortfall. This additional funding was available due to several projects coming in under budget, the deletion of a sidewalk project, and the interest earnings on the ARPA funds. These amounts total to $1,303,500 of ARPA funding to be used to fund the Sports Dome.

This Resolution will officially designate and obligate this amount of ARPA funding for the Sports Dome.

**STAFF RECOMMENDATION**

Staff recommends approval of this Resolution Authorizing the Allocation of up to $1,303,500 of American Rescue Plan Act (ARPA) Funding for the Muscatine Indoor Sports Dome

**BACKGROUND/DISCUSSION**

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021. This Act provided $1.9 trillion dollars of funding for families, governments, businesses, schools, non-profits, and others impacted by the COVID-19 public health crisis. The allocation for State and local governments totaled $350 billion. The allocation for cities with populations less than 50,000 totaled $19.5 billion. The City of Muscatine's allocation totaled $3,533,377 with half of these funds ($1,766,688) received in the 2021/2022 fiscal year and the balance ($1,766,689) received in 2022/2023.

The City Council has allocated the City's ARPA funds for numerous one-time capital purchases or programs in 2021/2022, 2022/2023, 2023/2024 and in the 2024/2025 budget.

Bids for the Muscatine Indoor Sports Dome were received on Tuesday, July 23, 2024, with eight general contractors submitting bids. The low bidder was Merit Construction Company with a bid of $6,954,600. The bid includes 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) |
| 68,000 | Available Funds from Sale of Property (Hershey/Houser) |
| $1,830,300 | |

The above ARPA funds total $1,252,300. An additional $51,200 of undesignated ARPA funds are also proposed to be allocated to this project for project contingencies or costs to place the Sports Dome in operation. This brings the total ARPA allocation to an amount not to exceed $1,303,500.

This Resolution will officially designate and obligate this amount of ARPA funding for the Sports Dome.

## CITY FINANCIAL IMPACT

None, since the City has been using ARPA funding for one-time capital or other projects.

## ATTACHMENTS

1. ARPA Alloc to Sports Dome.Res 8-15-24 (1)

**RESOLUTION NO 2024-0359**

**AUTHORIZING THE ALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR THE MUSCATINE INDOOR SPORTS DOME PROJECT**

**WHEREAS,** the American Rescue Plan Act (ARPA) signed into law on March 11, 2021 provided $1.9 trillion dollars of funding for families, governments, businesses, schools, non-profits, and others impacted by the COVID-19 public health crisis; and

**WHEREAS**, the City of Muscatine's ARPA allocation was $3,533,377 with half of these funds ($1,766,688) received in the 2021/2022 fiscal year with the balance received in 2022/2023; and

**WHEREAS**, the City is claiming all of the ARPA allocation for revenue replacement, then allocating these funds for specific uses; and

**WHEREAS,** at the time the 2024/2025 budget was prepared, it was estimated that $956,800 of unspent ARPA funds would be available for the Sports Dome project; and

**WHEREAS,** the actual bids for the project exceeded the original estimate and staff looked to identify additional funding sources for this project; and

**WHEREAS,** an additional $346,700 of ARPA funding was determined to be available to assist in funding the project financing shortfall bringing the total ARPA funding for the Sports Dome to an amount not to exceed $1,303,500; this additional funding was available due to several projects coming in under budget, the deletion of a sidewalk project, and the interest earnings on the ARPA funds; and

**WHEREAS,** the Muscatine Indoor Sports Dome will contribute to meeting the City's Strategic Goals for a Vibrant and Healthy Community, Economic Development, and Reliable Public Infrastructure; and

**WHEREAS,** the Muscatine Indoor Sports Dome will provide a facility for year-round activities for youth and adults in the community well into the future and has been determined to be an appropriate use the City's ARPA funds; and

**WHEREAS,** ARPA funds are required to be expended or obligated no later than December 31, 2024;

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Muscatine, Iowa, that up to $1,303,500 of the City's remaining American Rescue Plan Act (ARPA) funds be obligated for matching funds for the Destination Iowa Grant, County contribution, private donations, and City bond funding for the Muscatine Indoor Sports Dome project.

PASSED, APPROVED, AND ADOPTED this 15th day of August, 2024.

_____
Dr. Brad Bark, Mayor

Attest:

_____
Cinda Hilger, Deputy City Clerk

# City of Muscatine

ITEM NUMBER 2024-0358

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Andrew Fangman, Assistant Community Development Director

**SUBJECT**

Resolution Approving the Preliminary/Final Plat of BSS-1 Subdivision

**EXECUTIVE SUMMARY**

Presented for Council Consideration is a resolution approving a plat for the BSS-1 Subdivision.

**STAFF RECOMMENDATION**

Staff recommends Council adopt the resolution approving the proposed plat. At their August 13, 2024, meeting, the Planning and Zoning Commission voted to recommend approval of this plat. Staff concurs with this recommendation.

**BACKGROUND/DISCUSSION**

Best Sandwich Stores, Inc. has filed combined preliminary/final plat that would allow for their purchase of a 0.34-acre portion of the property located at 1820 Park Avenue.

The intent is to create a new parcel to accommodate the construction of a drive-thru sandwich restaurant, at this location. No new driveways would be constructed as part of this project, as the existing driveways serving the existing appliance store at 1820 Park Avenue would also be used for the proposed restaurant. A recorded access easement will make this arrangement permanent.

The project aligns with both the city's Future Land Use Plan and the existing C-1 commercial zoning for the area.
The existing parking lot, at 1820 Park Avenue, was originally built for a grocery store and is much larger than needed for the current appliance store. It would be beneficial for the community, for this underutilized property along a major road to be redeveloped for a more productive use.

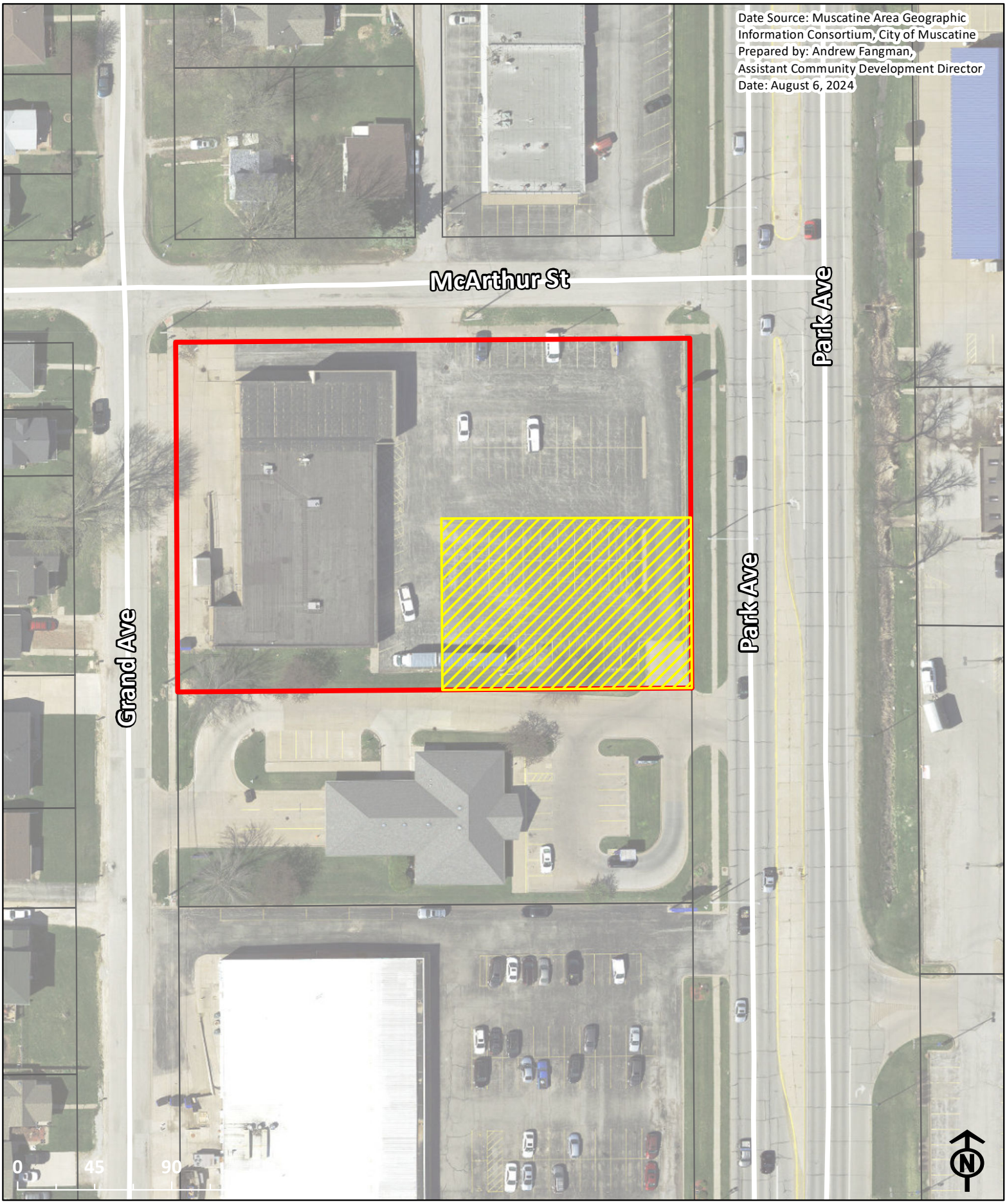
A food truck has operated on the site for several years without issues, indicating that a restaurant would be compatible with the neighborhood.

## CITY FINANCIAL IMPACT

The development of a restaurant that would be enabled by approval of this plat would have a positive financial impact on the City, as it would increase the tax base.

## ATTACHMENTS

1. Map
2. Plat
3. _Resolution & Supporting Docs T (1)




MUSCATINE

# BSS-1 Subdivsion

Proposed Lot 1

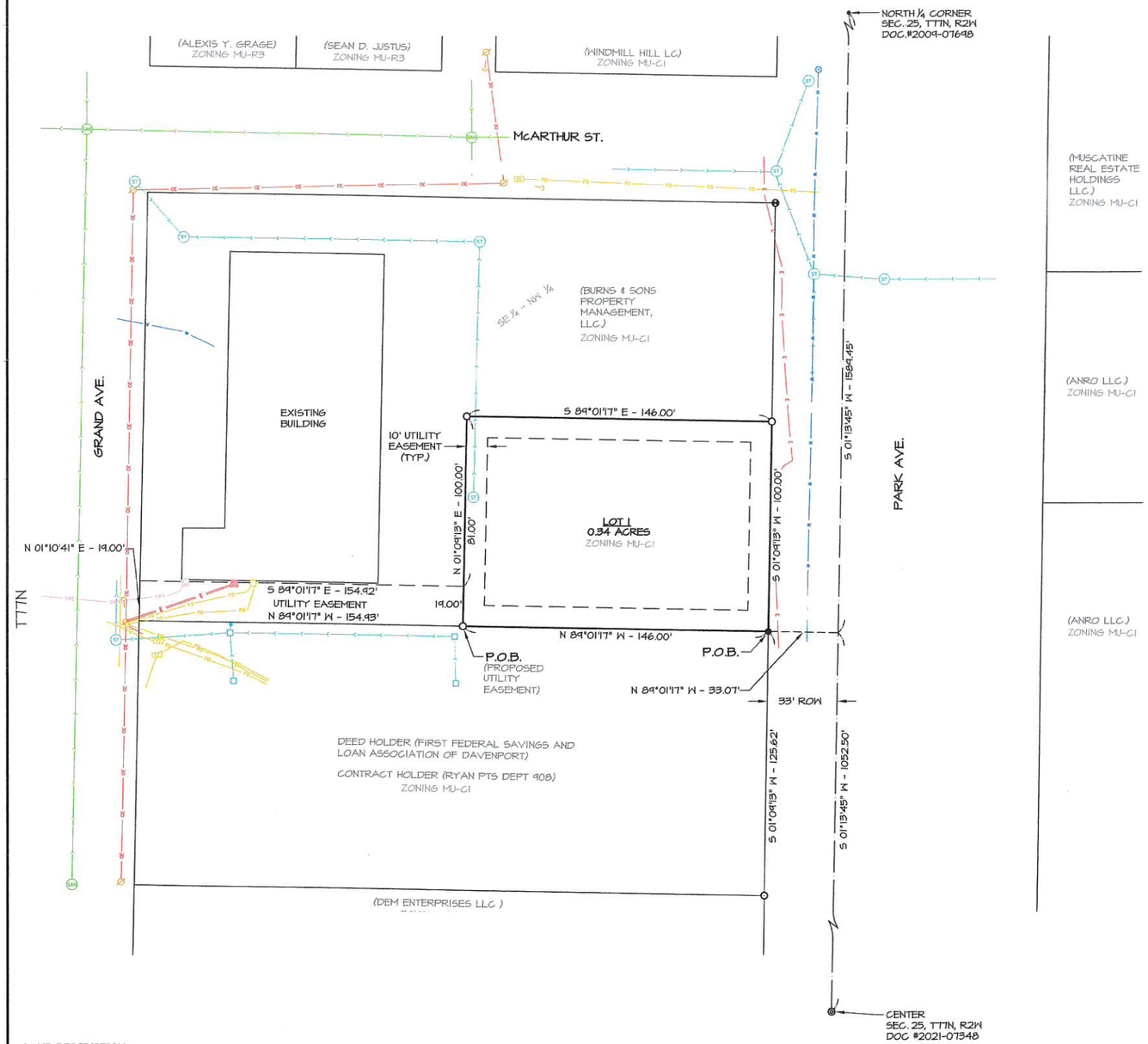
Parent Parcel

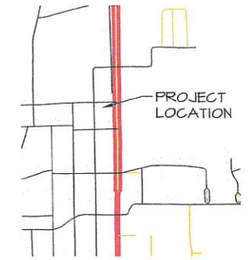
Parcel Lines

0 20 40 80 Feet

# BSS-1 SUBDIVISION

PRELIMINARY/FINAL




VICINITY MAP

north

30 0 30

BASIS OF BEARINGS
IOWA REGIONAL COORDINATE SYSTEM
ZONE 14

**OWNER**
BURNS & SONS PROPERTY MANAGEMENT, LLC
1820 PARK AVE
MUSCATINE, IA 52761

**DEVELOPER**
BEST SAMWICH STORE
(SAMUEL RINELLA)
4400 46TH AVE.
ROCK ISLAND, IL 61201

**CURRENT ZONING**
CITY - MU-C1

**CURRENT SETBACKS**
CITY

FRONT 35'
SIDE 10'
REAR 40'

*EXCEPT AS RESTRICTED BY EASEMENTS

**LEGEND**

- SET MAG NAIL W/WASHER
- SET ½" X 36" REBAR W/BLUE CAP #18379
- FOUND ½" REBAR
- FOUND "X" IN CONCRETE
- FOUND PK NAIL W/WASHER
- SANITARY SEWER
- STORM SEWER
- WATER MAIN OR SERVICE
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- UNDERGROUND FIBER OPTIC LINE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- STORM SEWER BEEHIVE
- FIRE HYDRANT
- WATER VALVE
- POWER POLE
- GUY WIRE
- GAS METER
- ELECTRIC METER

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

CENTURYLINK, LC

| | Title | Date |
|---|---|---|
| INTERSTATE POWER AND LIGHT, AN ALLIANT ENERGY COMPANY | | |
| MUSCATINE POWER & WATER | Title | Date |
| Transmission & Distribution | Title | Date |
| Water Production & Distribution | Title | Date |
| Communications | Title | Date |

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

Seth A. Whitacre

Date_____ Reg. No. 18379

My license renewal date is December 31, 2024

Pages or sheets covered by this seal: 1

PROFESSIONAL LAND SURVEYOR SETH A. WHITACRE 18379 IOWA

LAND DESCRIPTION -

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN THE CITY OF MUSCATINE, IOWA.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 25; THENCE SOUTH 01°13'45" WEST 1589.45 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 89°01'17" WEST 33.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°01'17" WEST 146.00 FEET; THENCE NORTH 01°09'13" EAST 100.00 FEET; THENCE SOUTH 89°01'17" EAST 146.00 FEET; THENCE SOUTH 01°09'13" WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES AND SUBJECT TO EASEMENTS OF RECORD.

UTILITY EASEMENT DESCRIPTION -

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN THE CITY OF MUSCATINE, IOWA.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 25; THENCE SOUTH 01°13'45" WEST 1589.45 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 89°01'17" WEST 179.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°01'17" WEST 154.93 FEET; THENCE NORTH 01°10'41" EAST 19.00 FEET; THENCE SOUTH 89°01'17" EAST 154.92 FEET; THENCE SOUTH 01°09'13" WEST 19.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES.

SURVEY COMPANY / RETURN TO:
**Martin & Whitacre Surveyors & Engineers, Inc.**
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE
PROPRIETOR(S): BURNS & SONS PROPERTY MANAGEMENT, L.L.C
REQUESTOR: BEST SAMWICH STORE
LOCATION: SE 1/4 OF THE NW 1/4 SEC. 25, T77N, R2W MUSCATINE CO., IA
SURVEY TYPE: PRELIMINARY/FINAL

| FILE | BOOK | SCALE | DRN | CHK'D | DATE | JOB NO. |
|---|---|---|---|---|---|---|
| SCANNED | T77N R2W #14 | 1"=30' | EJA | SAW | 7/31/24 | 9073.24 |
| REV. 0 | | | 9073.JIMMY JOHNS PLATTING | | SHEET 1 OF 1 | |

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

# BSS-1 SUBDIVISION

## CERTIFICATE OF ACCEPTANCE OF FINAL PLAT

STATE OF IOWA, MUSCATINE COUNTY, ss:

We, the undersigned, Brad Bark, and Carol Webb, of the City of Muscatine, Iowa, do hereby certify that the attached plat named and designated **BSS-1 Subdivision**, in the City of Muscatine, Muscatine County, Iowa, was on **August 15, 2024**, filed in the office of the City Clerk and presented to the City Council of the City of Muscatine, Iowa, by resolution, a true copy of which is hereto attached, marked Exhibit A, and by this reference made a part hereof; and we, the undersigned, as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa, were by said Resolution duly directed to certify such examination, consent, and approval in order to entitle said plat to be recorded in the office of the County Recorder of Muscatine County, Iowa, among the real estate records of Muscatine County, Iowa.

Dated at Muscatine, Iowa, this **15th Day of August, 2024**

_____
Brad Bark, Mayor

Attest:

_____
Cinda Hilger, Deputy City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss:

Be it Remembered that on this **15th Day of August, 2024**, before me, a Notary Public in and for the State of Iowa, personally appeared Brad Bark and Carol Webb, to me personally known, who being by me each duly sworn, did say that they are Mayor and City Clerk of the City of Muscatine, Iowa, respectively, and that the seal affixed to the foregoing instrument is the seal of the City of Muscatine, Iowa; that said instrument was signed and sealed on behalf of the City of Muscatine, Iowa, in accordance with a Resolution passed by the City Council held on the **15th Day of August, 2024,** that Brad Bark and Carol Webb, as Mayor and City Clerk of the City of Muscatine, Iowa, respectively, severally acknowledged the execution of said instrument to be the voluntary act and deed of the City of Muscatine, Iowa, by its and them voluntarily executed.

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

_____
Lorrie Moss, Notary Public in and for the State of Iowa

**EXHIBIT A**

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

**RESOLUTION NO. 2024-0358**

**A RESOLUTION APPROVING THE FINAL PLAT OF BSS-1 SUBDIVSION**

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

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH P.M., TN THE CITY OF MUSCATINE, IOWA.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 25; THENCE SOUTH 01 '13'45" WEST 1589.45 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 89'01'17' WEST 33.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°01'17' WEST 146.00 FEET; THENCE NORTH 01°09'13" EAST 100.00 FEET; THENCE SOUTH 89'01'17" EAST 146.00 FEET; THENCE SOUTH 01'09'13" WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES AND SUBJECT TO EASEMENTS OF RECORD.

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

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

**WHEREAS,** the City Council of the City of Muscatine, Iowa, finds the final plat of **BSS-1 Subdivision** should be approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA,** that said final plat named **BSS-1 Subdivision** is hereby approved and accepted by the City Council of the City of Muscatine, Iowa, and that the Mayor and City Clerk of the City of Muscatine are hereby authorized and directed to certify upon said plat the examination, consent, approval, and acceptance of the same by the City Council of the City of Muscatine, Iowa, in order that said plat may be recorded in the office of the County Recorder among the real estate records of Muscatine County, Iowa.

**PASSED, APPROVED, AND ADOPTED** this **15th Day of August, 2024**.

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

Attest:

_____

Brad Bark, Mayor

_____

Cinda Hilger, Deputy City Clerk

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

I, the undersigned, Andrew Fangman, do hereby certify that I am the Secretary of the Planning and Zoning Commission of the City of Muscatine, Muscatine County, Iowa, and that the attached Final Plat of **BSS-1 Subdivision** a subdivision in the City of Muscatine, Iowa, was approved and recommended by said Commission on the **13th Day of August, 2024**, according to the minutes and records of said Commission in my possession.

Dated at Muscatine, Iowa, this **15th Day of August, 2024**.

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

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

# CERTIFICATE OF TRUE COPY

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

1. Certificate of Acceptance of Final Plat (original).

2. Resolution No. 2024 - 0358 approving the Final Plat of **BSS-1 Subdivision**, a subdivision in the City of Muscatine, Iowa.

3. Certificate of the Planning & Zoning Commission.

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

_____

Nancy Lueck, Director of Finance

# City of Muscatine

ITEM NUMBER 2024-0361

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Jodi Royal-Goodwin, Community Development Director

**SUBJECT**

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

**EXECUTIVE SUMMARY**

Presented for City Council's consideration is a resolution authorizing the assessment of unpaid abatement service fees and rental housing fees to private properties. The abatement and rental housing costs total $7,433.03, the administrative fees are $7,475.00, and the assessment fees are $3,150.00. The total amount being requested for assessment at this time totals $18,058.03.

**STAFF RECOMMENDATION**

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

**BACKGROUND/DISCUSSION**

The City's contractor has provided abatement services for nuisance and vegetation violations at the properties listed on the attachment. Dates of service are from April 2024 to May 2024. The City was billed for these services and has subsequently paid the contractor. Assessing the outstanding bills to the property taxes will help the City recoup its costs.

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

The City has provided rental housing services for properties listed on the attachment, including but not limited to, rental property inspections and Rental Facility License issuance as required per the Muscatine Rental Housing Code. Dates of service are from June 2024. The City billed

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

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

**CITY FINANCIAL IMPACT**

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

**ATTACHMENTS**

1. Council Special Assessments Report 08.15.2024
2. Council Resolution Special Assessments 08.15.2024 (1)

# SPECIAL ASSESSMENTS REPORT 08/15/2024 - PAGE 1

| Parcel ID | Site Address | Owner Name | Date of Work | Service Type | Service Fee | Admin Fee | Assess Fee | Total Fee |
|---|---|---|---|---|---|---|---|---|
| 0825276025 | 0825276025 | Oak Creek Development Inc | 05/13/2024 | Vegetation - Grass/Weeds | $81.32 | $75.00 | $50.00 | $206.32 |
| 0834328017 | 0834328017 | Causse Brian M or Lisa D | 04/23/2024 | Vegetation - Grass/Weeds | $81.32 | $75.00 | $50.00 | $206.32 |
| 0834328017 | 0834328017 | Causse Brian M or Lisa D | 05/13/2024 | Vegetation - Grass/Weeds | $248.25 | $150.00 | $50.00 | $448.25 |
| 0835410016 | 103 E 6th St | Morris Albert E or Shannon M | 05/14/2024 | Nuisance | $222.08 | $75.00 | $50.00 | $347.08 |
| 0835410016 | 103 E 6th St | Morris Albert E or Shannon M | 05/14/2024 | Vegetation - Grass/Weeds | $240.62 | $75.00 | $50.00 | $365.62 |
| 1302154004 | 1112 W 3rd St | Salek Courtney | 05/17/2024 | Nuisance | $102.40 | $150.00 | $50.00 | $302.40 |
| 1310233009 | 1114 Nebraska St | Morse Mary F | 04/22/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 1310233009 | 1114 Nebraska St | Morse Mary F | 05/06/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 1310233009 | 1114 Nebraska St | Morse Mary F | 05/13/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 1310233009 | 1114 Nebraska St | Morse Mary F | 05/20/2024 | Vegetation - Grass/Weeds | $59.19 | $150.00 | $50.00 | $259.19 |
| 0835352005 | 112 Roscoe Ave | Sluts Christina Marie Reid & Reid Alan James | 04/23/2024 | Vegetation - Grass/Weeds | $38.50 | $150.00 | $50.00 | $238.50 |
| 0835352005 | 112 Roscoe Ave | Sluts Christina Marie Reid & Reid Alan James | 05/06/2024 | Vegetation - Grass/Weeds | $59.19 | $150.00 | $50.00 | $259.19 |
| 0835352005 | 112 Roscoe Ave | Sluts Christina Marie Reid & Reid Alan James | 05/15/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 0835352005 | 112 Roscoe Ave | Sluts Christina Marie Reid & Reid Alan James | 05/20/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 0835181004 | 114 E Fulliam Ave | Federal Home Loan Mortgage Corporation | 05/09/2024 | Vegetation - Grass/Weeds | $118.38 | $150.00 | $50.00 | $318.38 |
| 0835180007 | 1200 Iowa Ave | TICO Investments LLC | 05/03/2024 | Vegetation - Grass/Weeds | $278.13 | $75.00 | $50.00 | $403.13 |
| 1310235003 | 1204 Kansas St | Skuared Properties LLC | 04/29/2024 | Nuisance | $91.00 | $75.00 | $50.00 | $216.00 |
| 0825382014 | 1499 Washington St | Bradley Ryan Patrick | 05/20/2024 | Vegetation - Grass/Weeds | $250.00 | $75.00 | $50.00 | $375.00 |
| 1302156006 | 1504 Hershey Ave | RCN LLC | 05/14/2024 | Nuisance | $77.00 | $75.00 | $50.00 | $202.00 |
| 0834176009 | 1632 Beach Cir | Jenkins Mendi | 04/22/2024 | Vegetation - Grass/Weeds | $78.44 | $75.00 | $50.00 | $203.44 |
| 0834176009 | 1632 Beach Cir | Jenkins Mendi | 05/06/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 0834176009 | 1632 Beach Cir | Jenkins Mendi | 05/14/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 0834176009 | 1632 Beach Cir | Jenkins Mendi | 05/20/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 0825177031 | 1707 Lincoln Blvd | Trevino Jesse P or Elda R | 06/21/2024 | Rental - Second Reinspection | $60.00 | $25.00 | $50.00 | $135.00 |
| 1310276009 | 1815 Schley Ave | Mccormick Timothy M or Mindy S | 04/22/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 1310276009 | 1815 Schley Ave | Mccormick Timothy M or Mindy S | 05/03/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 1310276009 | 1815 Schley Ave | Mccormick Timothy M or Mindy S | 05/13/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 1310276009 | 1815 Schley Ave | Mccormick Timothy M or Mindy S | 05/20/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 1303278005 | 1816 Hershey Ave | Causey Amber C | 04/29/2024 | Nuisance | $56.01 | $75.00 | $50.00 | $181.01 |
| 1303452007 | 2003 Breese Ave | Residential Equity Partners LLC | 04/22/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 1303452007 | 2003 Breese Ave | Residential Equity Partners LLC | 05/02/2024 | Vegetation - Grass/Weeds | $49.56 | $150.00 | $50.00 | $249.56 |
| 1303452007 | 2003 Breese Ave | Residential Equity Partners LLC | 05/13/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 1303452007 | 2003 Breese Ave | Residential Equity Partners LLC | 05/20/2024 | Vegetation - Grass/Weeds | $59.19 | $150.00 | $50.00 | $259.19 |
| 0834454022 | 2203 Lucas St | Epperly Glenn M | 04/23/2024 | Vegetation - Grass/Weeds | $38.50 | $150.00 | $50.00 | $238.50 |
| 0834454022 | 2203 Lucas St | Epperly Glenn M | 05/06/2024 | Vegetation - Grass/Weeds | $78.44 | $150.00 | $50.00 | $278.44 |
| 0834454022 | 2203 Lucas St | Epperly Glenn M | 05/14/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 0834454022 | 2203 Lucas St | Epperly Glenn M | 05/20/2024 | Vegetation - Grass/Weeds | $38.50 | $150.00 | $50.00 | $238.50 |

## SPECIAL ASSESSMENTS REPORT 08/15/2024 - PAGE 2

| Parcel ID | Site Address | Owner Name | Date of Work | Service Type | Service Fee | Admin Fee | Assess Fee | Total Fee |
|---|---|---|---|---|---|---|---|---|
| 0835483017 | 225 E 2nd St | AKA Properties LLC | 06/13/2024 | Rental - Failure to Show for Inspection | $120.00 | $25.00 | $50.00 | $195.00 |
| 1310252002 | 25 Gas Lantern Sq | Humble Elite LLC | 05/24/2024 | Nuisance | $187.00 | $150.00 | $50.00 | $387.00 |
| 0828429030 | 2702 Spinning Wheel Ct | Moore Kennie | 05/23/2024 | Vegetation - Grass/Weeds | $173.00 | $75.00 | $50.00 | $298.00 |
| 1310252002 | 31 Gas Lantern Sq | Humble Elite LLC | 05/02/2024 | Nuisance | $1,189.40 | $150.00 | $50.00 | $1,389.40 |
| 1310252002 | 34 Gas Lantern Sq | Humble Elite LLC | 04/29/2024 | Nuisance | $520.20 | $150.00 | $50.00 | $720.20 |
| 1310252002 | 35 Gas Lantern Sq | Humble Elite LLC | 04/25/2024 | Nuisance | $56.01 | $75.00 | $50.00 | $181.01 |
| 0835179006 | 400 Bartlett St | Guevara Santiago | 05/02/2024 | Nuisance | $39.37 | $75.00 | $50.00 | $164.37 |
| 0835179006 | 400 Bartlett St | Guevara Santiago | 05/14/2024 | Nuisance | $89.00 | $150.00 | $50.00 | $289.00 |
| 0834328008 | 405 Kindler Ave | Crawford David L | 04/23/2024 | Nuisance | $45.50 | $150.00 | $50.00 | $245.50 |
| 0835435010 | 417 Mulberry Ave | Perales Valentin S or San Juana | 04/25/2024 | Nuisance | $175.14 | $75.00 | $50.00 | $300.14 |
| 0835435010 | 417 Mulberry Ave | Perales Valentin S or San Juana | 05/17/2024 | Nuisance | $57.75 | $150.00 | $50.00 | $257.75 |
| 0835457005 | 418 Iowa Ave | TICO Investments LLC | 06/06/2024 | Rental - Second Reinspection | $60.00 | $25.00 | $50.00 | $135.00 |
| 0835428019 | 511 E 6th St | RCN LLC | 06/14/2024 | Rental - Failure to Show for Inspection | $360.00 | $25.00 | $50.00 | $435.00 |
| 1320301007 | 5111 59th Ave W | JL Watts Co | 04/22/2024 | Vegetation - Grass/Weeds | $77.00 | $75.00 | $50.00 | $202.00 |
| 1320301007 | 5111 59th Ave W | JL Watts Co | 05/03/2024 | Vegetation - Grass/Weeds | $77.00 | $150.00 | $50.00 | $277.00 |
| 1320301007 | 5111 59th Ave W | JL Watts Co | 05/14/2024 | Vegetation - Grass/Weeds | $77.00 | $150.00 | $50.00 | $277.00 |
| 1302154009 | 519 Main St | Billick Kole | 04/30/2024 | Nuisance | $201.40 | $150.00 | $50.00 | $401.40 |
| 0835430001 | 519 Orange St | Mccormick Jeremy E & Leakey Laura | 04/23/2024 | Vegetation - Grass/Weeds | $38.50 | $150.00 | $50.00 | $238.50 |
| 0835430001 | 519 Orange St | Mccormick Jeremy E & Leakey Laura | 05/06/2024 | Vegetation - Grass/Weeds | $59.19 | $150.00 | $50.00 | $259.19 |
| 0835430001 | 519 Orange St | Mccormick Jeremy E & Leakey Laura | 05/15/2024 | Vegetation - Grass/Weeds | $39.94 | $150.00 | $50.00 | $239.94 |
| 0825309011 | 608 Jackson St | Trevino Jesse P or Elda R | 06/07/2024 | Rental - Second Reinspection | $60.00 | $25.00 | $50.00 | $135.00 |
| 1303480011 | 709 Grandview Ave | ARG WO9PSLB001 LLC | 05/26/2024 | Vegetation - Grass/Weeds | $308.00 | $75.00 | $50.00 | $433.00 |
| 0835288011 | 713 Mulberry Ave | Walker Melissa | 04/23/2024 | Vegetation - Grass/Weeds | $38.50 | $75.00 | $50.00 | $163.50 |
| 0835288011 | 713 Mulberry Ave | Walker Melissa | 05/06/2024 | Vegetation - Grass/Weeds | $38.50 | $150.00 | $50.00 | $238.50 |
| 0835288011 | 713 Mulberry Ave | Walker Melissa | 05/14/2024 | Vegetation - Grass/Weeds | $38.50 | $150.00 | $50.00 | $238.50 |
| 0835355006 | 842 Newell Ave | Rogers M Janell | 04/29/2024 | Nuisance | $71.01 | $75.00 | $50.00 | $196.01 |

| | | | | |
|---|---|---|---|---|
| **Grand Totals by Fee Type:** | **$7,433.03** | **$7,475.00** | **$3,150.00** | **$18,058.03** |

| | | |
|---|---|---|
| **Grand Totals by Service Type:** | **Nuisance Services** | **$5,780.27** |
| | **Rental Services** | **$1,035.00** |
| | **Vegetation Services** | **$11,242.76** |

RESOLUTION NO. _____

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____.

_____
Brad Bark, Mayor

ATTEST:

_____
Carol Webb, City Administrator

# City of Muscatine

ITEM NUMBER 2024-0362

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Brian Stineman, Public Works Director

**SUBJECT**

Resolution Setting a Public Hearing for September 5, 2024, at 6:00 PM at City Hall Council Chambers, to Discuss Proposed Changes to Title 2, Chapter 2-1 of City Code, regarding Airport Advisory Commission Term Limits.

**EXECUTIVE SUMMARY**

Presented for City Council's consideration is a resolution setting a public hearing for September 5, 2024, at 6:00 pm at City Hall Council Chambers, to discuss proposed changes to Title 2, Chapter 2-1 Of City Code, regarding Airport Advisory Commission term limits.

**STAFF RECOMMENDATION**

Adopt the resolution

**BACKGROUND/DISCUSSION**

The Airport Advisory Commission has requested to remove the term limit language from the city code to allow residents who wish to serve on the committee to serve without limit. This is in an effort to keep highly informed users of the airport on the Commission without worry of having them leave on a predetermined timeline. The City Council representative on this commission has received consensus from the council to bring this item forward. This resolution sets the time and place for the public hearing on the proposal.

**CITY FINANCIAL IMPACT**

N/A

**ATTACHMENTS**

1. Public Hearing Resolution Title 2, Chapter 2-1 (2)
2. Public Notice for Public Hearing Code Change Title 2 Ch. 2-1

# *RESOLUTION NO. _2024-0362_____*

**SET TIME AND PLACE FOR PUBLIC HEARING ON THE PROPOSED CHANGES TO TITLE 2, CHAPTER 2-1 OF CITY CODE, REGARDING AIRPORT ADVISORY COMMISSION TERM LIMITS**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the proposed changes to city code;

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

SECTION I: On September 5, 2024 at 6:00 p.m. in the City Council Chambers at City Hall, Muscatine, Iowa, this Council shall hold a public hearing of the proposed changes to Title 2, Chapter 2-1 of City Code regarding Airport Advisory Commission term limits.

SECTION II: The City Clerk shall give notice of such public hearing by publication of a notice in the Muscatine Journal not less than four (4) nor more than twenty (20) days prior to the date set for the hearing. The notice shall be in the following form:

(NOTICE OF PUBLIC HEARING ATTACHED)

PASSED, APPROVED, AND ADOPTED THIS 15th DAY OF AUGUST, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____
Brad Bark, Mayor

ATTEST:

_____
Cinda Hilger, Deputy City Clerk

## *PUBLIC NOTICE*

**NOTICE OF TIME AND PLACE OF PUBLIC HEARING**
**ON THE PROPOSED CHANGES TO TITLE 2, CHAPTER 2-1 OF CITY CODE**

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa will hold a Public Hearing to hear objections to proposed changes to Title 2, Chapter 2-1 of City Code. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on September 5, 2024 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

_____
A.R.Kies, Interim City Administrator

# City of Muscatine

ITEM NUMBER 2024-0366

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Nancy Lueck, Finance Director

**SUBJECT**

Resolutions for Change of Authorized Signers for City Bank Accounts

**EXECUTIVE SUMMARY**

The City has checking, money market and savings accounts with Midwest One Bank, CBI Bank and Trust, and Community Bank. The authorized signers for the City's checking accounts are the Mayor and City Administrator. For investments and bank transfers the authorized individuals are the Finance Director, the Accounting Supervisor, and the City Administrator.

With the change to the Interim City Administrator in August of 2024, new corporate resolutions are required with each bank to update the authorized individuals on the respective bank accounts. It should be noted that the actual resolutions include protected information (bank account numbers, social security numbers, etc.), so the resolutions will not be attached to the Council agenda item.

**STAFF RECOMMENDATION**

Staff recommends approval of the Resolutions

**BACKGROUND/DISCUSSION**

The City uses electronic signatures on checks issued by the City. The authorized signers for the City's checking accounts are the Mayor and City Administrator. With the change to the Interim City Administrator effective in August of 2024, new corporate resolutions are required with each bank to update the authorized individuals on the respective bank accounts. It should be noted that the actual resolutions include protected information (bank account numbers, social security numbers, etc.), so the resolutions will not be attached to the Council agenda item.

**CITY FINANCIAL IMPACT**

None

**ATTACHMENTS**

# City of Muscatine

ITEM NUMBER 2024-0368

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

**SUBJECT**

Resolution Accepting Completed Work by Hagerty Earthwork LLC for the West Hill Sewer Separation Project Phase 5A and 5B, and Authorizing Release of Retainage in the Amount of $316,593.26

**EXECUTIVE SUMMARY**

This is a resolution accepting completed work by Hagerty Earthwork LLC of Muscatine on the West Hill Sewer Separation Project Phase 5A and 5B, and authorizing release of retainage in the amount of $316,593.26. This resolution also states that an immediate payment of $167,407.47 will be made. This payment is for change order number 6.

**STAFF RECOMMENDATION**

Staff recommends adoption of the resolution.

**BACKGROUND/DISCUSSION**

The city entered into a contract with Hagerty Earthwork LLC of Muscatine, Iowa, to construct phase 5 of the west hill sewer separation project. This construction took place from May of 2021 through January of 2024 on 8th St, Lucas St, Climer St, High St, and the surrounding area. There were a number of delays and hurdles encountered throughout construction as well as a number of requests by the contractor at the end of construction. These requests have been settled and staff now recommend accepting the project and releasing the retainage. Initial bid amount was $6,029,957.45 and the end project total was $6,331,865.19.

**CITY FINANCIAL IMPACT**

Funds for this project are provided by the Local Option Sales Tax

**ATTACHMENTS**

1. compwork.resolution

## *RESOLUTION NO. _____*

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED UNDER**

**THE WEST HILL SEWER**
**SEPARATION PHASE 5 PROJECT**
**AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the West Hill Sewer Separation Phase 5 Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with Hagerty Earthworks, LLC. for $6,029,957.45 with six change orders, for a total contract amount of $6,331,865.19; and

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

WHEREAS, the amount of $5,847,864.46 has been previously paid to Hagerty Earthworks, LLC. and a balance of $484,000.73 including 5% retainage remains due and payable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of $167,407.47 to Hagerty Earthworks, LLC. for completed and accepted work under the Grandview Avenue Sidewalk Extension Project, thereafter make an additional payment of $316,593.26 which represents the 5% retainage thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 15th DAY OF AUGUST, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Brad Bark, Mayor

_____
Carol Webb, City Clerk

# City of Muscatine

ITEM NUMBER 2024-0369

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**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

**SUBJECT**

Resolution Approving Contract and Bond for the Muscatine Indoor Sports Complex Project.

**EXECUTIVE SUMMARY**

The City of Muscatine staff, the community design team and the project engineering firm of ISG have developed the plans and specifications for the Muscatine Indoor Sports Complex. The Muscatine City Council held a public hearing and approved the plans and specifications on June 20, 2024. Additionally, the City Council awarded the project contract to the Merit Construction Company on August 1, 2024.

**STAFF RECOMMENDATION**

City staff and the project engineering team evaluated the submitted proposals and the contract and bond and found them to be responsive and responsible and recommend approval of the Resolution Approving Contract and Bond to the Merit Construction Company for the Muscatine Indoor Sports Complex. The Performance and Payment Bond are with the Amerisure Mutual Insurance Company.

**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) |
| 68,000 | Available Funds from Sale of Property (Hershey/Houser) |
| $1,830,300 | |

**ATTACHMENTS**

1. Resolution Approving Contract and Bond for the Muscatine Indoor Sports Complex Project
2. Performance & Payment Bond - Muscatine Indoor Sports Complex - Signed
3. 29721 Muscatine Indoor Sports Complex A101 Agreement Updated

**RESOLUTION 2024-0369**

**APPROVING CONTRACT AND BOND**
**MUSCATINE INDOOR SPORTS COMPLEX PROJECT**

WHEREAS, this Council has awarded the contract for the Muscatine Indoor Sports Complex Project to Merit Construction Company, dated the 1st day of August 2024 in the amount of $6,954,600.00; and

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

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

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa, and Merit Construction Company, dated the 1st day of August 2024 in the amount of $6,954,600.00, is approved.

2. The performance and payment bond accompanying such contract, wherein Merit Construction Company appears as principal and Amerisure Mutual Insurance Company appears as surety, is approved.

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

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF AUGUST, 2024.

_____
Dr. Brad Bark, Mayor

ATTEST:

_____
Carol Webb, City Administrator

Bond # 8054069

# AIA® Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**
*(Name, legal status and address)*
Merit Construction Company
1000 29th Ave SW
Cedar Rapids, IA 52404

**OWNER:**
*(Name, legal status and address)*
City of Muscatine
215 Sycamore
Muscatine, IA 52761

**SURETY:**
*(Name, legal status and principal place of business)*
Amerisure Mutual Insurance Company
26777 Halsted Road
Farmington Hills, MI 48331

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**
Date:

Amount: $6,954,600

Description:
*(Name and location)*
Muscatine Indoor Sports Complex, Muscatine, IA
Construction of a new air-supported fabric structure and related work.

**BOND**
Date: TBD
*(Not earlier than Construction Contract Date)*

Amount: $6,954,600

Modifications to this Bond: ☒ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
Merit Construction Company
Signature:
Name and Title: Kelly Edmonds President

**SURETY**
Company: *(Corporate Seal)*
Amerisure Mutual Insurance Company
Signature:
Name and Title: Kurt Feller Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**
TrueNorth Companies LC
500 First Street SE
Cedar Rapids, Iowa 52401
319-364-5193

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address | | Address | |

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Bond # 8054069

# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**
*(Name, legal status and address)*
Merit Construction Company
1000 29th Ave SW
Cedar Rapids, IA 52404

**OWNER:**
*(Name, legal status and address)*
City of Muscatine
215 Sycamore
Muscatine, IA 52761

**SURETY:**
*(Name, legal status and principal place of business)*
Amerisure Mutual Insurance Company
26777 Halsted Road
Farmington Hills, MI 48331

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**
Date:

Amount: $6,954,600

Description:
*(Name and location)*
Muscatine Indoor Sports Complex, Muscatine, IA
Construction of a new air-supported fabric structure and related work.

**BOND**
Date: TBD
*(Not earlier than Construction Contract Date)*

Amount: $6,954,600

Modifications to this Bond: ☒ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
Merit Construction Company
Signature:
Name and Title: Kelly Edmonds President

**SURETY**
Company: *(Corporate Seal)*
Amerisure Mutual Insurance Company
Signature:
Name and Title: Kurt Feller Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**
TrueNorth Companies LC
500 First Street SE
Cedar Rapids, Iowa 52401
319-364-5193

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address | | Address | |

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**AMERISURE MUTUAL INSURANCE COMPANY**
**AMERISURE INSURANCE COMPANY**
**AMERISURE PARTNERS INSURANCE COMPANY**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

LUKAS SCHRODER, KURT FELLER, ROBERT L. KOLLSMITH,
JASON D. SMITH, JAMES M. SMITH and DORA B. STEVENS

of TrueNorth Companies, LC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company**
**Amerisure Insurance Company**
**Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2025

M.Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____ 2024.

Christopher M. Spaude, Chief Financial Officer & Treasurer

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Sixth day of August in the year Two Thousand Twenty-Four
*(In words, indicate day, month and year.)*

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

City of Muscatine
215 Sycamore, Muscatine, IA 52761

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

Merit Construction Company
1000 29th Avenue SW, Cedar Rapids, IA 52404

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

Muscatine Indoor Sports Complex
Muscatine, IA
Construction of a new air-supported fabric structure and related Work indicated in the drawings and specifications.

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

I&S Group, Inc. (dba ISG)
217 East 2nd Street, Suite 110, Des Moines, IA 50309
Telephone Number: 952-426-0688

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.


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**TABLE OF ARTICLES**

**1 THE CONTRACT DOCUMENTS**

**2 THE WORK OF THIS CONTRACT**

**3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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**9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

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

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed.

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

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**



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**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

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

[ X ] By the following date: 196 days from the working day following issuance of the Notice to Proceed.

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

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

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Nine Hundred and Fifty-Four Thousand Six Hundred Dollars and Zero Cents ($ 6954600.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| Alternate No. 1 | Add $265,300.00 |

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|

**§ 4.4** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| Unit Price No. 1 | Per Cubic Yard | $15.00 |
| Unit Price No. 2 | Per Cubic Yard | $45.00 |

**§ 4.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

**§ 4.6** Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*


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## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, must be approved by the Owner in writing.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*


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User Notes:
(3B9ADA4B)

5%

**§ 5.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

No exceptions

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Not applicable

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

*(Paragraph Deleted)*

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

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

**.2** a final Certificate for Payment has been issued by the Architect.

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

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

1.50 % monthly

**ARTICLE 6 DISPUTE RESOLUTION**
**§ 6.1 Initial Decision Maker**
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*


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**§ 6.2 Binding Dispute Resolution**
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ X ] Other *(Specify)*

Arbitration in accordance with Iowa Arbitration code 679A

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

**ARTICLE 7 TERMINATION OR SUSPENSION**
**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

Not Applicable

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**
**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

City of Muscatine
Dr. Brad Bark
Mayor
215 Sycamore, Muscatine, IA 52761

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

Merit Construction Company
Kelly Edmonds


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President
1000 29th Avenue SW, Cedar Rapids, IA 52404

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

**§ 8.5 Insurance and Bonds**
**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**
**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds
**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction
**.4** Building information modeling exhibit, dated as indicated below:
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

**.5** Drawings

| Number | Title | Date |
|---|---|---|
| Refer to Exhibit C - Sheet Index | | |

**.6** Specifications

| Section | Title | Date | Pages |
|---|---|---|---|
| Refer to Exhibit D - Table of Contents | | | |

**.7** Addenda, if any:


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| Addendum No. 3 | July 17, 2024 | 11 |
| Addendum No. 4 | July 22, 2024 | 1 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8** Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

Not applicable.

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.9** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Exhibit A - Insurance and Bonds
Exhibit B - Merit Construction Company Bid Form
Exhibit C - Sheet Index
Exhibit D - Table of Contents
Exhibit E - General Conditions
Performance Bond - Equal to 100% of the Contract Amount
Payment Bond - Equal to 100% of the Contract Amount

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

| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
|---|---|
| Dr. Brad Bark, Mayor | Kelly Edmonds, President |
| *(Printed name and title)* | *(Printed name and title)* |


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# AIA® Document A101® – 2017 Exhibit A

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Sixth day of August in the year Two Thousand Twenty-Four
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

Muscatine Indoor Sports Complex
Muscatine, IA

**THE OWNER:**
*(Name, legal status and address)*

City of Muscatine
215 Sycamore, Muscatine, IA 52761

**THE CONTRACTOR:**
*(Name, legal status and address)*

Merit Construction Company
1000 29th Avenue SW, Cedar Rapids, IA 52404

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

**TABLE OF ARTICLES**

**A.1 GENERAL**

**A.2 OWNER'S INSURANCE**

**A.3 CONTRACTOR'S INSURANCE AND BONDS**

**A.4 SPECIAL TERMS AND CONDITIONS**

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

### ARTICLE A.2 OWNER'S INSURANCE

#### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### § A.2.2 Liability Insurance

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



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**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|---|---|

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to*


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*the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*


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[ ] **§ A.2.5.2 Other Insurance**

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

| Coverage | Limits |
|---|---|

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) each occurrence, Two Million Dollars and Zero Cents ($ 2000000.00 ) general aggregate, and One Million Dollars and Zero Cents ($ 1000000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

**.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

**.2** personal injury and advertising injury;

**.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

**.4** bodily injury or property damage arising out of completed operations; and

**.5** the Contractor's indemnity obligations under Section 3.18 of the General Conditions.


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**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- **.1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- **.2** Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- **.3** Claims for bodily injury other than to employees of the insured.
- **.4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- **.5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- **.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- **.7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- **.8** Claims related to roofing, if the Work involves roofing.
- **.9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- **.10** Claims related to earth subsidence or movement, where the Work involves such hazards.
- **.11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1000000.00 ) each accident, One Million Dollars and Zero Cents ($ 1000000.00 ) each employee, and One Million Dollars and Zero Cents ($ 1000000.00 ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) per claim and One Million Dollars and Zero Cents ($ 1000000.00 ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) per claim and One Million Dollars and Zero Cents ($ 1000000.00 ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) per claim and One Million Dollars and Zero Cents ($ 1000000.00 ) in the aggregate.


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**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) per claim and One Million Dollars and Zero Cents ($ 1000000.00 ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00 ) per claim and One Million Dollars and Zero Cents ($ 1000000.00 ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*


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| Coverage | Limits |
|---|---|

**§ A.3.4 Performance Bond and Payment Bond**
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | |
| Performance Bond | |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:


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**User Notes:**

**SECTION 00 4100**
**BID FORM**

**MUSCATINE**
**INDOOR SPORTS COMPLEX**
**MUSCATINE, IOWA**
**ISG NO. 23-29721**

Merit Construction Company — July 23, 2024
Submitted By (Company Name) — Date

Ladies and Gentlemen:

The undersigned being familiar with the conditions; having made a field inspection and investigation I/we deem necessary; having studied the Plans and Specifications for the work, and being familiar with all factors and other conditions affecting the work and cost thereof, hereby propose to furnish all labor, tools, materials, skills, equipment, building permit, other fees and permits, and all else necessary to completely construct the project in accordance with the Plans and Specifications as prepared by ISG, 217 East 2nd Street, Suite 110, Des Moines, Iowa 50309 for the prices as entered on the following pages of this proposal.

I/We hereby certify that I am/we are the only person, persons, firm or corporation interested in this proposal as principals and that it is made without collusion with any person, firm or corporation.

It is understood that the following Bid/Bids shall include all necessary materials, labor, supervision, machinery, equipment, tools, bracing, false work and other means of construction, including all necessary tests incidental to such installation.

I/We guarantee all of the work performed under this contract shall be done in accordance with the drawings and specifications, in a good and workmanlike manner, and to redo or repair any work which may be rejected due to defective materials or workmanship, prior to the final acceptance of the project, by the Project Architect and the Owner.

I/We propose to begin work and to prosecute the work so as to complete the same as indicated.

BASE BID: Construction of a new air-supported fabric structure and related Work indicated in the drawings and specifications for the Sum of:

Six Million Six Hundred Eighty Nine Thousand Three Hundred Dollars

( $6,689,300 )

ALTERNATE NO. 1: Addition of four (4) volleyball courts, including narrowing the turf and widening the cement, and modifying the dome structure to have steeper sides to accommodate the new courts for the Sum of:

(Add) (Deduct) Two Hundred Sixty Five Thousand Three Hundred Dollars

( $265,300.00 )

UNIT PRICE NO. 1: Bidders shall include a unit price per cubic yard for overexcavation of unsuitable soils encountered at subgrade elevation or in the foundation excavations.
$ $15.00 Price per cubic yard.

UNIT PRICE NO. 2: Bidders shall include a unit price per cubic yard for backfilling with suitable materials or lowering of the foundations to suitable bearing materials. $ $45.00 Price per cubic yard.

CONTRACT TIME: If this Bid is accepted, I/we will:

Commence work as soon as possible after Receipt of Notice to Proceed and shall complete the Work by the time indicated per Section 00 7300 - Supplementary Conditions.

BID SECURITY - CONTRACTS: A properly executed bid bond of a sum no less than five percent (5%) of the base bid amount or a certified check in the amount of $_____ equal to no less than five percent (5%) of the base bid amount accompanies this proposal.

It is understood that bids may not be withdrawn for a period of 30 days after the date and time set for the opening of bids. It is understood that the Owner reserves the right to retain the bid security of the bidders for a period not to exceed 30 days after the date set for the opening of bids.

Acknowledgement or Receipt of Addendum (if issued)

Received Addendum No. 1, dated July 3, 2024

Received Addendum No. 2, dated July 12, 2024

Received Addendum No. 3, dated July 17, 2024

Received Addendum No. 4, dated July 22, 2024

**(A CORPORATION)**

**(A LIMITED PARTNERSHIP)**

**(A GENERAL PARTNERSHIP)**

**(A SOLE PROPRIETORSHIP)**

(CIRCLE ONE OR INDICATE COMPANY OWNERSHIP STRUCTURE TYPE ABOVE)

**COMPANY NAME:** Merit Construction Company

**ADDRESS:** 1000 29th Avenue SW

Cedar Rapids, IA 52404

**SUBMITTED BY:** Kelly Edmonds

(PRINT OR TYPE NAME)

**TITLE:** President

**PHONE NUMBER:** _1_(__319__)__364__-__1974_____

**FAX NUMBER:** _1_(__319__)__368__-__6690_____

**E-MAIL ADDRESS:** kedmonds@iabuilder.com

**SIGNATURE:** _____

**END OF SECTION**

# SHEET INDEX

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B. NOTE: APPLICABLE PORTIONS OF THE “URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS” WITH ALL LATEST REVISIONS SHALL APPLY TO THIS PROJECT.

C. WHERE THERE MAY BE A VARIATION BETWEEN THE PLANS, THE BIDDING INFORMATION, CONTRACT PROVISIONS AND THE REFERENCED URBAN STANDARD SPECIFICATIONS, THE ORDER OF PRECEDENCE SHALL BE:

1. RECOMMENDED STANDARDS FOR WATER WORKS (10 STATES STANDARDS), 2018 EDITION.

2. RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES (10 STATES STANDARDS), 2014 EDITION.

3. STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), 2024 EDITION.

4. DETAILED PLANS.

5. QUANTITY AND ESTIMATE REFERENCE.

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# AIA® Document A201® – 2007

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*
Muscatine Indoor Sports Complex
Muscatine, IA

**THE OWNER:**
*(Name, legal status and address)*
City of Muscatine
215 Sycamore, Muscatine, IA 52761

**THE ARCHITECT:**
*(Name, legal status and address)*
I&S Group, Inc. (dba ISG)
217 East 2nd Street, Suite 110, Des Moines, IA 50309

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.


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**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or


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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.


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**§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other


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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

**§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.6 TAXES**

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

**§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

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

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume


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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.


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**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**
**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be


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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**§ 3.13 USE OF SITE**

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

**§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

**§ 3.15 CLEANING UP**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

**§ 3.16 ACCESS TO WORK**

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

**§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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


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**§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 4 ARCHITECT**

**§ 4.1 GENERAL**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 4.2 ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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


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**§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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


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**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may


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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

**.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

**§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that


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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

**§ 7.1 GENERAL**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

**§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or


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**.4** As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

**.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

**.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

**.5** Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.


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## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

### § 8.2 PROGRESS AND COMPLETION

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.


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**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

**§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;


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**.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
**.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
**.5** damage to the Owner or a separate contractor;
**.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
**.7** repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

**§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended


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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

**§ 9.8 SUBSTANTIAL COMPLETION**

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

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

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

**§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect


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will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.


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**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**
**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.


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**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

**§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction


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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 11.2 OWNER'S LIABILITY INSURANCE**

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

**§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or


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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ 11.3.2 BOILER AND MACHINERY INSURANCE**
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ 11.3.3 LOSS OF USE INSURANCE**
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**§ 11.3.7 WAIVERS OF SUBROGATION**
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the


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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

**§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

**§ 12.2 CORRECTION OF WORK**

**§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

**§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.


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

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

**§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

**§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

**§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.



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**§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

**§ 13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.6 INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

**§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 TERMINATION BY THE CONTRACTOR**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;


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**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

**.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

**.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

**.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

**.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

**.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

**.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.


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**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

**.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**.2** that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**.1** cease operations as directed by the Owner in the notice;

**.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 CLAIMS**

**§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.



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**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 INITIAL DECISION**
**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.


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**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 ARBITRATION**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

**§ 15.4.4 CONSOLIDATION OR JOINDER**

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

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an


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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



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# City of Muscatine

ITEM NUMBER 2024-0370

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Andrew Fangman, Assistant Community Development Director

**SUBJECT**

Resolution Voluntarily Annexing Certain Real Estate to The City of Muscatine, Iowa (Niemann Acres Subdivision)

**EXECUTIVE SUMMARY**

City Council recently approved a combined preliminary/final plat for Niemann Acres, a two-lot subdivision located at 2720 Isett Avenue into two lots. The current City limit line splits both of these new parcels. Angela Niemann, the property owner has submitted an annexation and a severance request that would adjust the Muscatine city limits to align with the boundary between the two proposed lots. The resolution will complete the annexation portion of this request.

**STAFF RECOMMENDATION**

Approve.

**BACKGROUND/DISCUSSION**

The new 2.96-acre Lot 1 contains the existing home and accessory structures. The new 8-acre Lot 2, is intended for the development of a new single-family home.

The Muscatine city limit line runs through the middle of the proposed subdivision. It is proposed that the city limit line be realigned to follow the boundary between the proposed Lot 1 and Lot 2. This would be accomplished by annexing a portion of the proposed Lot 2 into the City of Muscatine and severing a portion of the proposed Lot 1 from the City.

The existing home and structures are currently taxed as if they are solely located within unincorporated Muscatine County, even though the existing home is split by the city limit line.

## CITY FINANCIAL IMPACT

Annexing the entire Lot 2 of the new Niemann Acres Subdivision, where a new home will be constructed, will increase the city's tax base and generate positive financial impact.

## ATTACHMENTS

1. Resolution (1)

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

# RESOLUTION NO. 2024-0370

## VOLUNTARILY ANNEXING CERTAIN REAL ESTATE TO THE CITY OF MUSCATINE, IOWA (NIEMANN ACRES SUBDIVISION)

**WHEREAS,** the City of Muscatine, Iowa, is a duly organized municipal corporation; and

**WHEREAS,** there has been presented to the City Council an Application for Annexation, as required by Iowa Code 368.7 executed by the owners of the real estate to be annexed, said real estate lying adjacent to the existing corporate limits of the City of Muscatine, Iowa, and being described in **Exhibit A** attached hereto; and

**WHEREAS, a** map showing the relationship of the territory to be annexed to the existing boundaries of the City of Muscatine is attached hereto as **Exhibit B**; and

**WHEREAS,** the Planning and Zoning Commission, on June 11, 202\40, voted to recommend approval of the proposed annexation; and:

**WHEREAS,** the City of Muscatine, Iowa, desires to annex said real estate:

**IT IS, THEREFORE RESOLVED BY THE CITY OF MUSCATINE, IOWA, as follows:**

1. The Application of Annexation of the real estate described in the attached **Exhibit C** is approved.

2. The annexed real estate shall be and become part of the City of Muscatine, Iowa, upon receipt of acknowledgement by the Secretary of State for the State of Iowa that it has received the attached map, resolution, and a certificate by the City Clerk that copies of the attached map and this resolution have been filed with the Muscatine County Recorder and the Secretary of State and that copies of this resolution and attached map and legal description have been filed with the Iowa Department of Transportation.

3. The City Clerk shall cause this Resolution and the Exhibits attached hereto to be filed with the Secretary of State, the Muscatine County Recorder, and the Iowa Department of Transportation as required as required by Iowa Code 368.7

**PASSED, APPROVED AND ADOPTED this 13th day of August, 2024.**

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

_____
**Dr. Brad Bark, Mayor**

**Attest:**

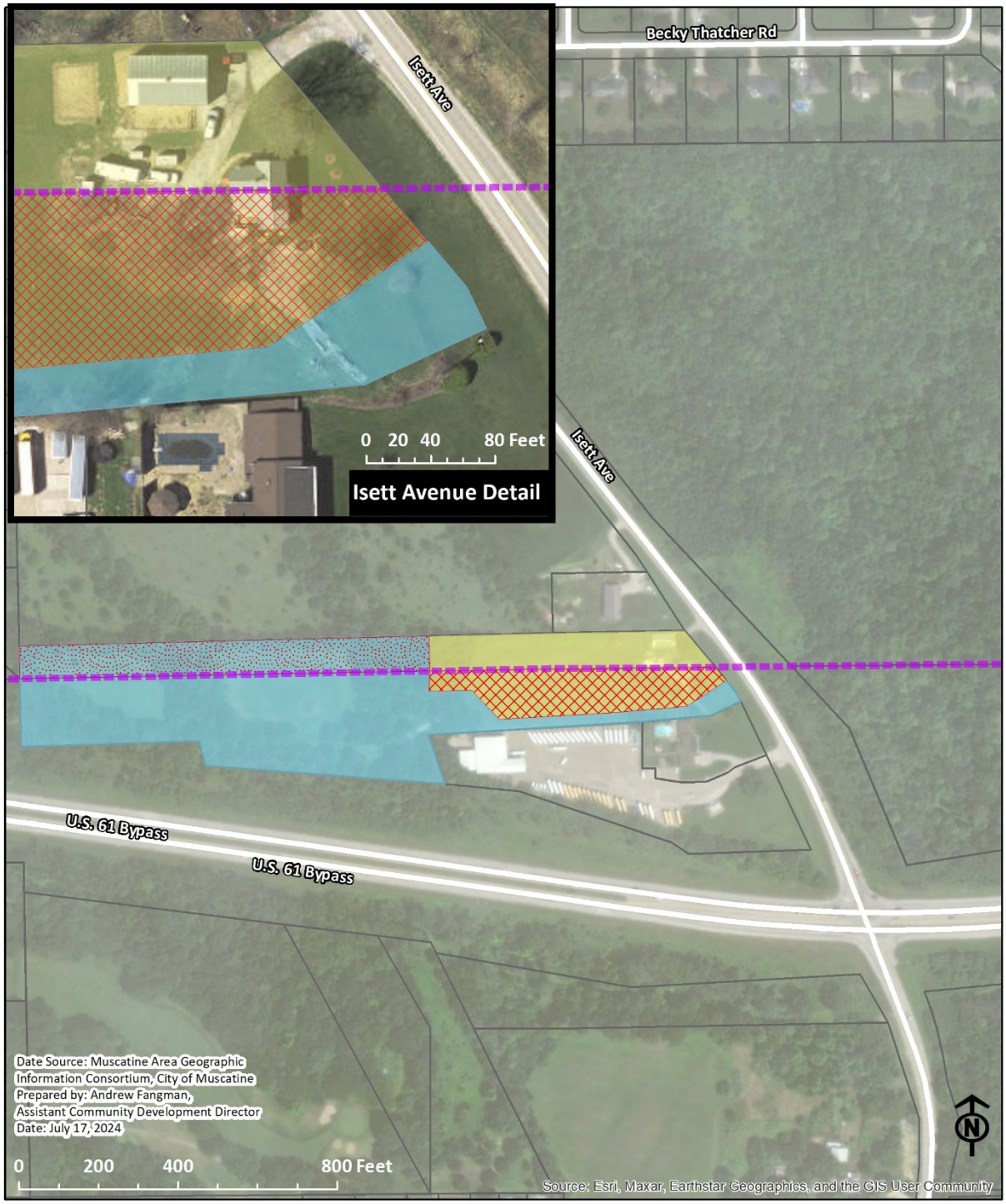
_____
**Carol Webb, City Clerk**

# Exhibit A Voluntary Annexation– Legal Description of Annexation Area

A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA.

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE NORTH 00°16'22" EAST 79.64 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°31'17" EAST 1034.84 FEET; THENCE SOUTH 00°28'43" WEST 87.61 FEET; THENCE NORTH 89°04'41" WEST 1034.58 FEET TO THE POINT OF BEGINNING, CONTAINING 1.99 ACRES.

# Exhibit B Voluntary Annexation– Map of Annexation Area

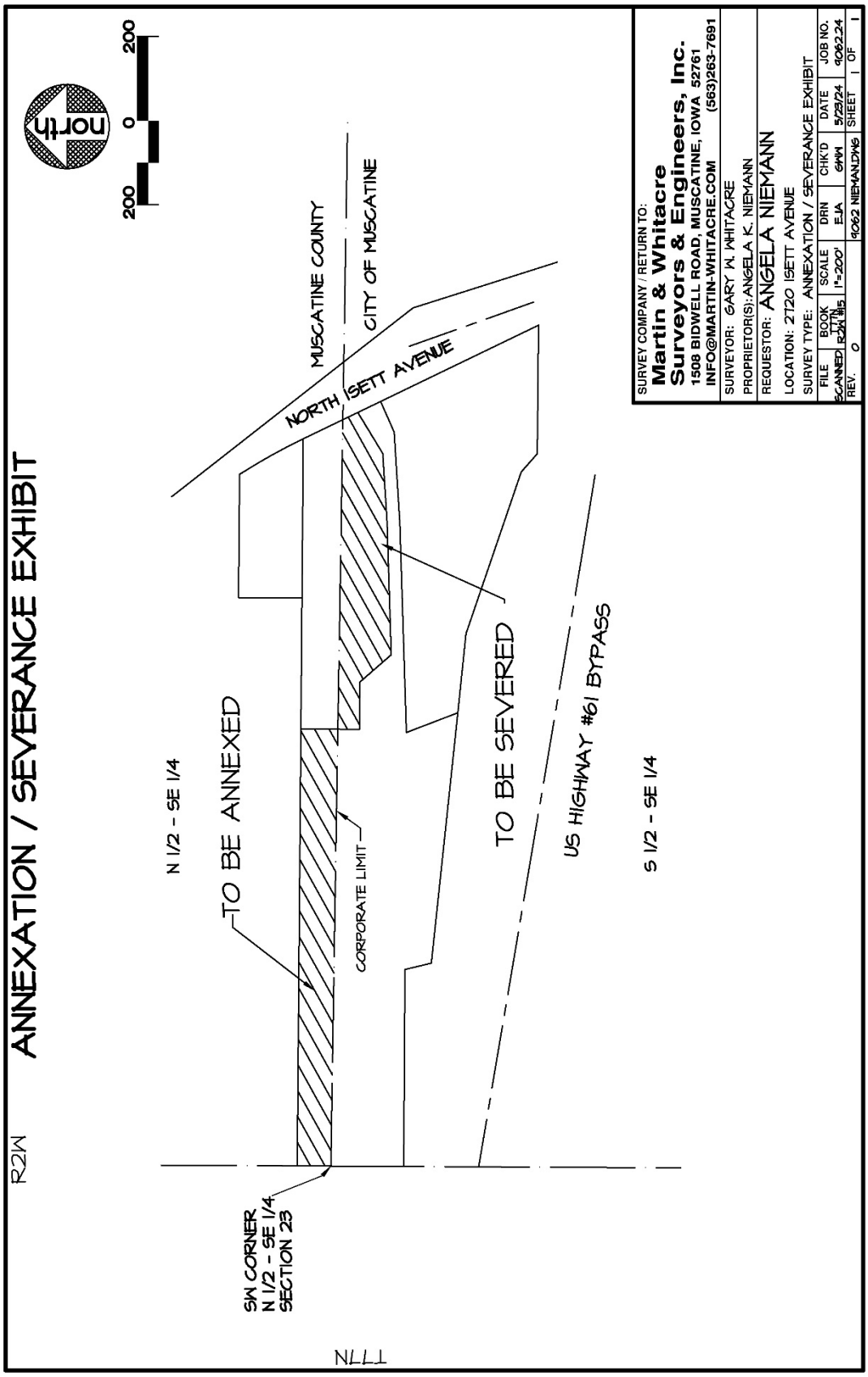



MUSCATINE

**Niemann Acres Annexation & Severance**

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

# Exhibit C Voluntary Annexation– Annexation Request



# City of Muscatine

ITEM NUMBER 2024-0371

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Andrew Fangman, Assistant Community Development Director

**SUBJECT**

Resolution Providing for the Voluntary Severing Certain Real Estate from the City of Muscatine, Iowa (Niemann Acres Subdivision)

**EXECUTIVE SUMMARY**

City Council recently approved a combined preliminary/final plat for Niemann Acres, a two-lot subdivision located at 2720 Isett Avenue into two lots. The current City limit line splits both of these new parcels. Angela Niemann, the property owner has submitted an annexation and a severance request that would adjust the Muscatine city limits to align with the boundary between the two new lots. The resolution will complete the severance portion of this request.

**STAFF RECOMMENDATION**

Approve.

**BACKGROUND/DISCUSSION**

The new 2.96-acre Lot 1 contains the existing home and accessory structures. new 8-acre Lot 2 is intended for the development of a new single-family home.

The Muscatine city limit line runs through the middle of the proposed subdivision. It is proposed that the city limit line be realigned to follow the boundary between the proposed Lot 1 and Lot 2. This would be accomplished by annexing a portion of the proposed Lot 2 into the City of Muscatine and severing a portion of the proposed Lot 1 from the City.

**CITY FINANCIAL IMPACT**

In conjuction with the accompanying annexation request, there will be a net positive finical impact on the City.  The existing home and structures are currently taxed as if they are solely located within unincorporated Muscatine County, even though the existing home is split by the city limit line. Annexing the entire Lot 2 of the new Niemann Acres Subdivision, where a new home will be constructed, will increase the city's tax base.

**ATTACHMENTS**

1. Resolution (2)

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

# RESOLUTION NO. 2024-0371

## PROVIDING FOR THE VOLUNTARY SEVERING CERTAIN REAL ESTATE FROM THE CITY OF MUSCATINE, IOWA (NIEMANN ACRES SUBDIVISION)

**WHEREAS,** the City of Muscatine, Iowa, is a duly organized municipal corporation;

**WHEREAS,** there has been presented to the City Council a request for severance, **attached hereto as Exhibit C**, executed by the owners of the real estate to be severance, said real estate lying adjacent to the existing corporate limits of the City of Muscatine, Iowa, and being described in **Exhibit A** attached hereto;

**WHEREAS,** City Council recently approved a combined preliminary/final plat for Niemann Acres, a two-lot subdivision located at 2720 Isett Avenue into two lots. The current City limit line splits both of these new parcels. Angela Niemann, the property owner has submitted an annexation and a severance request that would adjust the Muscatine city limits to align with the boundary between the two new lots;

**WHEREAS, a** map showing the relationship of the territory to be severed to the existing boundaries of the City of Muscatine is attached hereto as **Exhibit B**;

**WHEREAS,** the Planning and Zoning Commission, on June 11, 2024, voted to recommend approval of the proposed severance; and:

**WHEREAS,** the City of Muscatine, Iowa, desires to severe said real estate:

**IT IS, THEREFORE RESOLVED BY THE CITY OF MUSCATINE, IOWA,** that said described real estate described above be voluntarily severed for the Corporate Limits of the City of Muscatine, to the County of Muscatine, Iowa

**PASSED, APPROVED AND ADOPTED this 15th day of August, 2024.**

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

**Dr. Brad Bark, Mayor**

**Attest:**

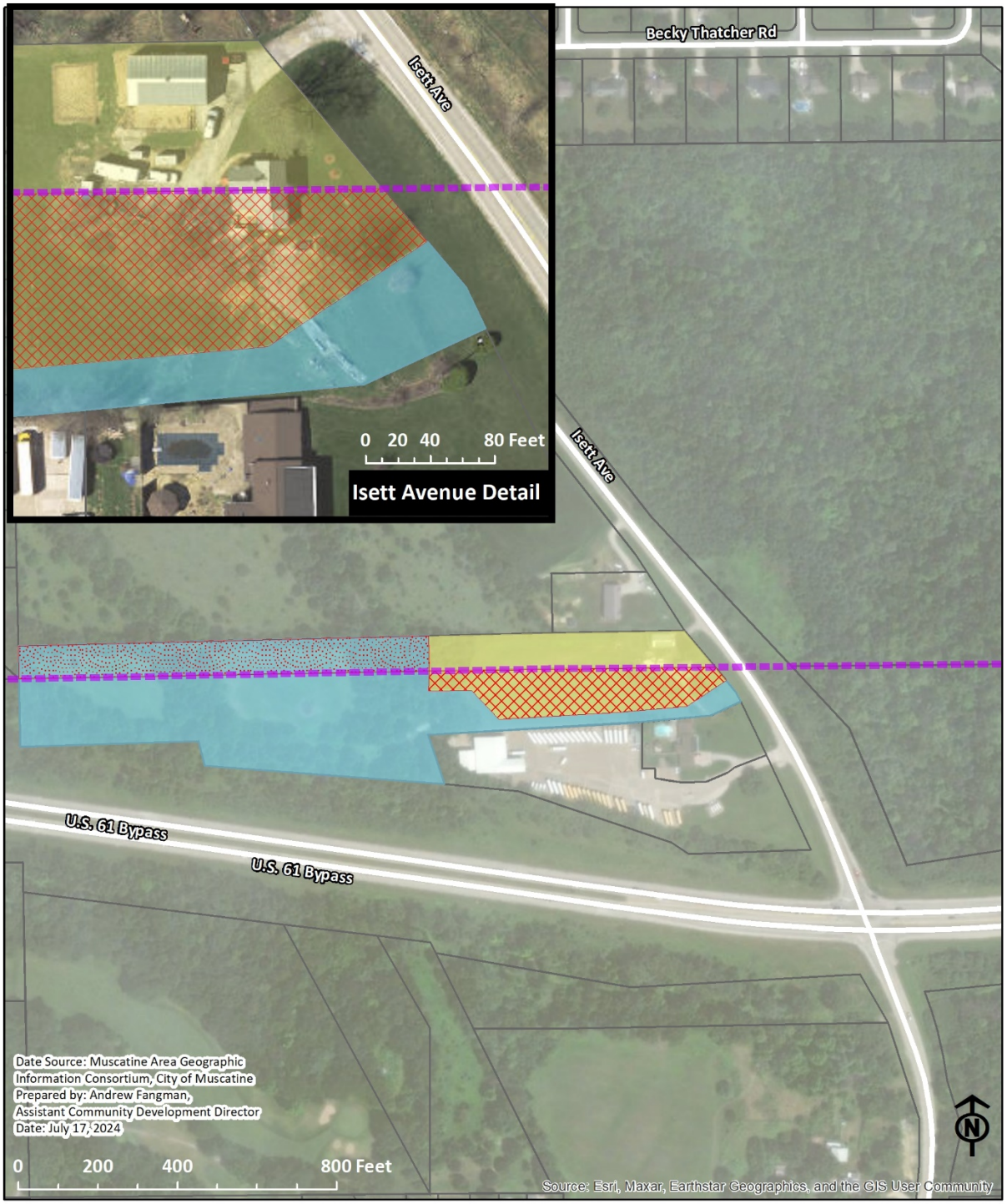
**Carol Webb, City Clerk**

# Exhibit A Voluntary Severance– Legal Description of Severance Area

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF SOUTHEAST QUARTER OF SECTION 23; THENCE SOUTH 89°04'47" EAST 1034.58 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°04'47" EAST 733.20 FEET TO THE OLD CENTERLINE OF ISETT AVENUE; THENCE SOUTH 25°45'18" EAST 39.28 FEET ALONG SAID CENTERLINE; THENCE SOUTH 58°41'12" WEST 113.77 FEET; THENCE SOUTH 86°24'56" WEST 164.04 FEET; THENCE SOUTH 88°11'51" WEST 312.98 FEET; THENCE NORTH 41°00'38" WEST 98.73 FEET; THENCE NORTH 89°31'17" WEST 112.08 FEET; THENCE NORTH 00°28'43" EAST 50.94 FEET TO THE POINT OF BEGINNING, CONTAINING 1.62 ACRES

# Exhibit B Voluntary Severance– Map of Severance Area




MUSCATINE

**Niemann Acres Annexation & Severance**

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

# Exhibit C Voluntary Annexation– Annexation Request

MUSCATINE

**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**

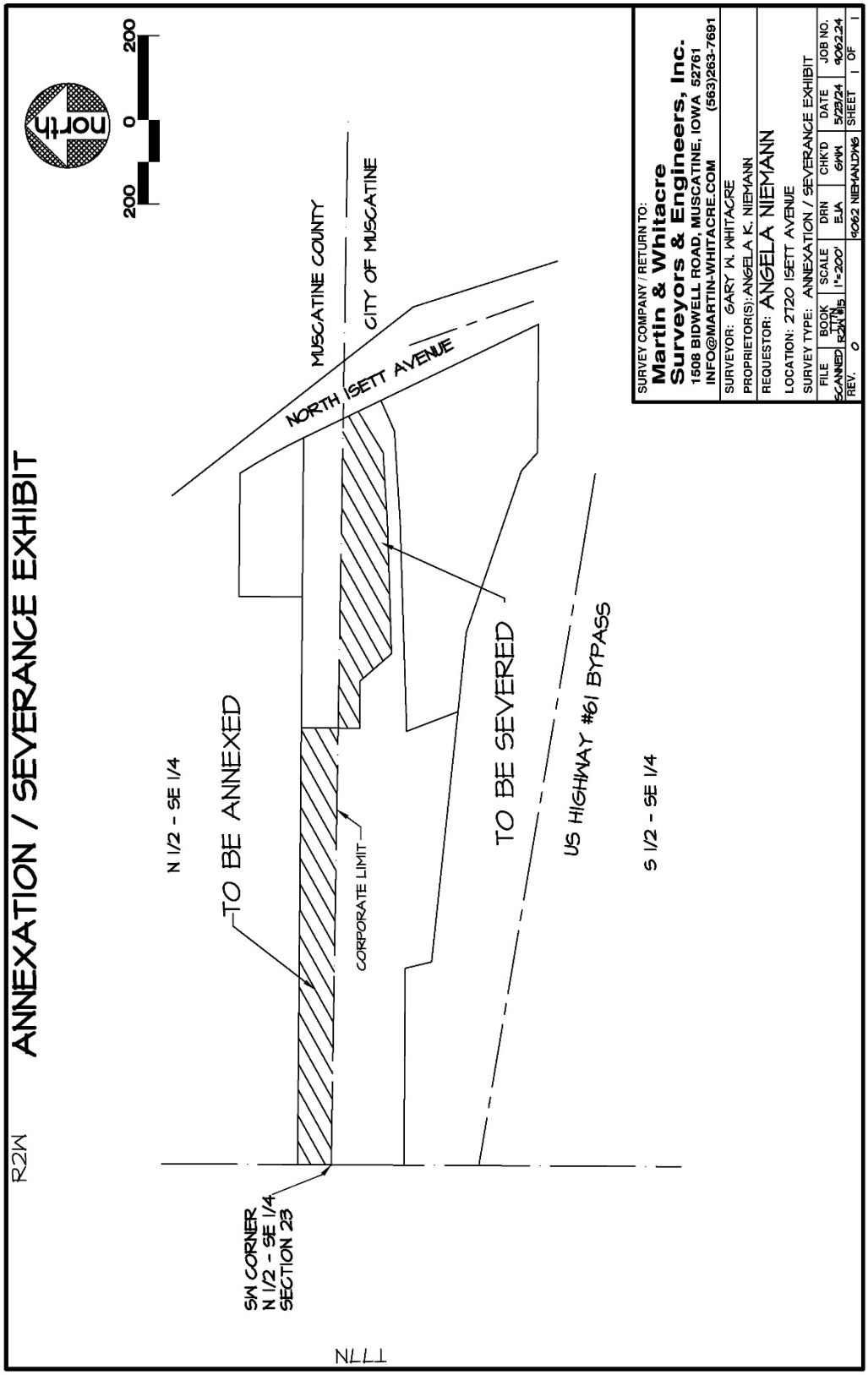
**9062 5-23EA EXHIBIT ANNEX SEVERE.pdf**
75K

**9062_CITY ANNEX.docx**
17K

**9062_CITY SEVERANCE.docx**
18K

**NiemannMagic-1.pdf**
748K

# Exhibit C Voluntary Severance– Severance Request



# City of Muscatine

ITEM NUMBER 2024-0373

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Nancy Lueck, Finance Director

**SUBJECT**

Resolution Setting a Public Hearing on September 5, 2024, at 6 pm Regarding Approval of a Development Agreement with Merge, LLC, Including Annual Appropriation Tax Increment Payments

**EXECUTIVE SUMMARY**

Merge LLC proposes to acquire and develop a mixed-use development project at the southeast corner of Hershey Ave and Green Street. The initial phase will involve constructing a five-story, 56-unit mixed-use building. The proposed development agreement will provide financial incentives to Merge in the form of annual appropriation incremental property tax payments. The City will hold a public hearing on September 5 at 6 pm in the Muscatine City Council Chambers prior to approving the development agreement.

**STAFF RECOMMENDATION**

Staff recommends approval.

**BACKGROUND/DISCUSSION**

Merge LLC proposes to acquire and develop a mixed-use project at the southeast corner of Hershey Ave and Green Street. The initial phase will involve constructing a five-story, 56-unit mixed-use building. The proposed development agreement would provide financial incentives to Merge in the form of annual appropriation incremental property tax payments. The City must hold a public hearing prior to approving the development agreement.

**CITY FINANCIAL IMPACT**

The tax increment payments will be paid solely from the incremental property taxes generated by the development.

**ATTACHMENTS**

1. Set Date Dev Agmt AA - (Muscatine #73 2024)-v2
2. Merge DA Final Draft

August 9, 2024

**Via Email**
Carol Webb
City Administrator/City Hall
Muscatine, IA

Re: Development Agreement (Merge, LLC)
Our File No. 421464-73

Dear Carol:

Attached please find proceedings to enable the City Council to act on August 15, 2024 to set September 5, 2024 as the date for a public hearing on the proposed Development Agreement with Merge, LLC, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is September 1, 2024. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the September 5, 2024 meeting the necessary proceedings to approve the Agreement. We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Nancy Lueck

SET DATE FOR HEARING ON DEVELOPMENT AGREEMENT AND TAX INCREMENT PAYMENTS

(MERGE, LLC)

421464-73

Muscatine, Iowa

August 15, 2024

A meeting of the City Council of the City of Muscatine, Iowa, was held at __:_____ p.m., on August 15, 2024, at the _____, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 2024-0373

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Merge, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Merge, LLC (the "Developer") in connection with the construction by the Developer of a five-story mixed-use building; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments to the Developer in an amount not to exceed $3,000,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. This City Council shall meet on September 5, 2024, at ___:____ p.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH MERGE, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Muscatine, Iowa, will meet at the City Hall, on September 5, 2024, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Merge, LLC (the "Developer"), in connection with the construction by the Developer of a five-story mixed-use building in the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area"), which Agreement provides for certain financial incentives in the form of incremental property tax payments (the "Payments") to the Developer in a total amount not exceeding $3,000,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make the Payments to the Developer under the Development Agreement will not be a general obligation of the City, but such Payments will be payable solely and only from incremental property tax revenues generated within the Consolidated Muscatine Urban Renewal Area. Some or all of the Payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Muscatine, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Carol Webb
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 15, 2024.

_____
Mayor

Attest:

_____
City Clerk

• • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
MUSCATINE COUNTY SS:
CITY OF MUSCATINE

I, the undersigned, City Clerk of the City of Muscatine, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

_____
City Clerk

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**

# DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Muscatine, Iowa (the "City") and Merge, LLC (the "Company") as of the ___ day of _____, 2024 (the "Commencement Date").

WHEREAS, the City has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company has proposed to acquire certain City-owned real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to undertake the construction of a five-story mixed-use building including commercial units (the "Commercial Units") and residential units (the "Residential Units"); and

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

WHEREAS, the taxable base valuation of the Property for purposes of calculations of Incremental Property Tax Revenues (as hereinafter defined) under this Agreement and Section 403.19 of the Code of Iowa is January 1, 2024 (the "Base Valuation"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

## A. Company's Covenants

### 1. Property Acquisition; Project Construction; Operational Requirement

Property Acquisition

The Company agrees to acquire the Property from the City by no later than _____, 2024 at a purchase price of $50,000. The real estate transaction for the conveyance of the Property will be documented and conducted through separate purchase agreements, deeds of sale and related documents as agreed to by the City and the Company.

Project Construction

The Company agrees to construct the Project on the Property. Furthermore, the Company expects this construction to result at minimum of $6,000,000 in capital improvements for the Property, including construction work, equipment, furnishings and other capital improvements.

The Project shall minimally include a five-story, fifty-six-unit mixed-use building with a mix of studio, one bedroom and two bedroom Residential Units; residential lobby space, bike storage and approximately 4,500 square feet of Commercial Units on the ground floor; the installation of at least one (1) electric vehicle charging station on the Property; and the installation of a designated pet relief area and pet waste stations on the Property. Further, the Project shall be designed and constructed in accordance with the façade design standards (the "Façade Design Standards") set forth on Exhibit B hereto.

The Company agrees to submit a detailed site plan (the "Site Plan") for the development of the Project to the City in accordance with City Code Section 10-2-7(I). Upon approval by the City of the Site Plan it shall be attached hereto as Exhibit C. The Site Plan shall include a plan for stormwater management for the Property that demonstrates compliance with SUDAS Section 2G-1.B.3. as well as the Extreme Flood Protection Criteria from the Iowa Storm Water Management Manual. The Site Plan may be amended in accordance with the Muscatine City Code by mutual written consent of the parties.

The Company agrees to construct the Project in accordance with the Site Plan, the Façade Design Standards and all local zoning, land use, building and safety codes and regulations. The Company agrees to complete construction of the Project by no later than December 31, 2025.

Maintenance and Use of the Project and the Property

The Company agrees to maintain ownership of the Project and to use the completed Project as part of its business operations on the Property throughout the Term (as hereinafter defined) of this Agreement (the "Operational Requirement"). For purposes of this Agreement, the Project is being used as part of the Company's business operations if (a) the Commercial Units are being used as part of the ongoing business operations of one more commercial enterprise(s) or the Commercial Units are actively available for lease in the ongoing business operations of one or more commercial enterprise(s) at a reasonable market rate; and (b) the Multi-residential Units are occupied or are being offered for occupancy at a reasonable market rate.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Project. The Company agrees to notify the City promptly in the case of damage exceeding $250,000 in amount to, or destruction of, the Project resulting from fire or other casualty.

**2. Company's Operational Certifications.** The Company agrees to certify (the "Operational Certification") to the City by no later than October 15 of each year during the Term, commencing October 15, 2026, that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation

demonstrating, to the satisfaction of the City, that the Company is in compliance with the Operational Requirement.

**3. Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon and to submit a receipt or cancelled check in evidence of each such payment.

**4. Property Tax Payment Certification.** The Company agrees to certify to the City by no later than October 15th of each year during the Term, commencing on October 15, 2026, an amount (the "Company's Estimate") equal to 100% (the "Annual Percentage") of the estimated Incremental Property Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. The Company will submit the Company's Estimate by completing and submitting the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable (post-roll back) valuation of the Property, as shown on the property tax rolls of Muscatine County, above and beyond the Base Valuation; and (4) deducting any State of Iowa property tax credits which may from time to time be claimed with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

**5. Legal and Administrative Costs.** The Company hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of $10,000. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

**6. Default Provisions.**

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

(i) Failure by the Company to complete construction of the Project, pursuant to the terms and conditions of this Agreement.

(ii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.

(iii) Failure by the Company to comply with Section A.2, A.4 and A.5 of this Agreement.

(iv) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

(i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

(ii) Withhold the Payments provided for under Section B.1 below.

**B. City's Obligations**

**1. Payments**. In recognition of the Company's obligations set out above, the City agrees to make thirty (30) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed $3,000,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer attributable to the taxable valuation of the Property.

This Agreement assumes that the full taxable valuation resulting from the Project will go on the property tax rolls as of January 1, 2026. Accordingly, assuming all appropriation determinations are approved affirmatively by the City Council under Section B.2 below, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2027, and continuing through and including June 1, 2042, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**2. Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2026, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to

compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2042.

**3.** **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2027 and on June 1, 2028, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2026). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Muscatine County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

**4.** **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Muscatine County Auditor an amount equal to the most recently obligated Appropriated Amount.

**C.** **Administrative Provisions**

**1.** **Amendment and Assignment.** The parties hereto may not cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

**2.** **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

**3.** **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2042 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

**4.** **Choice of Law**. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

MERGE, LLC

By: _____

**<u>EXHIBIT A</u>**
**DESCRIPTION OF THE PROPERTY**

***[Insert Description of the Property]***

**<u>EXHIBIT B</u>**
**FAÇADE DESIGN STANDARDS**

**<u>EXHIBIT C</u>**
**SITE PLAN**

**[ATTACH SITE PLAN HERE]**

**EXHIBIT D**
**COMPANY'S ESTIMATE WORKSHEET**

(1) Date of Preparation: October _____, 20____.

(2) Assessed Taxable Valuation of Property as of January 1, 20_____:

$_____.

(3) Base Taxable Valuation of Property:

$_____.

(4) Incremental Taxable Valuation of Property (2 minus 3):

$_____ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

$_____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

$_____x $_____/1000 = $_____ (the "TIF Estimate")

(7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) = $_____ (the "Available TIF Estimate")

(8) Factor the Available TIF Estimate (7) by the Annual Percentage (90%) = Company's Estimate = $_____ x .__ = _____

# City of Muscatine

ITEM NUMBER 2024-0305

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Jodi Royal-Goodwin, Community Development Director

**SUBJECT**

Request to Approve a Contract with Muscatine Center for Social Action for the Provision of Technical Services Required for Housing Rehabilitation Projects that will be Completed as part of the Mulberry Neighborhood Revitalization

**EXECUTIVE SUMMARY**

Presented for Councili consideration is a request to approve a contract with Muscatine Center for Social Action (MCSA) to provide technical services required for the implementation of the housing rehabilitation program for the Mulberry Neighborhood Revitalization project.

**STAFF RECOMMENDATION**

Staff recommends Council approve the contract.

**BACKGROUND/DISCUSSION**

The City of Muscatine was awarded a Community Development Block Grant (CDBG) from the Iowa Economic Development Authority (IEDA) to implement a neighborhood revitalization pilot program. City Council approved accepting this grant in April 2023. The project includes infrastructure improvements, demolition of blighted properties, commercial facade restoration, and exterior housing rehabilitation. Since the grant was accepted, staff has been working with IEDA to complete required tasks to enable implementation. A project update is planned to be presented at the September in-depth meeting.

Exterior housing rehab is the single largest line-item in the CDBG grant ($750,000 of $1,738,000) but cannot proceed until a technical services contract is in place. Technical services include conducting inspections, preparing project scopes of work, bidding and contracting construction services, and project management. City staff does not have the time to conduct this work, and the City would not be reimbursed for staff time performing these services.

Following IEDA mandated procurement processes, we released a request for proposals for these services in late 2023. No responses were received, though project representatives directly contacted a number of contractors and planning organizations that have done this

work in the past. A second RFP was released in January, and the only respondent was Muscatine Center for Social Action (MCSA).

MCSA will hire and train a qualified individual to perform these tasks in coordination with City and Bi-State administrative staff. Services will be billed based on tasks completed for each housing project. Fees are not to exceed $5,500 per home, with 30 homes expected to be worked on during the grant period. The maximum contract value is $165,000 with all fees paid by the CDBG grant. The proposal was discussed with IEDA, who confirmed this to be an acceptable plan.

**CITY FINANCIAL IMPACT**

There is no impact to the general fund from the approval of this contract. All fees will be paid from CDBG. If a TA contract is not executed, we will be unable to proceed with housing rehabilitation as part of the revitalization project and may be required to pay back a portion of the CDBG funds.

**ATTACHMENTS**

1. Housing TA Contract - 7-8-24

**CONTRACT BETWEEN**
**THE CITY OF MUSCATINE, IOWA**
**AND THE**
**MUSCATINE CENTER FOR SOCIAL ACTION**

This Contract is by and between the Muscatine Center for Social Action, hereinafter called the "Contractor," and City of Muscatine, Iowa, hereinafter called the "Recipient."

Witnesseth that:

WHEREAS, the Contractor is authorized to provide certain technical assistance; and

WHEREAS, the Recipient desires the Contractor to provide certain housing technical assistance in relation to the housing part of the Recipient's Community Development Block Grant - Comprehensive Neighborhood Revitalization Grant project for improvements in the Mulberry neighborhood under contract number 23-OT-001 between the Recipient and Iowa Economic Development Authority (IEDA), hereinafter called the "Project." The scope of the housing part of the Project is defined within the Recipient's awarded application for the funding and generally described as improvements to approximately thirty (30) residential façades.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth;

The Recipient and the Contractor agree to perform and carry out the following:

A. SCOPE OF SERVICES

Contractor Responsibilities. The Contractor shall provide the following for the Project:

a. Conduct initial inspection and visual risk assessment report on homes proposed for exterior rehabilitation to determine what exterior work items are needed to comply with the Iowa Minimum Housing Rehabilitation Standards as well as HUD's Lead Based Paint Standards.

b. Provide the City with input regarding homes for rehabilitation (determine initial feasibility at $24,999 hard costs or less via an itemized "community cost estimate", also known as the preliminary specifications).

c. Provide the City with input regarding homes to eliminate from proposed rehabilitation.

d. Prepare final plans and specifications sufficient for bidding on all homes proposed for rehabilitation which incorporates lead hazard reduction activity (if needed due to disturbance caused by the exterior renovation in reference to HUD's Lead Based Paint Standards) that are within program budgetary limits.

e. Provide exterior photos of all four sides of the dwelling with each photo including all stories of that elevation.

f. Participate in the solicitation of local contractors to identify qualified contractors and promote participation in the housing rehabilitation program.

g. Host contractor walk-throughs for potential bidders.

h. Conduct pre-bid meetings and prepare necessary addendums.

i. Review bids with homeowner or property owner.

j. Recommend lowest, most responsive, responsible bid(s) to the City and homeowner.

k. Lead the pre-construction conferences and transmittal of all pre-construction documents.

l. Identify lead-based paint and rehabilitation items for the specifications.

m. Prepare line-item cost estimates.

n. Prepare construction contracts.

o. Conduct on-site project inspections and written inspection reports.

p. Approve and provide written documentation of all change orders providing cost estimates for change orders.

q. Prepare contractor requests for payment along with implementation of lien waiver requirements and review for accuracy.

r. Perform ongoing quality control inspections during construction and notate issues/ concerns as needed.

s. Ensure compliance with lead-based paint requirements, including: providing homeowner with required notices, working with homeowner, ensuring contractor complies with lead-based paint safe work practices, and perform lead-based paint clearance testing and provide lab results.

t. Ensure contractor provides quality work and that homeowner is pleased with the outcome.

u. Participate in monitoring site visits by the State of Iowa or Bi-State Regional Commission, as requested.

v. Provide other incidental duties determined by the City directly related to the exterior housing rehabilitation project.

B. TIME SCHEDULE

The Recipient and the Contractor agree to provide the services specified herein within the time period extending from August 1, 2024 through the end of the grant performance period, currently March 15, 2027, and including any possible extensions.

C. COMPENSATION OF THE CONTRACTOR

The Recipient agrees to the following cost schedule per property, which will be billed by the Contractor to the Recipient. Contractor shall bill the Recipient quarterly as the work progresses and shall report costs incurred in the Project.

Proposed Costs for Services:

1. Initial Inspection - $625
2. Lead Visual Risk-Assessment (including subject property & temporary housing, if applicable), Report & Lead-Based Paint Disclosure - $500
3. Lead Inspection/Risk Assessment & Report- $625
4. Prepare Project Specifications & Bid Documents - $625
5. Host Pre-Bid Meeting & Bid Opening - $500
6. All Construction Management: Prepare Construction Contract, Preconstruction Meeting, Review & Approval of Pay Applications - $1,375
7. Lead Clearance Testing & Final Visual Assessment, Inspect & Approve Completed Work, Project Closeout - $1,250

D. DISAPPROVAL OF CONTRACT

It is hereby agreed by the parties to this Contract that, should IEDA withdraw its funding or disapprove this Contract, this contract shall be void and not be binding on either party.

E. TERMINATION OF CONTRACT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the Recipient shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished Project materials prepared by the Contractor under this Contract shall, at the option of the Recipient, become the Recipient's property and the Contractor shall be entitled to receive just and equitable compensation for any work completed to the date of termination.

F. AMENDMENTS

The Recipient or the Contractor may, from time to time, require changes in the scope of the services or the time schedule. Any increases or decreases in the number of buildings

included in this Project may constitute a change in the scope of services. Such changes shall increase or decrease the Contractor's compensation by an amount mutually agreed upon by and between the Recipient and the Contractor.

G. PERSONNEL

1. The Contractor represents that it has all personnel required for performing the services under this Contract. Such personnel shall not be direct employees of or have any direct contractual relationship with the Recipient.

2. All of the services required hereunder shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Recipient. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

H. ASSIGNABILITY

The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Recipient thereto, with the exception that claims for money by the Contractor from the Recipient under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Recipient.

I. LIMITATION OF LIABILITY

1. General Liability of Contractor. For liability other than professional acts, errors or omission, and to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Recipient from losses, damages, and judgements (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions related to the project, provided that any such claims, 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 Contractor or Contractor's employees, agents or subconsultants.

2. General Liability of Recipient. To the fullest extent permitted by law Recipient shall indemnify, defend and hold harmless Contractor 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 claims, 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 Recipient or Recipient's employees, agents or subconsultants.

3. To the fullest extent permitted by law, Recipient and Contractor 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.

J. INSURANCE

Contract agrees to maintain, at Contractor's expense, insurance in accordance with Exhibit A of this Agreement.

K. COPYRIGHT

No materials produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

L. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Contractor's profession currently practicing under similar conditions.

M. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Recipient may require, shall furnish the Recipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

N. NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

O. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Recipient to assure proper accounting for all project funds, both State and non-State shares. These records will be made available for audit purposes to the Recipient or any authorized representative, and will be retained for three years from closeout of the grant to the State of Iowa, unless permission to destroy them is granted by the Grantor.

P. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

Q. COMPLIANCE WITH CDBG CONTRACT PROVISIONS

The Contractor shall comply with all applicable attached CDBG Contract Provisions. (Exhibit B)

R. COMPLIANCE WITH SECTION 3

The following terms must be agreed to by all respondents and will be included as a requirement of any awarded contract.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

S. NOTICES:

| | |
|---|---|
| City of Muscatine | MCSA |
| Community Development Department | Executive Director |
| 215 Sycamore St | 315 Iowa St |
| Muscatine, IA 52761 | Muscatine, IA 52761 |

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of Muscatine, Iowa, that this contract is approved and executed on the date first herein written.

CITY OF MUSCATINE

_____

Dr. Brad Bark, Mayor

ATTEST:

_____

Cinda Hilger,Deputy City Clerk

Muscatine Center for Social Action

_____

Angela Johnson, Board President

EXHIBIT A

# City of Muscatine

## Insurance Requirements

The Vendor/Contractor shall obtain and maintain through the term of this Subcontract *and two years beyond*, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Project, but in no event are such terms and limits to be less than those set forth below:

(1) **Commercial General Liability,**
Including coverage for premises and operations, independent contractors, products & completed operations and contractual liability and general aggregate per project endorsement; The City should be named as additional insured on a primary basis for ongoing and completed operations:

| | |
|---|---|
| Bodily Injury & Property Damage - Each Occurrence | $1,000,000 |
| Personal Injury & Advertising Injury - Per Person | $1,000,000 |
| General Aggregate on the Above | $2,000,000 |
| Products & Completed Operations General Aggregate | $2,000,000 |

(2) **Business Automobile,**
Including coverage for all owned, non-owned and hired automobiles:

| | |
|---|---|
| Bodily Injury & Property Damage – Each Accident | $1,000,000 |

(3) **Workers Compensation and Employers Liability,**
Including coverage for Occupational Diseases

| | |
|---|---|
| Part 1- Workers Compensation Benefits | Statutory |

(4) **Employers Liability:**

| | |
|---|---|
| Bodily Injury Each Accident | $500,000 |
| Bodily Injury by Disease Policy Limit | $500,000 |
| Bodily Injury by Disease Each Employee | $500,000 |
| | |

Before starting work or delivering material, the Subcontractor shall furnish an insurance certificate to Jodi Royal-Goodwin, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

Exhibit B

# City of Muscatine

ITEM NUMBER 2024-0332

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Jon Koch, Water Pollution Control Plant Director

**SUBJECT**

Request to Approve the Issuance of a Purchase Order, in the Amount of $77,710.84, to Thermo Electron, LLC for the Purchase of the ICP Metal Testing Lab Equipment.

**EXECUTIVE SUMMARY**

Request to approve the issuance of a purchase order in the amount of $77,710.84 to Thermo Electron of North America, LLC. for the purchase of an Inductive Coupled Plasma (ICP) machine for metals testing in the lab. $90,000.00 was budgeted for this purchase. It will be incorporated into existing equipment from Thermo so no other quotes were available.

**STAFF RECOMMENDATION**

Staff recommends approval of this purchase.

**BACKGROUND/DISCUSSION**

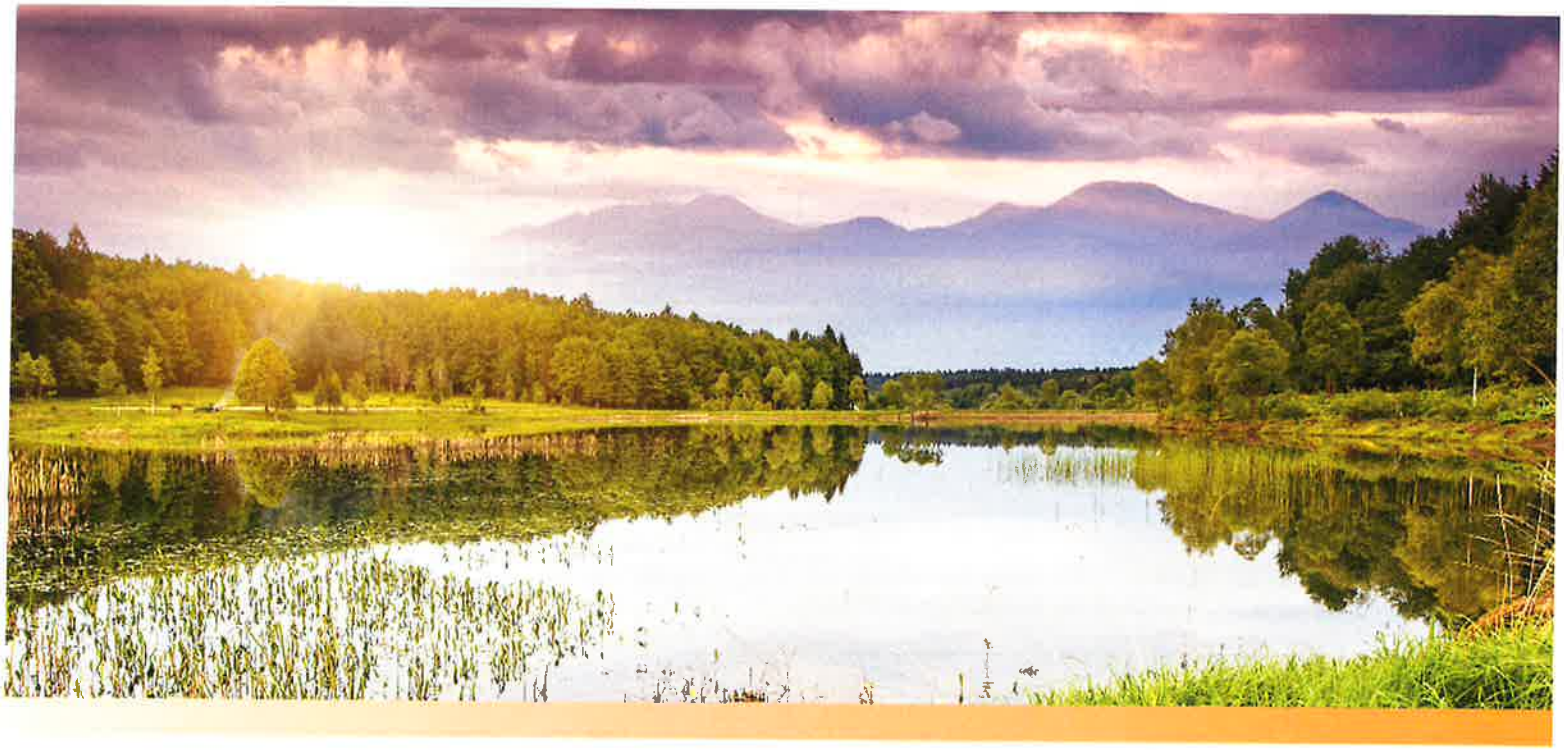
The current ICP in the lab was purchased in 2013 and will no longer be supported by the manufacturer. The ICP is used to test metals in water and is used extensively for the large number of metal finishing industries in town to ensure compliance with the Pretreatment Program as required by local, State and Federal regulations. The power supply and other pieces of the system will be reused so no other equipment vendor is compatible for competitive quotes.

**CITY FINANCIAL IMPACT**

$90,000.00 was budgeted for this purchase.

**ATTACHMENTS**

1. iCAP PRO XP Duo ICP-OES Quote.240708
2. ICP Replacement Purchase Memo.240723



*iCAP PRO XP*

CPQ-00592004

July 29, 2024

CITY OF MUSCATINE CITY HALL

PATTI FULLER-BLOECHL

1202 MUSSER STREET
Muscatine Iowa 52761-1645
United States

ThermoFisher
SCIENTIFIC

# Sales Quotation

| Quote Number | Version | Quotation Date | Page |
|---|---|---|---|
| CPQ-00592004 | 1.07 | July 29, 2024 | 2 |
| **Lead Time** | **Payment Terms** | **Freight Terms** | **Expiration Date** |
| 6-8 weeks | NET 30 DAYS UPON INVOICE DATE | Origin - Prepay And Add | August 21, 2024 |
| **Company Name** | | **Customer Name** | |
| CITY OF MUSCATINE CITY HALL | | PATTI FULLER-BLOECHL | |
| * See end pages of quote for PO Submission details | | | |

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

This quotation contains time bound promotional offerings that require order placement by the expiration date shown above. These time bound promotional offerings may not be repeated or extended beyond the expiration date.

Reference CPQ-00679105 - 1.00 for extended warranties.

**Customer Info:**

Customer Name: PATTI FULLER-BLOECHL
Company Name: CITY OF MUSCATINE CITY HALL
Address: 1202 MUSSER STREET
Muscatine Iowa 52761-1645
United States

Phone: 563-263-2752
Email: pfbloechl@muscatineiowa.gov

**Sales Contact Info:**

Contact Name: Aaron Brown
Phone:
Email:
aaron.brown@thermofisher.com

## iCAP PRO XP

| Item | Description | Unit Price | Qty | Unit Discount | Total Price |
|---|---|---|---|---|---|
| 1.1 | BRE731413 | $99,100.00 | 1 | $36,667.00 | $62,433.00 |

iCAP PRO XP Duo ICP-OES (made in EU)
iCAP PRO XP Duo ICP-OES (made in Germany) with direct system control via Qtegra ISDS Software
(External PC and Qtegra ISDS Software need to be ordered separately)

The iCAP PRO XP ICP-OES delivers high throughput and robust trace elemental analysis with ultra-fast start-up, easy-to-use software and advanced accessory control, providing fast sample turnover times and advanced software features.

Complete ICP-OES system to include:
- True simultaneous iCAP PRO Series ICP-OES spectrometer covering the whole wavelength range in one single acquisition, with vertical torch orientation for ultimate robustness for both, radial and duo instruments
- Standard aqueous sample introduction kit with a glass concentric nebulizer, glass cyclonic spray chamber, demountable quartz torch supplied with a 2.0 mm diameter bore center tube and an improved torch and injector holder as well as setup blank and multi element test solution

Technical details of the spectrometer:
- Compact unit for bench mounting (615 x 690 x 933 mm)
- One simultaneous measurement with full wavelength coverage from 167 to 852 nm
- Solid state 27.12 MHz RF generator as power source to the plasma with free tunable RF power for customized sample analysis

# Sales Quotation

| Quote Number | Version | Quotation Date | Page |
|---|---|---|---|
| CPQ-00592004 | 1.07 | July 29, 2024 | 3 |
| **Lead Time** | **Payment Terms** | **Freight Terms** | **Expiration Date** |
| 6-8 weeks | NET 30 DAYS UPON INVOICE DATE | Origin - Prepay And Add | August 21, 2024 |
| **Company Name** | | **Customer Name** | |
| CITY OF MUSCATINE CITY HALL | | PATTI FULLER-BLOECHL | |
| * See end pages of quote for PO Submission details | | | |

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

| Item | Description | Unit Price | Qty | Unit Discount | Total Price |
|---|---|---|---|---|---|
| | - Thermostatically controlled Echelle polychromator for ultra-stable analyses with the option to use Ar or N2 as purge gas<br>- CID camera cooled down to -45 degrees Celsius for low background noise<br>- Fully interlocked torchbox with safety viewing window and sliding door to contain plasma with a unique exchangeable inner torch box to prevent corrosion<br>- 4-channel peristaltic pump for stable sample introduction with free tunable pump speed to facilitate any analysis needs<br>- Ease-of-use torch design for simplified maintenance and installation as well as reliable positioning of the torch for reproducible results<br>- Free tunable auxiliary, nebulizer and cool gas flows for customization of sample analysis<br>- Addition of Ar, air or O2 through an extra MFC controlled gas box for demanding applications<br>- Ensuring operator and instrument safety through full interlock control of gas and water flow, exhaust, polychromator and camera temperature<br>- Interlocked drain sensor allows for safe, unattended analysis, prevents spillage and saves sample in case of interruptions in the sample introduction<br>- LED status bar to display instrument and analysis status<br>- Plasma TV for remote observation of the plasma<br>- Tunable radial viewing height for optimum performance<br>- Gas saving standby mode<br>- Boost purge capabilities for ultra-fast warm-up<br>- Enhanced UV (eUV) capability for improved detection limits for elements like e.g. Al, As, Cd, Hg, P, Pb and S<br>- Advanced plug-in control for autosamplers, auto-dilution and other accessories<br>- Cooling water supplied from an external recirculating chiller (not included)<br>- Power requirements: 200-240 V, 50-60 Hz, single phase, 16 A (Europe), 20 A (North America, Japan)<br><br>Designed and manufactured by an ISO9001 registered company. | | | | |
| 1.2 | BRE0030065<br>iSC-65 Autosampler<br>The Thermo Scientific iSC-65 Autosampler is a four-rack autosampler for liquid sample introduction.<br>********IMPORTANT********<br>These items need be ordered separately:<br>Country specific power cord<br>Autosampler probe:<br>- ICP-OES: 0.75 mm i.d. (red band)<br>- ICP-MS: 0.5 mm i.d. (blue band)<br>Ethernet - USB adapter:<br>- ICP-OES: optional<br>- ICP-MS: required<br>**********<br>Random access compact autosampler for ICP-OES and ICP-MS analysis.<br>Compatible with iCAP PRO X/XP/XPS ICP-OES and iCAP Q/Qnova Series ICP-MS instruments.<br>Capacity for up to four Bel-Art racks | $7,300.00 | 1 | $2,701.00 | $4,599.00 |

# Sales Quotation

| Quote Number | Version | Quotation Date | Page |
|---|---|---|---|
| CPQ-00592004 | 1.07 | July 29, 2024 | 4 |
| **Lead Time** | **Payment Terms** | **Freight Terms** | **Expiration Date** |
| 6-8 weeks | NET 30 DAYS UPON INVOICE DATE | Origin - Prepay And Add | August 21, 2024 |
| **Company Name** | | **Customer Name** | |
| CITY OF MUSCATINE CITY HALL | | PATTI FULLER-BLOECHL | |

* See end pages of quote for PO Submission details

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

| Item | Description | Unit Price | Qty | Unit Discount | Total Price |
|---|---|---|---|---|---|
| | 84 to 360 vial capacity, depending on rack configuration.<br>Suitable for 100 - 240 V and 50/60 Hz operation.<br>Requires Qtegra ISDS Software v2.18 or higher.<br>Contains<br>Autosampler, baseplate, rinse station and tubing<br>Power supply<br>One ethernet cable for communication<br>One 60 position Bel-Art tube rack<br>Ten 50 mL polypropylene vials with caps for standards<br>Sixty 12 mL polypropylene vials for samples | | | | |
| 1.3 | BRE0033171 | $39.60 | 3 | $14.65 | $74.84 |
| | Sample Rack - 60 Position (PP)<br>60 position sample rack (for 13-16 mm vials) made from polypropylene to fit on common Thermo Scientific iSC-65 Autosamplers as well as ESI and Teledyne CETAC Autosamplers. | | | | |
| 1.4 | BRE0030313 | $281.00 | 1 | $103.97 | $177.03 |
| | iSC-65 Sample Probe (0.75 mm ID)<br>Sample probe with 0.75 mm inner diameter and red band for use with the iSC-65 Autosampler and ICP-OES applications. | | | | |
| 1.5 | BRE0030826 | $16.50 | 1 | $0.00 | $16.50 |
| | Power Cord, 1.5m , North America<br>Power Cord with plug suitable for North America (Type C13, 13A) for use with iSC-65 Autosampler as well as Fusion 100X Syringe Pump (scQuant applications). | | | | |
| 1.6 | 842312051551 | $90.40 | 1 | $0.00 | $90.40 |
| | Internal Standards Kit<br>Internal standards kit for the on-line mixing of stock internal standard solution. It comes with pump tubing, Y-piece, mixing loop and connecting tube for fitting. This item can also be used as a basic hydride generation accessory.<br><br>Compatible with the iCAP 7200/7400/PRO standard peristaltic pump. | | | | |
| 1.7 | 842314050004 | $3,280.00 | 1 | $1,016.80 | $2,263.20 |
| | Data Station (100/230V, 50/60Hz)<br>Dell OptiPlex 3080MT for ICP-OES and AAS<br>• 24" flat screen monitor<br>• Intel® Core i3-10100 (3.60 GHz, 6 MB) Processor<br>• Windows 10 IoT Enterprise (64 bit)<br>• 16 GB (8 GB*2) (DDR4 2400 MHz) Memory<br>• 1 TB 7200 rpm SATA Hard Disk Drive<br>• Intel (HD 4600) Integrated Graphics Card<br>• 8x DVD+/-RW Optical Drive<br>• 2 (1 integrated network card, 1 PCI-Network card) Network Adapters<br>• DELL USB Optical Mouse and USB Keyboard English version<br>• 3 Year Hardware Service Warranty with Onsite Service After Remote Diagnosis | | | | |
| 1.8 | BRE0020564 | $4,350.00 | 1 | $1,609.50 | $2,740.50 |
| | Qtegra ISDS for iCAP PRO | | | | |

# Sales Quotation

| Quote Number | Version | Quotation Date | Page |
|---|---|---|---|
| CPQ-00592004 | 1.07 | July 29, 2024 | 5 |
| **Lead Time** | **Payment Terms** | **Freight Terms** | **Expiration Date** |
| 6-8 weeks | NET 30 DAYS UPON INVOICE DATE | Origin - Prepay And Add | August 21, 2024 |
| **Company Name** | | **Customer Name** | |
| CITY OF MUSCATINE CITY HALL | | PATTI FULLER-BLOECHL | |
| * See end pages of quote for PO Submission details | | | |

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

| Item | Description | Unit Price | Qty | Unit Discount | Total Price |
|---|---|---|---|---|---|
| | Instrument (1 seat) and Desktop (3 seats) License and Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP PRO Series ICP-OES<br>Qtegra ISDS Software includes:<br>- Get Ready for a fully automated, data driven startup process<br>- Simple, intuitive, and guided user input sequence delivering faster setup time<br>- Simplified creation of LabBooks with Templates<br>- Facilitated sample data input from digital Barcode/QR Code readers or LIMS Systems.<br>- Data processing capabilities for trace elemental quantification<br>- Integrated Interelement Correction (IEC) workflow based on intensity or concentration<br>- Clear data visualization and data transparency<br>- Comprehensive data export and reporting options<br>- Full suite of 21CFR Part 11 compliance tools | | | | |
| 1.9 | 842313050711<br>Test Solutions for iCAP Series ICP-OES<br>used for preformance checks as well as replacement test solutions for Instrument Qualification<br>Contains:<br>- 430122821401: iCAP Series Multi Element Test Solution (METS, containing in ppm: P 10; K, Ni 5; Al, Cu, Mn 1; Ba, Ca, Mg, Zn 0.2)<br>- 430122821411: iCAP Series Setup Solution (Loaded Blank, 2 ppm Zn), used as blank solution for performance checks (and/or Torch Alignment in iCAP 6000/7000 Series ICP-OES) | $248.00 | 1 | $91.76 | $156.24 |
| 1.10 | BRE0020420<br>iCAP PRO CountKit NA<br>Power cords for iCAP PRO Series ICP-OES instruments for North America for a nominal voltage of 200-240 VAC, 50-60 Hz, single phase, containing<br>- 1 x NEMA 6-20P<br>- 1 x NEMA L6-20P<br>Also used for LabTech and ThermoFlex chillers. | $301.00 | 1 | $120.40 | $180.60 |
| | | | | **Instrument Subtotal:** | **$115,085.70** |
| | | | | **Instrument Discount** | **- $42,354.39** |
| | | | | **Instrument Total** | **$72,731.31** |
| 1.11 | 702-023403<br>3 DAYS TEA ONSITE SUPPORT | $8,200.00 | 1 | $5,338.47 | $2,861.53 |
| | | | | **Accessories/Other Subtotal:** | **$8,200.00** |
| | | | | **Accessories/Other Discount** | **- $5,338.47** |
| | | | | **Accessories/Other Total** | **$2,861.53** |
| 1.12 | BRE0032370<br>iCAP PRO Datastation Countkit N. AMERICA | $157.00 | 1 | $0.00 | $157.00 |
| | | | | **Consumables Subtotal:** | **$157.00** |

# Sales Quotation

| Quote Number | Version | Quotation Date | Page |
|---|---|---|---|
| CPQ-00592004 | 1.07 | July 29, 2024 | 6 |
| **Lead Time** | **Payment Terms** | **Freight Terms** | **Expiration Date** |
| 6-8 weeks | NET 30 DAYS UPON INVOICE DATE | Origin - Prepay And Add | August 21, 2024 |
| **Company Name** | | **Customer Name** | |
| CITY OF MUSCATINE CITY HALL | | PATTI FULLER-BLOECHL | |
| * See end pages of quote for PO Submission details | | | |

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

| Item | Description | Unit Price | Qty | Unit Discount | Total Price |
|---|---|---|---|---|---|
| | | | | **Consumables Total** | **$157.00** |

**Discount Detail**

The discounts to the right include:

**Promotions: - $41,217.19**

| | |
|---|---|
| **Quote Subtotal:** | **$123,442.70** |
| **Promotions / Discounts:** | **- $47,692.86** |
| **Quote total less discounts:** | **$75,749.84** |
| **Shipping:** | **$1,961.00** |
| **Quotation Totals:** | **$77,710.84** |

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

MUSCATINE

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:** ICP INSTRUMENT UPGRADE

**DATE:** 07/29/2024

The Muscatine WRRF Environmental Laboratory is requesting the upgrade of the Thermo Electron LLC ICAP-6300 DUO. The instrument was purchased in 2013 for $70,968.78 and the upgrade was approved for $90,000 in the 2024-25 budget for an equipment upgrade. The current system will no longer be supported by the manufacturer due to age.

The new system will be a is a ICAP Pro-Duo from Thermo Electron LLC. The electrical system was reviewed and found to be sufficient and addition systems are not necessary. The price for the replacement of the system is $77,710.84.

Attached Quote – iCAP Pro XP CPQ-00592004 July 29, 2024

# City of Muscatine

ITEM NUMBER 2024-0356

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Randy Moeller, Vehicle and Equipment Maintenance Supervisor
Melissa Baker, Parks Supervisor
Richard Klimes, Parks and Recreation Director
Jon Koch, Water Pollution Control Plant Director

**SUBJECT**

Request to Approve the Issuance of a Purchase Order in the amount of $146,910.00, to Stivers Ford Lincoln, for the Purchase of Two F-350 4 x 4 Dual Rear Wheel Dump Body Trucks with Lift Gates for the Park Maintenance Division and the Water Pollution Control Plant.

**EXECUTIVE SUMMARY**

Presented for City Council's consideration is a request to approve the issuance of a purchase order for Stivers Ford Lincoln from Waukee, Iowa in the amount of $146,910.00 for the purchase of two F-350 4 x 4 dual rear wheel dump body trucks with lift gates. Bid documents were posted on ION Wave and two responses were received, one from Ed Morse Auto Group in Muscatine for $75,550.00 and one from Stivers Ford Lincoln for $73,455.00. Even with the 2% local purchasing agreement, Stivers Ford Lincoln was still the low bidder.

**STAFF RECOMMENDATION**

Approve the issuance of a purchase order to Stivers Ford Lincoln in the amount of $146,910.00

**BACKGROUND/DISCUSSION**

The Park Maintenance Division has approved in the budget money to replace a 2006 F-350 dual rear wheeled dump body truck. The truck that will be replaced is now 19 years old and has just under 100,000 miles on it. Parts for this truck are getting difficult to find because of its age, and it is also starting to get very rusty.
The WPCP has approved in the budget money to replace a 1986 one ton dual rear wheeled dump body truck. This truck is now 39 years old and has well over 100,000 miles on it. This truck started out in Collection and Drainage and was handed down to the WPCP and it is also very hard to find parts for due to the age of the vehicle.

**CITY FINANCIAL IMPACT**

Funding for these vehicle replacements were budgeted in FY 2024/2025 budget and approved.

**ATTACHMENTS**

1. Bid Tab Summary

| | | | |
|---|---|---|---|
| **Event Number** | 2024-0073 | **Organization** | City of Muscatine |
| **Event Title** | One ton 4 x 4 dual wheeled truck and dump | **Workgroup** | Purchasing |
| **Event Description** | | **Event Owner** | Randy Moeller |
| **Event Type** | Vehicles and Equipment | **Email** | rmoeller@muscatineiowa.gov |
| **Issue Date** | 7/15/2024 01:00:03 PM (CT) | **Phone** | USA (563) 263-8933 |
| **Close Date** | 7/29/2024 01:00:00 PM (CT) | **Fax** | |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|---|---|---|---|---|
| Stivers Ford Lincoln | Waukee | IA | 7/26/2024 09:27:39 AM (CT) | 1 | $73,455.00 |
| Ed Morse Muscatine | Muscatine | IA | 7/27/2024 09:43:31 AM (CT) | 1 | $75,550.00 |

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

# City of Muscatine

ITEM NUMBER 2024-0357

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Melissa Rinnert, Housing Programs Supervisor
Jodi Royal-Goodwin, Community Development Director
Rob Awbrey, Housing Maintenance Supervisor

**SUBJECT**

Request to Approve Change Order #1 for Sunset Park Lighting Project for an Amount of $4,343.37 to Tri-City Electric Company.

**EXECUTIVE SUMMARY**

Presented for City Council's consideration is a request to approve change order #1 in the amount of $4,343.37 for the Sunset Park Lighting Project to Tri-City Electric Co.

**STAFF RECOMMENDATION**

Staff recommends approval of  change order #1 in the amount of $4,343.37 for the Sunset Park Lighting Project to Tri-City Electric Co.

**BACKGROUND/DISCUSSION**

The Sunset Park Lighting Project includes a new lighting system with new underground wiring, concrete pads, poles and light heads with LED fixtures. The City Council approved the original total bid of $109,503.00 ($105,353.00 base bid with an alternate of adding $4,150.00 for an additional pole and fixture). We are removing the original alternate bid in order to add two fixture heads to poles that would better meet the needs of the project and the safety of the residents. The net increase of this change is $193.37 after the $4,150.00 deduction in favor of the $4,343,37 change order.

**CITY FINANCIAL IMPACT**

There will be no impact to the general fund. Contract expenses will be paid with MMHA Capital Program Funds and sufficient funding is available for this change order..

**ATTACHMENTS**

1. Sunset lighting change order #1

Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

July 23, 2024

RE: Sunset Park Muscatine/ Pricing for Additional Lighting

Matt,

*Tri-City Electric* Co. is pleased to provide the following scope of work:

Scope of work to include:

- Provide and install one (1) additional luminaire to the light pole nearest to 2900A facing the playground
- Provide and install one (1) additional luminaire to the light pole in the parking lot nearest to the office facing the playground

General Notes

1. Quote is based on normal working hours of 7am to 3:30 pm Monday thru Friday, with the exceptions of Holidays.
2. Quote does not include a performance bond.
3. Quote does not include any allowance or contingency.
4. Quote does not include any final grading or seeding.
5. Quote does not include any traffic control.
6. Quote does not include a performance and payment bond.
7. Quote includes an electrical permit only.
8. We have not included any other permits.

Total Change Order Price: $4,343.37

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

Bob Horn
Project Manager
Electrical Construction
Ph:563.468.6168
E-mail: bhorn@tricityelectric.com

**Notes**

**Due to the increasing rise in copper, aluminum, steel and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis.** Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract. **Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 10 days from its date.** Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

**Please note:** As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

**Excavation Notes**

Proposal is based on normal soil conditions for trenching, auguring and excavation. If TCE encounters rock, debris, old foundations, high water, loose or unstable soil conditions additional charges will be added respectively. All excavation spoils are to remain on site. If included in bid for removal is based on CLEAN, Non-Contaminated soil removal and does not included remediation or special hauling fees, treatment charges and special permits relating to contaminated soils. Owner/General Contractor is responsible for all excavated areas if not specified and included in the scope of work.

**Non-Solicitation of Employees**

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

**Force Majeure**

If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

909 Industrial Blvd.
Sugar Land, TX 77478
Phone: 281-240-0909
Fax: 281-240-2588

KW INDUSTRIES INC. FIELD MODIFICATION OF LIGHTING STANDARDS

Field modifications of KW Industries products are permitted following the below guidelines.

KWI standard finish warranties will remain in effect for the non-modified portions of the lighting standard. The modified portion needs to be treated with an anti-rust agent to avoid future corrosion. KWI will not warranty the modified portion of the lighting standard.

When adding fixtures, cameras, or other items please consult a KWI representative regarding the lighting standard's performance capability with added weight/EPA to ensure the general product warranty is not compromised.

Andrew Pettigrew

*Andrew Pettigrew*

National Sales Manager
KW Industries Inc

# City of Muscatine

ITEM NUMBER 2024-0360

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**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 $96,205.00, to MacQueen Equipment for the Purchase of a Titan Pro Plus Leaf Vacuum.

**EXECUTIVE SUMMARY**

Request to approve the issuance of a purchase order in the amount of $96,205.00 to MacQueen Equipment for the purchase of a Titan Pro Plus Leaf Vacuum.

**STAFF RECOMMENDATION**

Staff recommends approval of the purchase order in the amount of $96,205.00.

**BACKGROUND/DISCUSSION**

The Street Department has selected the Titan Leaf Pro Vacuum from MacQueen Equipment as best suited to meet the needs of the city. It is an upgrade from what we currently use as it has an operator ride-on seat to improve efficiency and decrease fatigue and risk of injury. We would utilize contract bid pricing to make this purchase. The current Minnesota State bid was used, as in the past, for previous departmental purchases. The state bid will be honored by our local dealer, MacQueen Equipment.

In order to make sure we did our due diligence while purchasing using this method, we also utilized the current Sourcewell bid to compare pricing. The cost of this unit using that bid would be $96,442.45

We feel that utilizing this bid process to procure this piece of equipment meets our bidding rules and allows us to purchase the best piece of equipment available at the best price.

This piece of equipment has a long lead time and delivery is not expected until Fall of 2025. Purchasing now locks in the current price.

## CITY FINANCIAL IMPACT

Funding for this equipment was budgeted and is available in the Street Cleaning Budget. Using this purchase method, we are able to come in under budget.

## ATTACHMENTS

1. Titan Pro Plus MnDOT Quote
2. Titan Pro Plus Sourcewell Quote

**DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT**

August 7th, 2024

Tyson Wedekind
Roadway Maintenance Supervisor
City of Muscatine

Adam,

Per your request, a Proposal has been generated based on the below equipment list and the MNDOT Contract Bid for a Titan Pro Plus Leaf Vacuum.

| Spec | Description | Qty | Price |
|---|---|---|---|
| 10.6 | Titan Pro Plus Leaf Vacuum | 1 | $88,064.00 |
| 10.9 | Clean Out Door | 1 | $742.00 |
| 6.1 | Dust Control System | 1 | $3,661.00 |
| 11.2 | Delivery Ankeny, IA to Muscatine, IA | 1 | $852.00 |

**Standard Features:**

- Electric trailer brakes with breakaway system
- 7000 lb single axle and running gear
- DOT-compliant lighting with LED Lighting
- Telescoping tongue with 7 positions spanning 36"
- 2 5/16" ball coupler rated at trailer capacity
- 74 HP Tier 4 Engine Kubota Diesel Engine
- Magnetic prescreens on engine for added filtration
- 50-gallon aluminum fuel tank with sight gauge
- 30" diameter belt driven 5 blades of AR400
- Blower housing liner
- Discharge elbow liner
- 5 groove belt and sheave system for optimum performance
- 11-1/2" clutch to fit SAE #3 engine housing
- Rigid discharge tube with 4' hd rubber adaptor hose
- Curbside pickup with overhead boom.
- Wheel chocks
- Yellow waring flashers LED
- Fire extinguisher
- Hydraulic Jack with caster wheel

**Pricing Summary:**
Combined MnDot Price: 93,319.00

**Required Dealer Services Added Not Included in Contract Pricing:**
Machine Pre-Delivery Inspection: $1,200.00
Training On-Site in Muscatine: $900.00
Strobe Light: $786.00

**Combined MnDot Bid Price: $96,205.00**

www.macqueengroup.com
**4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 . Fax: 515.289.9995**
**Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005**

Pricing Includes:  Delivery to city shop and on-site operator/maintenance training.
Leadtime:  Fall 2025 TBD by factory availability
Payment Terms:  Invoice Due 30 Days After Delivery
Warranty:  1 Year Parts & Labor Warranty

Please call if you have any questions about this proposal, pricing, or equipment.

Thank you.

Jeremy Van Buren
MacQueen Equipment
815-440-1618

**DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT**

August 7th, 2024

Tyson Wedekind
Roadway Maintenance Supervisor
City of Muscatine

Adam,

Per your request, a Proposal has been generated based on the Sourcewell Contract #:093021-GEP Bid for a Titan Pro Plus Leaf Vacuum.

| **Description** | **Qty** | **Price** |
|---|---|---|
| Titan Pro Plus Leaf Vacuum | 1 | $93,718.00 |
| Strobe Light | 1 | $786.00 |
| Dust Control System | 1 | $3,907.00 |

**Standard Features:**

- Electric trailer brakes with breakaway system
- 7000 lb single axle and running gear
- DOT-compliant lighting with LED Lighting
- Telescoping tongue with 7 positions spanning 36"
- Adjustable pintle hitch rated at trailer capacity
- 74 HP Tier 4 Engine Kubota Diesel Engine
- Magnetic prescreens on engine for added filtration
- 50-gallon aluminum fuel tank with sight gauge
- 30" diameter belt driven 5 blades of AR400
- Blower housing liner
- Clean Out Door
- Discharge elbow liner
- 5 groove belt and sheave system for optimum performance
- 11-1/2" clutch to fit SAE #3 engine housing
- Rigid discharge tube with 4' hd rubber adaptor hose
- Curbside pickup with overhead boom.
- Wheel chocks
- Yellow waring flashers LED
- Fire extinguisher
- Hydraulic Jack with caster wheel

**Pricing Summary:**
Combined Sourcewll Price: $98,411.00
Sourcewell Discount 5%: -$4,920.55

**Required Dealer Services Added Not Included in Contract Pricing:**
Machine Pre-Delivery Inspection: $1,200.00
Training On-Site in Muscatine: $900.00
Delivery to Muscatine from MacQueen Equipment: $852.00

**Combined Sourcewell Bid Price: $96,442.45**

www.macqueengroup.com
**4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 . Fax: 515.289.9995**
**Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005**

Pricing Includes:  Delivery to city shop and on-site operator/maintenance training.
Leadtime:  Fall 2025 TBD by factory availability
Payment Terms:  Invoice Due 30 Days After Delivery
Warranty:  1 Year Parts & Labor Warranty

Please call if you have any questions about this proposal, pricing, or equipment.

Thank you.

Jeremy Van Buren
MacQueen Equipment
815-440-1618

# City of Muscatine

ITEM NUMBER 2024-0354

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**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 $94,225.00, to Peterson Contractors Inc. for the 2024 Pavement Crushing Contract.

**EXECUTIVE SUMMARY**

Presented for City Council's consideration is a request to issue a purchase order to Peterson Contractors Inc. in the amount of $94,225.00 for the 2024 Pavement Crushing Contract.

**STAFF RECOMMENDATION**

Staff recommends approval of the purchase order in the amount of $94,225.00.

**BACKGROUND/DISCUSSION**

The Public Works Department crushes both concrete and asphalt pavement. The multiple uses for both products include, repair of rock shoulders, base material for both concrete repair, and asphalt repair and asphalt overlay. The material is also used for repair of the compost site, trail base, and other City Projects. Three bids were received with Peterson Contractors being the lowest responsible bid. The budgeted amount is $100,000.

**CITY FINANCIAL IMPACT**

Funding for this Item is from the Road Use Tax Fund. This was approved during the 2024/2025 Budget Meetings under the Roadway Maintenance Budget.

**ATTACHMENTS**

1. Summary Bid Tab- 2024 Pavement Crushing

| | | | |
|---|---|---|---|
| **Event Number** | 2024-0066 | **Organization** | City of Muscatine |
| **Event Title** | Pavement Crushing | **Workgroup** | Purchasing |
| **Event Description** | The City of Muscatine is requesting quotes | **Event Owner** | Eva Birch |
| **Event Type** | Request for Quote | **Email** | ebirch@muscatineiowa.gov |
| **Issue Date** | 7/30/2024 11:30:01 AM (CT) | **Phone** | (563) 263-8933 |
| **Close Date** | 8/7/2024 10:00:00 AM (CT) | **Fax** | |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|---|---|---|---|---|
| Peterson Contractors Inc | Reinbeck | IA | 8/7/2024 09:03:08 AM (CT) | 4 | $94,225.00 |
| Maxim Trucking & Materials | Pella | IA | 8/7/2024 08:46:25 AM (CT) | 4 | $98,600.00 |
| Bushman Excavating, Inc. | Fairfax | IA | 7/31/2024 01:47:53 PM (CT) | 4 | $99,325.00 |

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

# City of Muscatine

ITEM NUMBER 2024-0363

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Brian Stineman, Public Works Director
David Popp, Solid Waste Manager

**SUBJECT**

Request to Approve the Issuance of a Purchase Order, in the Amount of $98,635.00, to Iloca Services of Davenport for the Purchase of a 2024 Mac Transfer Trailer.

**EXECUTIVE SUMMARY**

For Council consideration is the request to approve the issuance of a purchase order in the amount of $98,635.00 to Iloca Services for the purchase of a 2024 Mac transfer trailer.

**STAFF RECOMMENDATION**

Staff recommends Council approve the issuance of a purchase order in the amount of $98,635.00 to Iloca Services for the purchase of a 2024 transfer trailer.

**BACKGROUND/DISCUSSION**

The City of Muscatine Solid Waste Division uses four walking floor trailers to transport trash from the Transfer Station to the Landfill daily. The trailers are operated in what are considered severe use conditions and have a life expectancy of ten years or less. The trailer being replaced is a 2010 model and was taken out of service due to rust issues with the frame of the trailer. The goal of the division is to replace the current inventory of steel transfer trailers with aluminum trailers. Aluminum trailers see fewer issues with rust and are lighter, thus allowing more weight to be hauled with each load. The division has replaced two of it's four trailers within the last five years and wants to stay consistent with the Mac trailer brand. This allows parts, service and operator training to be consistent. Quotes were taken for this trailer from Iloca Services of Davenport for the amount of $98,635.00, The Sourcewell equipment purchasing site for $110,689.00 and Jim Hawk Trailer of Davenport did not return a quote.

**CITY FINANCIAL IMPACT**

There is $95,000.00 budgeted in the FY 25 budget for the replacement of this trailer. The remaining $3,635.00 will come from the sale of the 2010 trailer that is being replaced.

**ATTACHMENTS**

1. SHAWN-Sourcewell 2024 Mac
2. 2024 Mac Quote

MAC WASTE TRAILER, INC
2360 W. MAIN ST.
ALLIANCE, OH 44601
Phone: (234) 214-6420
Website: WWW.MACTRAILER.COM

This offer is valid until the printed expiration date, and is subject to change at Manufacturer discretion based on market conditions.

## MOVINGFLOOR SP

Quote ID # 93698 JOB # Rev 12

| | | | | | |
|---|---|---|---|---|---|
| **Customer** | CITY OF MUSCATINE | | | **Balance Due** | $110,689.00 |
| **Dealer Name** | MAC WASTE TRAILER, INC | | | **Cubic Yards** | 97 |
| **Quote Date** | 4/19/24 | **Quote Expires** | 6/29/24 | **Qty** 1 | **Weight** 18313 lbs. *** |

**Dealer Salesman** TOM LAGIGLIO **Model Code** MM **Plant of Mfg** W
***Cust P.O. #*** SOURCEWELL #76457 ***Cust Unit #*** SOURCEWELL CONTRACT #092922-MCT

## BODY

| | |
|---|---|
| LOAD PROFILE | MATERIAL, 80K GVWR |
| (REF#65577) | |
| LENGTH | 45 |
| WIDTH | 96 |
| DRIVE UNIT | HALLCO, 3 IN. CYLINDERS I-4K |
| ADD HIGH PRESSURE FILTER | |
| FLOOR | HALLCO 1/2" TRIPLE RIDGE 41-6430 (96 W) |
| HALLCO 11/16" TRIPLE RIDGE-41-4164 SLAT & ADD 36 IN WEAR STRIPS ON BOTH ENDS | |
| HYDRAULIC PIPE | STAINLESS STEEL HYDRAULIC PIPE |
| CROSSMEMBER TYPE | HEAVY-LANDING GEAR TO COUPLER PLATE 12 IN. C/M SPACING |
| CROSSMEMBER SPACING | 5-1/4 IN. I-BEAMS, 12 O.C. |
| RUBBER SEAL | YES |
| WALL HEIGHT | 95 |
| NEEDS TO BE 12 FT-6 IN OR UNDER | |
| WALL THICKNESS | 0.25 |
| 1/4 IN. WALL LAST 15 FT. | 0.25 LAST 15 FT. |
| WALL LINER | BOOMERANG |
| TAPERED SIDE | NONE |
| FULL LID | NONE |
| TOP RAIL OPTION | HEAVY 6 IN. W X 9 IN. T X 3/4 IN. TOP AND 1/2 IN. FACE |
| **HEAVY 6 IN. W X 9 IN. T X 3/4 IN. TOP AND 1/2 IN. FACE** | |
| NO. OF UPRIGHTS | 19 |
| NO. OF UPRIGHTS TO ADD OR SUBTRACT | 0 |
| HORIZONTAL BRACING | NONE |
| TARP BAR | NONE |
| BULKHEAD | 1/4 IN. |
| BULKHEAD STEPS | CATWALK & LADDER W/ STEPS INSIDE |
| FRONT FENDERS WITH FLAPS | NONE |
| BOTTOM RAIL | SQUARE, NO CLEAN OUT |
| UPPER CROSS TUBES / CAPS | (2) TUBES (MID & REAR) |
| TIRE CARRIER | NONE |

## LIGHTS

| | |
|---|---|
| LIGHT TYPE | GROTE L.E.D. W/ GROMMET |
| LIGHT PANEL | 2 LARGE-3 SMALL-2 LARGE (IN TAILGATE) OO ooo OO |
| APRON | NONE |
| STD. MARKER LIGHTS | (3) EACH SIDE |
| MID-TURNS | (1) PAIR L.E.D. (NON-COMBO) |
| BACK-UP LIGHTS | NONE |
| AUXILIARY CABLE | NONE |

| | |
|---|---|
| REAR POCKET LIGHTS | 1 PAIR |

## GATE

| | |
|---|---|
| GATE SHEET THICKNESS | SMOOTH SIDE PANELS |
| GATE OPERATION | MECHANICAL SIDE LATCH |
| HINGE TYPE | C.S. SIDE SWING |
| GATE BRACING | NO BRACING (SMOOTH SIDE PANELS) |
| SAFETY CHAIN | YES |
| WINDERS / SAFETY LATCH | WINDERS (1) SIDE ONLY |
| GATE STEPS | UP CENTER OF GATE OUTSIDE ONLY |
| TARP HOOKS | BULKHEAD AND GATE |

## PRIMARY AXLES

| | |
|---|---|
| MODEL | CLOSED TANDEM |
| NO. OF PRIMARY AXLES | 2 |
| SUSPENSION | MAC FABBED GALVANIZED 3 LEAF TAN. (49) |
| AXLE SPACING | 49 |
| SUB-FRAME | TANDEM, HI-TENSILE FAB. (SPRING RIDE ONLY) |
| AXLES | TP 71.5 5/8W WABCO 7" 25K |
| BRAKES | 7 IN. XL, W/ 30-30 CHAMBERS |
| CAM GUARDS | NONE |
| HUB AND DRUM | CAST W/ STEEL HUB HP 10 STUD TP, LS, 7 IN. |
| TIRES | YOKOHAMA RY023 11R 22.5 16 PLY |
| ADD (1) SPARE TIRE & RIM MOUNTED & SHIPPED LOOSE INSIDE TRL. | |
| WHEELS | STEEL HP 22.5X8.25 - WHITE POWDER COATED |
| PRIMARY AXLE TIRE INFLATION SYSTEM | MOVED TO CHASSIS |

## LIFT AXLES

| | |
|---|---|
| NO. OF LIFT AXLES | 0 |
| LIFT AXLE SUSPENSION | NONE |
| LIFT KIT | NONE |
| LIFT AXLE DISTANCE | N/A |
| LIFT AXLE | NONE |
| LIFT AXLE BRAKES | NONE |
| LIFT AXLE CAM GUARDS | NONE |
| LIFT AXLE HUB AND DRUM | NONE |
| LIFT AXLE TIRES | NONE |
| LIFT AXLE WHEELS | NONE |
| LIFT AXLE CONTROLS | NONE |
| FREE WHEEL VALVE | NONE |
| LIFT AXLE TIRE INFLATION SYSTEM | MOVED TO CHASSIS |

## STEERABLE LIFT AXLES

| | |
|---|---|
| NO. OF STEERABLE AXLES | 0 |
| STEERABLE AXLE SUSPENSION | NONE |
| STEERABLE AXLE DISTANCE | N/A |
| STEERABLE AXLES | NONE |
| STEERABLE AXLE BRAKES | NONE |
| STEERABLE AXLE HUB AND DRUMS | NONE |
| STEERABLE AXLE TIRES | NONE |
| STEERABLE AXLE WHEELS | NONE |
| STEERABLE AXLE CONTROLS | NONE |
| STEERABLE AXLE LIFT KIT | NONE |

## CHASSIS

| | |
|---|---|
| PIN SETTING | 36 |
| 5TH WHEEL PLATE | 3/8 LOW PROFILE |
| 5TH WHEEL PLATE HEIGHT | 49 IN. HIGH |
| GALVANIZED SUSPENSION HANGERS | INCLUDED W/ SUSPENSION |
| SUSPENSION CONTROL | NONE |
| ABS FOR TRAILER | (1) 2S1M MERITOR / WABCO |
| SLACKS | AUTOMATIC |

| | |
|---|---|
| TIRE INFLATION SYSTEM | NONE |
| AXLE LUBRICATION | SYNTHETIC GREASE |
| HUBODOMETER | NONE |
| DUST COVERS | NONE |
| DOLLIES - LANDING GEAR - LANDING LEGS | HOLLAND - (62,500 LB.) - MARK V - 10 YEAR GALVANIZED STEEL - REVERSE MOUNT - D.S. |
| REGISTRATION HOLDER | NONE |
| AIR GAUGE / SYSTEM | NONE |
| ENCLOSURE FOR SWITCHES | NONE |
| AIR TANKS | ALUMINUM TANK |
| HYDRAULIC HOSE FITTING | 1 IN. X 108 IN. HOSE W/ WING FITTING |
| FLAPS FRONT OF TIRES | NONE |
| FLAPS REAR OF TIRES | FLAP BEHIND REAR AXLE |
| BUMPER | MOVER BUMPER |

## TARP

| | |
|---|---|
| TARP MANUFACTURER | AERO CLASSIC SIDE TO SIDE - VINYL |
| TARP CONTROL | MANUAL |
| TARP COLOR | BLACK |
| BOW HOLDERS | NONE |
| NO ROLL CAPS FRONT OR REAR-(PER D. POPP) | |
| TARP BRACKET | NONE |

## PAINT

| | |
|---|---|
| SUSPENSION COLOR | BLACK SOFT COAT |
| PIN STRIPING | BLACK (931716) |
| MAC MACHINE FINISH LOGOS | BLACK (931716) |
| OPTIONAL SIGNS | NONE |

**Due to potential material cost increases, delivered unit pricing will be finalized 90 days prior to start of production.**

***Quote #*** 93698

***Job #***

*Pricing is in U.S. Currency*

| | |
|---|---|
| **UNIT PRICE** | **$108,964.00** |
| FET | $0.00 |
| Sales Tax | $0.00 |
| **SUB TOTAL** | **$108,964.00** |
| Freight | $1,725.00 |
| **FOB MfgLoc Total** | **$110,689.00** |
| Trade In Allowance | $0.00 |
| Down Payment | $0.00 |
| **BALANCE DUE** | **$110,689.00** |

Thank you for your business

**ORDER CANCELLATION POLICY**

Orders configured with common published and non-published options will not be subject to a cancellation penalty when the Manufacturer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a $2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

***** denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.**

ILOCA SERVICES, INC
9 S 104 FRONTENAC ST
AURORA, IL 60504
Phone: (630) 618-5114
Website: WWW.SEMITRAILERS.NET

This offer is valid until the printed expiration date , and is subject to change at Manufacturer discretion based on market conditions.

| MOVINGFLOOR SP | | | | Quote ID # 94859 | JOB # | Rev 6 |
|---|---|---|---|---|---|---|
| Customer | ILOCA SERVICES, INC | | | Balance Due | $98,635.00 | |
| Dealer Name | ILOCA SERVICES, INC | | | Cubic Yards | 97 | |
| Quote Date | 6/20/24 | Quote Expires | 7/21/24 | Qty 1 | Weight | 18313 lbs. *** |

Dealer Salesman TOM LAGIGLIO Model Code MM Plant of Mfg W
Cust P.O. # Cust Unit # CITY OF MUSCATINE

## BODY

| | |
|---|---|
| LOAD PROFILE | MATERIAL, 80K GVWR |
| (REF#65577) | |
| LENGTH | 45 |
| WIDTH | 96 |
| DRIVE UNIT | HALLCO, 3 IN. CYLINDERS I-4K |
| ADD HIGH PRESSURE FILTER | |
| FLOOR | HALLCO 1/2" TRIPLE RIDGE 41-6430 (96 W) |
| HALLCO 11/16" TRIPLE RIDGE-41-4164 SLAT & ADD 36 IN WEAR STRIPS ON BOTH ENDS | |
| HYDRAULIC PIPE | STAINLESS STEEL HYDRAULIC PIPE |
| CROSSMEMBER TYPE | HEAVY-LANDING GEAR TO COUPLER PLATE 12 IN. C/M SPACING |
| CROSSMEMBER SPACING | 5-1/4 IN. I-BEAMS, 12 O.C. |
| RUBBER SEAL | YES |
| WALL HEIGHT | 95 |
| NEEDS TO BE 12 FT-6 IN OR UNDER | |
| WALL THICKNESS | 0.25 |
| 1/4 IN. WALL LAST 15 FT. | 0.25 LAST 15 FT. |
| WALL LINER | BOOMERANG |
| TAPERED SIDE | NONE |
| FULL LID | NONE |
| TOP RAIL OPTION | HEAVY 6 IN. W X 9 IN. T X 3/4 IN. TOP AND 1/2 IN. FACE |
| HEAVY 6 IN. W X 9 IN. T X 3/4 IN. TOP AND 1/2 IN. FACE | |
| NO. OF UPRIGHTS | 19 |
| NO. OF UPRIGHTS TO ADD OR SUBTRACT | 0 |
| HORIZONTAL BRACING | NONE |
| TARP BAR | NONE |
| BULKHEAD | 1/4 IN. |
| BULKHEAD STEPS | CATWALK & LADDER W/ STEPS INSIDE |
| FRONT FENDERS WITH FLAPS | NONE |
| BOTTOM RAIL | SQUARE, NO CLEAN OUT |
| UPPER CROSS TUBES / CAPS | (2) TUBES (MID & REAR) |
| TIRE CARRIER | NONE |

## LIGHTS

| | |
|---|---|
| LIGHT TYPE | GROTE L.E.D. W/ GROMMET |
| LIGHT PANEL | 2 LARGE-3 SMALL-2 LARGE (IN TAILGATE) OO ooo OO |
| APRON | NONE |
| STD. MARKER LIGHTS | (3) EACH SIDE |
| MID-TURNS | (1) PAIR L.E.D. (NON-COMBO) |
| BACK-UP LIGHTS | NONE |
| AUXILIARY CABLE | NONE |

| | |
|---|---|
| REAR POCKET LIGHTS | 1 PAIR |

## GATE

| | |
|---|---|
| GATE SHEET THICKNESS | SMOOTH SIDE PANELS |
| GATE OPERATION | MECHANICAL SIDE LATCH |
| HINGE TYPE | C.S. SIDE SWING |
| GATE BRACING | NO BRACING (SMOOTH SIDE PANELS) |
| SAFETY CHAIN | YES |
| WINDERS / SAFETY LATCH | WINDERS (1) SIDE ONLY |
| GATE STEPS | UP CENTER OF GATE OUTSIDE ONLY |
| TARP HOOKS | BULKHEAD AND GATE |

## PRIMARY AXLES

| | |
|---|---|
| MODEL | CLOSED TANDEM |
| NO. OF PRIMARY AXLES | 2 |
| SUSPENSION | MAC FABBED GALVANIZED 3 LEAF TAN. (49) |
| AXLE SPACING | 49 |
| SUB-FRAME | TANDEM, HI-TENSILE FAB. (SPRING RIDE ONLY) |
| AXLES | TP 71.5 5/8W WABCO 7" 25K |
| BRAKES | 7 IN. XL, W/ 30-30 CHAMBERS |
| CAM GUARDS | NONE |
| HUB AND DRUM | CAST W/ STEEL HUB HP 10 STUD TP, LS, 7 IN. |
| TIRES | YOKOHAMA RY023 11R 22.5 16 PLY |
| ADD (1) SPARE TIRE & RIM MOUNTED & SHIPPED LOOSE INSIDE TRL. | |
| WHEELS | STEEL HP 22.5X8.25 - WHITE POWDER COATED |
| PRIMARY AXLE TIRE INFLATION SYSTEM | MOVED TO CHASSIS |

## LIFT AXLES

| | |
|---|---|
| NO. OF LIFT AXLES | 0 |
| LIFT AXLE SUSPENSION | NONE |
| LIFT KIT | NONE |
| LIFT AXLE DISTANCE | N/A |
| LIFT AXLE | NONE |
| LIFT AXLE BRAKES | NONE |
| LIFT AXLE CAM GUARDS | NONE |
| LIFT AXLE HUB AND DRUM | NONE |
| LIFT AXLE TIRES | NONE |
| LIFT AXLE WHEELS | NONE |
| LIFT AXLE CONTROLS | NONE |
| FREE WHEEL VALVE | NONE |
| LIFT AXLE TIRE INFLATION SYSTEM | MOVED TO CHASSIS |

## STEERABLE LIFT AXLES

| | |
|---|---|
| NO. OF STEERABLE AXLES | 0 |
| STEERABLE AXLE SUSPENSION | NONE |
| STEERABLE AXLE DISTANCE | N/A |
| STEERABLE AXLES | NONE |
| STEERABLE AXLE BRAKES | NONE |
| STEERABLE AXLE HUB AND DRUMS | NONE |
| STEERABLE AXLE TIRES | NONE |
| STEERABLE AXLE WHEELS | NONE |
| STEERABLE AXLE CONTROLS | NONE |
| STEERABLE AXLE LIFT KIT | NONE |

## CHASSIS

| | |
|---|---|
| PIN SETTING | 36 |
| 5TH WHEEL PLATE | 3/8 LOW PROFILE |
| 5TH WHEEL PLATE HEIGHT | 49 IN. HIGH |
| GALVANIZED SUSPENSION HANGERS | INCLUDED W/ SUSPENSION |
| SUSPENSION CONTROL | NONE |
| ABS FOR TRAILER | (1) 2S1M MERITOR / WABCO |
| SLACKS | AUTOMATIC |

| | |
|---|---|
| TIRE INFLATION SYSTEM | NONE |
| AXLE LUBRICATION | SYNTHETIC GREASE |
| HUBODOMETER | NONE |
| DUST COVERS | NONE |
| DOLLIES - LANDING GEAR - LANDING LEGS | HOLLAND - (62,500 LB.) - MARK V - 10 YEAR GALVANIZED STEEL - REVERSE MOUNT - D.S. |
| REGISTRATION HOLDER | NONE |
| AIR GAUGE / SYSTEM | NONE |
| ENCLOSURE FOR SWITCHES | NONE |
| AIR TANKS | ALUMINUM TANK |
| HYDRAULIC HOSE FITTING | 1 IN. X 108 IN. HOSE W/ WING FITTING |
| FLAPS FRONT OF TIRES | NONE |
| FLAPS REAR OF TIRES | FLAP BEHIND REAR AXLE |
| BUMPER | MOVER BUMPER |

## TARP

| | |
|---|---|
| TARP MANUFACTURER | AERO CLASSIC SIDE TO SIDE - VINYL |
| TARP CONTROL | MANUAL |
| TARP COLOR | BLACK |
| BOW HOLDERS | NONE |
| NO ROLL CAPS FRONT OR REAR-(PER D. POPP) | |
| TARP BRACKET | NONE |

## PAINT

| | |
|---|---|
| SUSPENSION COLOR | BLACK SOFT COAT |
| PIN STRIPING | BLACK (931716) |
| MAC MACHINE FINISH LOGOS | BLACK (931716) |
| OPTIONAL SIGNS | NONE |

**Due to potential material cost increases, delivered unit pricing will be finalized 90 days prior to start of production.**

***Quote #*** 94859

***Job #***

*Pricing is in U.S. Currency*

| | |
|---|---|
| **UNIT PRICE** | **$98,635.00** |
| FET | $0.00 |
| Sales Tax | $0.00 |
| **SUB TOTAL** | **$98,635.00** |
| Freight | $0.00 |
| | **$98,635.00** |
| Trade In Allowance | $0.00 |
| Down Payment | $0.00 |
| **BALANCE DUE** | **$98,635.00** |

Thank you for your business

**ORDER CANCELLATION POLICY**

Orders configured with common published and non-published options will not be subject to a cancellation penalty when the Manufacturer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a $2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

***** denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.**

# City of Muscatine

ITEM NUMBER 2024-0367

## AGENDA ITEM SUMMARY

DATE: 8/15/2024

**STAFF**

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

**SUBJECT**

Request to Approve Change Order Number 1 For the Fulliam Avenue Reconstruction Project Phase 2 in the amount of $2,232.73.

**EXECUTIVE SUMMARY**

This request is to approve change order number 1 for the Fulliam Avenue Reconstruction Phase 2 project in the amount of $2,232.73. The purpose of this change order is to account for the removal and capping work required for an unknown abandoned water service in front of 2506 W Fulliam Ave.

**STAFF RECOMMENDATION**

To approve the request.

**BACKGROUND/DISCUSSION**

While constructing the storm sewer the contractor hit an unmarked, and previously unknown, water service by 2506 W Fulliam Ave. The water service was determined to have been abandoned and needed removed in order to complete the construction. MPW assisted in notifying the city of what they required to be done. The removal is the responsibility of the city due to the cause of the removal being the construction of city infrastructure. The price provided for this work is $2,232.73.

**CITY FINANCIAL IMPACT**

This change order will be paid for out of the project budget using Road Use Tax

**ATTACHMENTS**

1. Fulliam Phase 2 - Change Order1

# City of Muscatine - Iowa

## Change Order Details

### Fulliam Ave Reconstruction - Phase 2

| | |
|---|---|
| **Description** | Remove/replace Fulliam from Green Acres Dr to approximately 350' west of Westfield Dr |
| **Prime Contractor** | HEUER CONSTRUCTION, INC. |
| **Change Order** | 1 |
| **Status** | Pending |
| **Date Created** | 08/06/2024 |
| **Type** | Non-Significant- City Funded |
| **Summary** | Fix Unmarked Water Service at 2506 W Fulliam Avenue. |
| **Change Order Description** | During construction of storm sewer, Heuer's underground crew hit an unmarked water service at 2506 W Fulliam Ave, that had been abandoned. Upon reaching out to MPW, they informed Heuer to excavate back to the corp stop, shut off water service at corp stop and then remove old water service. |
| **Awarded Project Amount** | $702,915.00 |
| **Authorized Project Amount** | $702,915.00 |
| **Change Order Amount** | $2,232.73 |
| **Revised Project Amount** | $705,147.73 |

**C - Settlement for Cost(s) of change as follows with items addressed in Sections F and/or G:**

Agreed upon price.

## New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|---|---|---|---|---|---|
| **Section: 1 - Description** | | | | | |
| 8001 | 5010-108-H-2 | EA | 1.000 | $2,232.730 | $2,232.73 |
| Removal of Unmarked Water Service | | | | | |
| 1 item | | | | | Total: $2,232.73 |

**AGREED BY CONTRACTOR:**

By: Krystal Gutel Date: 8-6-24

**RECOMMENDED BY ENGINEER:**

By: _____ Date: 8/7/24

**APPROVED BY MUSCATINE CITY COUNCIL:**

By: _____ Date: _____

**MAYOR**