



City of Muscatine

CITY COUNCIL

Thursday, November 7, 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
Tony Kies, Interim City Administrator
Cinda Hilger, Deputy City Clerk
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.

November 7, 2024, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION-Aleese Kenitzer
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE

5. **FROM THE MAYOR**

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

7. **COMMUNICATIONS - CITIZENS**

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

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

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

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

- A. October 17, 2024 Regular City Council Meeting Minutes
- B. October 30, 2024 City Council Goal Setting Minutes
- C. October 29, 2024 Special City Council Meetings (3 Interviews for City Administrator Position)

11. *** PETITIONS AND COMMUNICATIONS**

- A. Request on second reading of a Class "E" Retail Alcohol License for The Crown Liquor & Smoke, 714 Grandview Avenue – Crown Retail 1 LLC (pending inspections)
- B. Request on first reading of a Class "E" Retail Alcohol License for Market Jalisciense LLC, 1608 Grandview Avenue, Ste. 1 – Market Jalisciense LLC (pending inspections)
- C. Request on first reading of a Class "C" Retail Alcohol License for BigBear's Bar and Billiards, 218 Walnut Street – BigBear's LLC (pending inspections)
- D. Request for renewal of a Class "B" Retail Alcohol License for Aldi Inc. #5, 3200 Northport Drive – Aldi Inc. (pending inspections)
- E. Request for renewal of a Class "C" Retail Alcohol License for Headquarters Corp, 2108 Grandview Avenue – Headquarters Corp. (pending inspections)
- F. Request for renewal of a Class "C" Retail Alcohol License for Contrary Brewing Co., 411 West Mississippi Drive – Contrary Brewing LLC (pending inspections)

- G. Request for renewal of a Class “C” Retail Alcohol License for Hubble’s Tap, 214 East 2 nd Street – Hubble’s Glenda LLC (pending inspections and insurance)
- H. Request for renewal of a Class “C” Retail Alcohol License for Missipi Brewing Company, 107 Iowa Avenue – R & D Operations (pending inspections and insurance)
- I. CIGARETTE/TOBACCO PERMITS
JULY 1, 2024 – JUNE 30, 2025
COUNCIL APPROVAL – NOVEMBER 7, 2024
1. The Crown Liquor & Smoke, 714 Grandview Avenue – Crown Retail 1 LLC

12. * COMMUNICATION – RECEIVE AND FILE

- A. October 14, 2024, Muscatine County Board of Supervisors Meeting Minutes
- B. October 21, 2024, Muscatine County Board of Supervisors Meeting Minutes
- C. October 28, 2024 Muscatine County Board of Supervisors Meeting Minutes
- D. September 24, 2024 Board of Water, Electric and Communications Trustees Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve the Issuance of A Purchase Order to Hanell Construction, in the Amount of \$5,860.00, for Replacing the Stained Glass Coverings at Greenwood Cemetery Chapel.
- B. Request to Approve the Issuance of a Purchase Order to Diamond Floor Finish, in an Amount not to Exceed \$6,628.00, for the Refinishing of the Floor at 501 Cedar Street.
- C. Request to Approve the Issuance of a Purchase Order to Pure Fitness Innovations, for an amount not to exceed \$7,249.00, for the purchase of an MJ5 Multi-Station Crossover Machine.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$3,944,850.38, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

- A. November 7, 2024 Bills for Approval

15. PUBLIC HEARING

- A. Public Hearing in Regard to Potential Environmental Impacts of West Hill Phase 6D Sewer Separation Project.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. First Reading of an Ordinance Amending Title 7, Chapter 9 of the City Code of Muscatine, Iowa - Parking Meters and Rates.
- B. Resolution Establishing Rates for Parking Meters and Parking Meter Hoods, Providing an Option for Parking Meter Fees to be Paid Electronically through a Parking App, and Changing Three Metered Spaces in Lot 7 to Leased Parking Spaces.
- C. Resolutions (7) Approving Internal Advances of Funds for Tax Increment Urban Renewal Projects
 - I Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program.
 - II Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
 - III Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
 - IV Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
 - V Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
 - VI Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
 - VII Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project
- D. Resolutions (14) for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations
 - I Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Wal-View Development Project.
 - II Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Musco Sports Lighting Project.
 - III Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Harrison Lofts, LLC
 - IV Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Riverview Hotel Development

- V Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- HNI Corporation
- VI Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- White Distribution & Supply LLC
- VII Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Bush Development LLC/Hershey Development LLC
- VIII Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- JNB Oak Park, LP
- IX Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- NPSW Enterprises, LLC
- X Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Fridley Theatres Outlot #1
- XI Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Colorado Senior Lofts LLC
- XII Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Grandview Senior Lofts, LLC
- XIII Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- JNB Family 1 NP (Steamboat Apartments)
- XIV Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Love's Travel Stops & Country Stores, Inc
- E. Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the City; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code.
- F. Resolution Approving Contract and Bond with Park Associates dba Park Planet for the Pocket Park Playground Development for \$73,180.00 as Part of the Ignite Vitality: Mulberry, a Neighborhood Revitalization Project.
- G. Resolution Approving a Development Agreement with Muscatine Downtown Investors, LLC
- H. Resolution Setting a Public Hearing on November 21, 2024, for Review of the Plans and Specifications for the Lake Park Boulevard Bridge Deck Overlay Project.
- I. Resolution Setting a Public Hearing on November 21, 2024, Regarding Leasing a Portion of the Muscatine Municipal Airport Property Located North of the Runways for Development of a Solar Generating Facility.
- J. Resolution Setting a Public Hearing on November 21st, 2024, for the Purpose of Hearing Community Comments Regarding the Houser Lift Station Improvement Project.

- K. Resolution Accepting Completed Work Performed by Sulco LLC for the Weed Park Lagoon Project and Authorizing Final Payment of \$91,161.44, Including 5% Retainage to be Released 30 Days from the Date of this Acceptance.
- L. Request to Enter into a Contract with RecDesk LLC for Recreation Management Software for the Parks and Recreation Department at the Start-up Cost of \$9,500.00.
- M. Request to Approve Annual Urban Renewal Report for Fiscal Year 2023/2024
- N. Request to Approve Annual Street Finance Report for Fiscal Year 2023/2024.
- O. Request to Approve Fiscal Year 2023/2024 Annual Financial Report to the State of Iowa.
- P. Request to Approve the Issuance of A Purchase Order to Winsor Consulting, in the Amount of \$40,918.48, for Computer Server and Storage Products.
- Q. Request to Approve Contract with Bolton & Menk, Inc. Not to Exceed \$57,500.00, to Engineer and Manage the Sidewalk Project for the Ignite Vitality: Mulberry, a Neighborhood Revitalization Project.
- R. Request to Approve a Contract with The Nelrod Company for the Physical Needs Assessment and Energy Audit for Muscatine Municipal Housing Agency in the Amount of \$9,799.00.
- S. Request to Issue a Purchase Order, in the Amount of \$59,585.00, to Heuer Construction, Inc. for the Repair and Replacement of a Section of Dick Drake Way.
- T. Request to Issue a Purchase Order in the amount of \$65,332.97 to HRT Mission Adaptive Gear for Body Armor for the MSORT Team.
- U. Update on PetData program from Animal Control Officer Courtney Patel
- V. Review Of Three Trees To Be Removed Around Casey's Landing Rock and Planting Additional Trees

18. MAYOR AND COUNCIL REPORTS

19. OTHER BUSINESS

- A. Request to enter closed session pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session
- B. Request to enter closed session pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session

- C. Request to enter closed session pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session
- D. Request to enter closed session pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session
- E. Discussion and possible action on appointment of Muscatine City Administrator pursuant to the City of Muscatine, Iowa Code of Ordinances 1-10-2(A).

20. ADJOURNMENT



City of Muscatine

CITY COUNCIL MINUTES

Thursday, October 17, 2024

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for October 17, 2024, to order at 06:00 PM.

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

3. **ROLL CALL**

Councilmembers Present: Jindrich, Osborne, Gordon, Lewis, Lampe, Conard and Brockert (by phone).

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

A. Swearing In of Officer Benjamin Baughman

B. Announcement of Trick or Treat Hours

Mayor Bark announced Trick or Treat hours will be on October 31st from 6:00-8:00 p.m.

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

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

7. **COMMUNICATIONS - CITIZENS**

Brian Niepert was present to share his concerns regarding a police incident that took place the prior week.

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

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

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

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. October 3, 2024 City Council Regular Meeting Minutes
- B. October 9, 2024 Special City Council In-Depth Meeting Minutes
- C. October 10, 2024 City Council In-Depth Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Road Closure on Wallace Street for Sanitary Sewer and Water Service Disconnections at 1815 and 1903 Wallace Street
- B. Request for a 5-day Alcohol Permit for Travelin' Sips Mobile Bar, 2107 Stewart Road – Travelin' Sips Mobile Bar LLC (pending inspections)
- C. Request on first reading of a Class “E” Retail Alcohol License for The Crown Liquor & Smoke, 714 Grandview Avenue – Crown Retail 1 LLC (pending inspections)
- D. Request for renewal of a Class “C” Retail Alcohol License for Tacos Jaliscience, 1608 Grandview Avenue – Tacos Jaliscience JEGL LLC (pending inspections and insurance)
- E. Request for renewal of a Class “C” Retail Alcohol License for Bridgeside Pub LLC, 1005 East 2 nd Street – Bridgeside Pub LLC (pending inspections and insurance)
- F. Request for Use of City Property from Chris Anderson with Pearl City Media for the Annual Holiday Stroll to be held on December 6, 2024

12. * COMMUNICATION – RECEIVE AND FILE

- A. September 30, 2024, Muscatine County Board of Supervisors Meeting Minutes
- B. October 7, 2024 Muscatine County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve the Issuance of a Purchase Order to CNR Drywall not to Exceed \$5,900.00 for Drywall Work at City-owned Property, 501 Cedar Street.
- B. Request to Approve the Issuance of A Purchase Order to Hanell Construction for \$24,105.00, for Roofing and Gutters at the Greenwood Cemetery Chapel.

14. * APPROVAL OF BILLS

- A. It is recommended bills totaling \$3,527,124.84, 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).

- B. Supplemental Bill List for October 17, 2024, totaling \$385,000.00 for the Purchase of Property for Relocation of Dredge Spoils Site

15. PUBLIC HEARING

- A. Public Hearing on the Receipt and Approval of Proposals for the Disposal and Development of Certain City-owned Real Property in the Consolidated Muscatine Urban Renewal Area.
There were no written or oral comments regarding this public hearing. Councilmember Lampe, seconded by Councilmember Gordon, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.
- B. Public Hearing to Discuss the Impacts of Replacing the Park Avenue West Bridge.
There were no written or oral comments regarding this public hearing. Councilmember Lewis, seconded by Councilmember Lampe, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.
- C. (CANCELED- will be rescheduled for November 21, 2024) Public Hearing on the Plans and Specifications for the Lake Park Boulevard Bridge Deck Overlay Project.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Resolution Approving Disposition of City-Owned Property in the Consolidated Muscatine Urban Renewal Area (Carver Corner)
Councilmember Lewis, seconded by Councilmember Conard moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- B. Resolution Authorizing and Approving a Loan and Disbursement Agreement, Providing for the Issuance of \$8,000,000 General Obligation Annual Appropriation Sewer Improvement Bonds, Series 2024 and Providing for the Levy of Taxes (Subject to on-Appropriation) to Pay the Same.
Councilmember Conard, seconded by Councilmember Jindrich moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- C. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees and Rental Housing Fees to Private Properties
Councilmember Lewis, seconded by Councilmember Osborne moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- D. A Resolution Awarding Contract to Sulzco, LLC, in the Amount of \$24,450, for the Demolition of a Structure Located at 601 E 6th St

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

- E. Resolution Awarding Contract to Heuer, in the amount of \$10,925.00, for the Demolition of a Structure Located at 613 East 6th Street.
Councilmember Gordon, seconded by Councilmember Osborne moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- F. A Resolution Awarding Contract to Heuer in the Amount of \$16,025.00, for the Demolition of a Structure Located at 707 East 7th Street
Councilmember Jindrich, seconded by Councilmember Conard moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- G. Resolution Approving the Final Plat of 707 East 7th Street Subdivision.
Councilmember Gordon, seconded by Councilmember Lewis moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- H. Resolution Approving the Final Plat of Hale Street Addition.
Councilmember Lewis, seconded by Councilmember Lampe moved to Adopt the Resolution. Vote: Ayes - 7, Nays - 0, Motion Passed.
- I. Resolution Awarding the Contract for the Pocket Park Playground Development for \$73,180 as Part of the Ignite Vitality: Mulberry, a Neighborhood Revitalization Project
Councilmember Jindrich, seconded by Councilmember Lewis moved to Adopt the Resolution. There were questions from City Council regarding when the work would be started and who would be maintaining the park. Staff stated that the park would be maintained by either the City of by MCSA and the work would begin in the spring of 2025.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- J. Request to Approve Declaration of Items as Surplus, and Authorize Sale of Items at Public Surplus Auction.
Councilmember Lewis, seconded by Councilmember Gordon moved to Approve the Request. Vote: Ayes - 7, Nays - 0, Motion Passed.
- K. Request to Approve the Issuance of a Purchase Order to Brauns Excavating LLC, in the amount of \$50,000.00, for Snow Removal and Snow Hauling 2024/2025.
Councilmember Gordon, seconded by Councilmember Jindrich moved to Approve the Request. Vote: Ayes - 7, Nays - 0, Motion Passed.
- L. Request to Approve Agreement with Integrated Parking Management and Revenue Systems for the mPay2Park Parking App
Councilmember Lewis, seconded by Councilmember Gordon moved to Approve the Request. Vote: Ayes - 7, Nays - 0, Motion Passed.
- M. Request to Approve Memorandum of Understanding Between the City of Muscatine and Muscatine Power & Water Related to Compensation for Providing Billing and Collection Services
Councilmember Lewis, seconded by Councilmember Gordon moved to Approve

the Request.

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

18. MAYOR AND COUNCIL REPORTS

Councilmember Conard asked for the trees behind the Riverfront Watermelon to be removed in order to make the viewing better from Mississippi Drive. There was discussion from City Council regarding the replacement of trees if removed, trimming of the trees, cost of removal and replacement etc. There was a consensus from council for staff to get cost estimates and to initiate further discussion regarding the removal of said trees.

Interim City Admin asked City Council for their direction on a request to raise the Zenith structure in the Mulberry Roundabout in order to make the viewing of it better. City Council was not in favor of spending the money or having to tear out the current base and rebuild it. There was not a consensus to move forward with this discussion.

19. ADJOURNMENT

Councilmember Lewis motioned to adjourn the City Council Meeting at 7:37 p.m.

City of Muscatine
Councilmember Goal Setting Session
8:30 a.m. – October 30, 2024
Musser Public Library Conference Room

Present: Mayor Brad Bark, Councilmembers Don Lampe, Matt Conard, Peggy Gordon, Jeff Osborne, Nadine Brockert, John Jindrich, Angie Lewis, Interim City Administrator Tony Kies, Deputy City Clerk Cinda Hilger.

Mandy Parchert and Martin Moreno both of HNI facilitated the session.

City Council discussed desired goals for the upcoming 2025 year and evaluated the priority for each of the main goals discussed.

The session concluded at 2:30 pm.

Cinda Hilger, Deputy City Clerk

Muscatine Special City Council Meeting – October 29, 2024

Mayor Bark called the meeting to order at 9:00 AM.

Councilmember Lewis, Seconded by Councilmember Gordon, motioned to go into closed session at 9:01 pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Vote: Ayes 7, Nays 0, Motion carried.

Present : Councilmembers: Conard, Lewis, Lampe, Brockert, Osborne, Gordon, Jindrich. Also Present were Interim City Administrator Tony Kies, Human Resources Manager Stephanie Romagnoli and City Administrator Candidate Mark Jackson.

Councilmember Gordon motioned to exit closed session at 10:03, seconded by Councilmember Lampe. Vote: Ayes – 7, Nays – 0. Motion carried.

Councilmember Gordon motioned to adjourn at 10:04 AM.

Muscatine Special City Council Meeting – October 29, 2024

Mayor Bark called the meeting to order at 10:15 AM.

Councilmember Lewis, Seconded by Councilmember Brockert, motioned to go into closed session at 10:00 pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Vote: Ayes 7, Nays 0, Motion carried.

Present : Councilmembers: Conard, Lewis, Lampe, Brockert, Osborne, Gordon, Jindrich. Also Present were Interim City Administrator Tony Kies, Human Resources Manager Stephanie Romagnoli and City Administrator Candidate Corey Rheinecker.

Councilmember Gordon motioned to exit closed session at 11:00, seconded by Councilmember Lewis. Vote: Ayes – 7, Nays – 0. Motion carried.

Councilmember Lewis motioned to adjourn at 11:00 AM.

Muscatine Special City Council Meeting – October 29, 2024

Mayor Bark called the meeting to order at 1:15 PM.

Councilmember Lewis, Seconded by Councilmember Gordon, motioned to go into closed session at 1:17 PM pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Vote: Ayes 7, Nays 0, Motion carried.

Present : Councilmembers: Conard, Lewis, Lampe, Brockert, Osborne, Gordon, Jindrich. Also Present were Interim City Administrator Tony Kies, Human Resources Manager Stephanie Romagnoli and City Administrator Candidate Matt Mardesen.

Councilmember Gordon motioned to exit closed session at 2:28, seconded by Councilmember Gordon. Vote: Ayes – 7, Nays – 0. Motion carried.

Councilmember Brockert motioned to adjourn at 2:29 PM.

Muscatine County Board of Supervisors
Monday, October 14, 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, to approve claims dated September 30, 2024 in the amount of \$4,369,665.44. Ayes: All.

Mae Hingtgen, CEO of Mental Health/Disability Services of the East Central Region and Lori Elam, CEO of Eastern Iowa MH/DS Region presented an update on transition from mental health regions to behavioral health districts in Iowa. The presentation included a map of the Iowa Department of Health and Human Services Behavioral Health Districts (Muscatine County is in District 7) and a Procurement Timetable which outlined the Administrative Services Only (ASO) bidder process (time period of September 2024 to January 2025). Sorensen asked what organizations are interested in being an ASO RFP. Hingtgen stated the state procurement process allows for ASO RFP letters of intent to be public information. Hingtgen stated there are 10 organizations state-wide that have submitted their letter of intent. The letters of intent received for District 7 were from East Central Region, Elevate Housing, Unity Point Health and Iowa Primary Care Association.

Planning and Zoning Administrator Eric Furnas reviewed Resolution #10-14-24-01 Approval of the Combined Preliminary and Final Plat of Pine Grove Manor Subdivision. Furnas stated property owners, David Petersen and Amy Petersen, 1410 Yancy Avenue, Blue Grass, Iowa, have requested approval of the combined preliminary/final plat of the two lot, A-1 Agricultural subdivision, Pin Grove Manor Subdivision which will create a new lot around an existing home at 1408 Yancy Avenue and will split the house approximately 68 acres of farm ground. The subdivision will also re-establish some property lines between 1410 Yancy Avenue. Furnas stated the Board of Adjustment recommends approval of the request.

On a motion by Chick, second by Mather, the Board approved Resolution #10-14-24-01 Approval of the Combined Preliminary and Final Plat of Pine Grove Manor Subdivision. Roll call vote: Ayes: All.

**RESOLUTION #10-14-24-01
APPROVAL OF THE COMBINED PRELIMINARY AND FINAL PLAT OF
PINE GROVE MANOR SUBDIVISION**

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, a dedication and plat of the proposed subdivision "Pine Grove Manor Subdivision"; and

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

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

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

WHEREAS, the subdivision of said real estate and the plat thereof were accepted and approved by the Muscatine County Board of Supervisors following a public meeting on October 14, 2024.

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

- Section 1. The said subdivision is hereby designated as “Pine Grove Manor Subdivision”, a subdivision in Muscatine County, Iowa, and that the descriptions of lots and parcels of land located therein shall be according to the number and designation thereof as set forth on said plat.
- Section 2. The Chairperson of the Board of Supervisors and the Auditor of Muscatine County, Iowa, are hereby authorized and directed to certify this Resolution in order that the same and all other matters material to said subdivision may be recorded in the Office of the Recorder of Muscatine County, Iowa.

PASSED and APPROVED this 14th day of October, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

Furnas reviewed Resolution #10-14-24-02 Extending a Temporary Moratorium on the Issuance of Special Use Permits for Commercial Wind Energy Conversion Systems stating the current moratorium is set to expire on October 20, 2024. Furnas recommends the proposed extension to March 16, 2025, to allow more time with updating the Comprehensive Plan.

On a motion by Chick, second by Kirchner, the Board approved Resolution #10-14-24-02 Extending a Temporary Moratorium on the Issuance of Special Use Permits for Commercial Wind Energy Conversion Systems. Roll call vote: Ayes: All.

**RESOLUTION 10-14-24-02
EXTENDING A TEMPORARY MORATORIUM ON THE ISSUANCE OF SPECIAL
USE PERMITS FOR COMMERCIAL WIND ENERGY CONVERSION SYSTEMS**

WHEREAS, the size and impact of Commercial Wind Energy Conversion Systems have the potential to create an excessive burden on the County’s infrastructure, the environment, wildlife,

nearby property owners and a potential to interfere with the operation of Doppler Weather Radar accuracy; and

WHEREAS, Commercial Wind Energy Conversion Systems are a special permitted use in the A-1 Agricultural, I-1 Light Industrial and I-2 Heavy Industrial zoning districts, of the Muscatine County Zoning Ordinance, subject to consideration and action by the Muscatine County Zoning Board of Adjustment; and

WHEREAS, the Muscatine County Board of Supervisors recognizes that Commercial Wind Energy Conversion Systems may affect the character of the surrounding area and the Board desires that all applications for Commercial Wind Energy Conversion Systems be considered consistently within the purpose and intent of the Muscatine County Zoning Ordinance so that the most appropriate uses of land are encouraged throughout unincorporated Muscatine County; and

WHEREAS, the Muscatine County Board of Supervisors desires to explore the possibility of changing the approval requirements for Commercial Wind Energy Conversion Systems considered by the Zoning Board of Adjustment; and

WHEREAS, changing said review requirements would necessitate amendment of the Muscatine County Zoning Ordinance, and

WHEREAS, Muscatine County is currently in the process of updating the 2014 Muscatine County Comprehensive Plan and said process will involve multiple public input sessions to hear valuable county resident opinions on Commercial Wind Energy Conversion Systems; and

WHEREAS, on January 15, 2024, the Muscatine County Board of Supervisors adopted Resolution #01-15-24-01 placing a temporary moratorium on the issuance of any special use permits for Commercial Wind Energy Conversion Systems, expiring 11:59 p.m. Central Time on Sunday, October 20, 2024, unless extended by further action of the Board of Supervisors; and

WHEREAS, the Muscatine County Board of Supervisors wishes to extend the moratorium at this time.

NOW, THEREFORE, BE IT RESOLVED that the Muscatine County Board of Supervisors hereby extends the temporary moratorium on the issuance of any special use permits for Commercial Wind Energy Conversion Systems, to 11:59 p.m. Central Time on Sunday, March 16, 2025, unless extended by further action of the Board of Supervisors, to allow the above referenced changes to the Muscatine County Zoning Ordinance concerning Commercial Wind Energy Conversion Systems, to be duly considered by the Muscatine County Zoning Commission and the Muscatine County Board of Supervisors; and

BE IT FURTHER RESOLVED that the Muscatine County Board of Supervisors reserves the right to end the moratorium prior to the approved term of the moratorium upon completion of the amendments to the Muscatine County Zoning Ordinance and satisfactory resolution of the issues as determined by the Muscatine County Board of Supervisors; and

BE IT FURTHER RESOLVED that the moratorium approved by this Resolution shall become effective immediately upon adoption of this Resolution.

PASSED AND APPROVED this 14th day of October, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

Furnas recommended to the Board the approval of an amended proposal and contract with TnT Tuckpointing and Building Restoration, LLC, in the amount of \$186,927.00 for masonry repairs on the Muscatine County Courthouse with a Performance and Payment Bond (P&P Bond) that is expected today. Furnas stated the contract will not be executed until the P&P Bond has arrived.

On a motion by Chick, second by Mather, the Board approved an amended proposal and contract with TnT Tuckpointing and Building Restoration, LLC in the amount of \$186,927.00 for masonry repairs on the Muscatine County Courthouse. Ayes: All.

Furnas stated the County Jail Panel Project is still on hold as the materials have not arrived.

On a motion by Sauer, second by Kirchner, the Board approved the minutes of the October 7, 2024 regular meeting. Ayes: All.

Correspondence:

No Correspondence was reported.

Committee & Meeting Reports:

Sorensen and Mather met with Josh Rogers, Great Prairie Institute and Ryan Streck from MPW on October 9, 2024, regarding the proposed expansion of the MISO transmission plans and power grid issues.

Sorensen attended a Greater Muscatine Chamber of Commerce and Industry (GMCCI) Advocacy meeting on October 8, 2024, to discuss a candidate forum scheduled for October 24, 2024.

Sorensen attended a meeting to discuss port initiatives with Ports of Eastern Iowa on October 8, 2024.

Sorensen attended an additional meeting to discuss the Ports of Eastern Iowa on October 9, 2024.

Sorensen attended a Corn Belt Ports of Upper Mississippi meeting on October 10, 2024. Chick attended a ribbon cutting for the largest inflatable sports dome in Iowa, located in Muscatine, on October 10, 2024.

Chick attended GMCCI Economic Development meeting with a tour of HON Industries on October 8, 2024.

Kirchner announced the Muscatine County Fair Board Annual Meeting to be held at the fair grounds on October 22, 2024 at 6:30 P.M.

On a motion by Chick, second by Sauer, the Board approved Resolution #10-14-24-03 Transferring Funds from the General Basic Fund to the Secondary Roads Fund, in the amount of \$300,000. Roll call vote: Ayes: All.

RESOLUTION # 10-14-24-03
TRANSFERRING FUNDS FROM THE GENERAL BASIC FUND TO THE
SECONDARY ROADS FUND

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

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

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

PASSED AND APPROVED this 14th day of October, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Kirchner, second by Mather, the Board approved Resolution #10-14-24-04 Transferring Funds from the Rural Services Fund to the Secondary Roads Fund in the amount of \$1,140,000 Roll call vote: Ayes: All.

RESOLUTION # 10-14-24-04
TRANSFERRING FUNDS FROM THE RURAL SERVICES FUND TO THE
SECONDARY ROADS FUND

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

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

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$1,140,000 from the Rural Services Fund to the Secondary Roads Fund.

PASSED AND APPROVED this 14th day of October, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

Budget Director Kala Naber reviewed a request to reallocate American Rescue Plan Act (ARPA) Funds that was previously allocated to the County Conservation Deep Lakes Campground Project. The project has not received any firm bids for the project. Naber stated ARPA requires contracts are signed by December 31, 2024, which is only two months away. The recommendation proposed is to reallocate the ARPA funds to the Court House Roof Project which will free up Capital Project funds that can be transferred to the Deep Lakes Campground Project, without any time constraints.

On a motion by Mather, second by Sauer, the Board approved Resolution #10-14-24-05
Reallocating American Rescue Plan Act Funds. Roll call vote: Ayes: All.

**RESOLUTION # 10-14-24-05
REALLOCATING AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, on March 11, 2021, President Biden signed the 1.9 trillion-dollar American Rescue Plan Act to speed up recovery from the economic and health effects of the COVID-19 pandemic and,

WHEREAS, the American Rescue Plan allocated \$8,286,982.00 to Muscatine County and on May 21, 2021 the first half of funds totaling \$4,143,491.00 was received and on June 9, 2022 the second half of the funds totaling \$4,143,491.00 was received and,

WHEREAS, the Muscatine County Board of Supervisors chooses the standard revenue loss allowance of up to \$10,000,000 for government services and,

WHEREAS, the Muscatine County Board of Supervisors allocated \$1,490,850 to the Conservation Deep Lakes Park Campground project on August 26, 2024 and wishes to reallocate these funds to the following project:

- Courthouse Roof Replacement in the amount of \$1,490,850

NOW, THEREFORE, BE IT RESOLVED, the Muscatine County Board of Supervisors reallocates American Rescue Plan Act Funds from the Conservation Deep Lakes Park Campground project to the Courthouse Roof Replacement project.

PASSED AND APPROVED this 14th day of October, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Chick, second by Kirchner, the Board authorized the Chair to execute contract documents for the Muscatine County Jail Panel and Door Installation Project. Ayes: All.

On a motion by Chick, second by Sauer, the Board authorized the Chair to execute contract documents for the Muscatine County Deputy's Quarters Paving Project. Ayes: All.

Furnas stated the County Jail Panel Project is on hold as the materials have not arrived.

Vander Linden announced early voting in the Auditor's Office and the first day to mail ballots (for the November 5, 2024 General Election) is Wednesday, October 16, 2024. Early voting runs until November 4, 2024 at 4:30 p.m. If citizens have any questions about the election, please call the Auditor's office at 563-263-5821.

Conservation Director Katie Hammond announced a meeting scheduled for Monday, October 21, 2024 at Discovery Park to unveil the latest on the Deep Lakes Campground Project. Hammond invited the Board and the public to attend the public meeting.

The meeting was adjourned at 9:55 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, October 21, 2024

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

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

On a motion by Chick, second by Sauer, to approve a special claim dated October 21, 2024 in the amount of \$400,000.00. Ayes: All.

County Engineer Bryan Horesowsky reviewed the 2024 Weed Commissioner's Report. On a motion by Sauer moved, second by Kirchner, the Board approved the 2024 Weed Commissioner's Report. Ayes: All.

Horesowsky announced a County Safety Workshop reviewing the safety action plan will be held on October 22, 2024 at the Environmental Learning Center at Discovery Park at 8:30 A.M., hosted by Kimley Horn, Consultant for the Iowa County Association. The completed plan will allow for the opportunity to apply for additional grants and funding.

Oa motion by Kirchner, second by Sauer, the Board approved the minutes of the October 14, 2024 regular meeting. Ayes: All.

Correspondence:

Sauer received a call from a resident who complimented the knowledge and assistance received from the Veterans Affairs Director, Eric Sanders.

Committee & Meeting Reports:

Sorensen attended a meeting with the City of Muscatine and Muscatine Community School District to set a joint meeting date for December 17, 2024. The meeting will be hosted by the Muscatine Community School District.

Sorensen attended a meeting to discuss grant opportunities related to the Ports of Eastern Iowa on October 8, 2024.

Chick and Kirchner attended a MAGIC meeting on October 14, 2024.

Sauer attended a Riverbend Transit Board of Directors meeting on October 16, 2024.

Kirchner announced the Muscatine County Fair Board Annual Meeting scheduled at the fair grounds on October 22, 2024 at 6:30 P.M.

On a motion by Chick, second by Kirchner, the Board appointed Laura Curtis Kramer to the Muscatine County Zoning Commission for a five-year term ending November 7, 2029. Ayes: All.

On a motion by Chick, second by Sauer, the Board appointed Chris Brase to fill a vacancy on the Muscatine County Historic Preservation Commission for a term ending January 1, 2026.

Ayes: All.

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

County Engineer Bryan Horesowsky updated the Board on secondary road projects.

Planning and Zoning Administrator Eric Furnas updated the Board on the Courthouse Roof project.

County Auditor Tibe Vander Linden announced the Auditor's office will be open today until 5:00 p.m. today for Voter Registration Deadline and Absentee Ballot Request form deadline. A Satellite Voting Station has been petitioned and established for Sunday, October 27, 2024 at West Liberty Public Library, 400 North Spencer Street, West Liberty, Iowa, with all ballots available for voting for Muscatine County voters. Hours for voting will be 11:00 A.M. to 5:00 P.M. The notice of the Satellite Station was published in the three legal papers last week. The Satellite Voting notice is also posted at West Liberty Public Library and on the County Administration Building bulletin board. If citizens have any questions about the election process, please call the Auditor's office at 563-263-5821.

The meeting was adjourned at 9:19 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, October 28, 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 October 28, 2024 in the amount of \$424,367.14. Ayes: All.

On a motion by Chick, second by Kirchner, the Board approved the following utility permit: Eastern Iowa Light and Power, Wilton, Iowa – bore 7,200 cable, in inner-duct from an existing transformer on the south side of the road, into private property on the north side. Section T-77-N R1-W, Sweetland Township. Ayes: All.

County Engineer Bryan Horesowsky updated the Board on secondary road projects and design projects.

Planning and Zoning Administrator Eric Furnas reviewed Change Order #005 stating the supplemental roof batten attachment is to install and secure additional anchor and perimeter battens for wind exposure on the Muscatine County Courthouse Roof Project.

On a motion by Chick, second by Mather, the Board approved Change Order #005 for supplemental roof batten attachment for the Muscatine County Courthouse Roof Project in the amount of \$7,142.93. Ayes: All.

Furnas updated the Board on the Muscatine County Courthouse Roof Project and Sheriff Office Sidewalk Project.

On a motion by Mather, second by Chick, the Board approved Resolution #10-28-24-01 Suspending the Collection of Taxes. Roll call vote: Ayes: All.

**RESOLUTION #10-28-24-01
SUSPENDING THE COLLECTION OF TAXES**

WHEREAS, notice from the Director of Human Services has been received regarding the eligibility of David Fuget, 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:

Address: 3076 M & W Ln, Muscatine, IA 52761
Parcel No: 35384
Legal Description: 70AB46018 1985 MAFD 3B FK 2FB 35384 08 Tan, Bro M & W

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 28th day of October, 2024.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

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

On a motion by Sauer, second by Chick, the Board approved County Recorder's Report of Fees Collected for the quarter ending September 30, 2024 in the amount of \$66,235.40. Ayes: All.

On a motion by Mather, second by Chick, the Board approved Muscatine County Sheriff's Office – Civil Department's Report of Fees Collected for the quarter ending September 30, 2024 in the amount of \$26,299.02. Ayes: All.

Oa motion by Kirchner, second by Sauer, the Board approved the minutes of the October 21, 2024 regular meeting. Ayes: All.

Correspondence:

Sauer received a call from a resident regarding a real estate parcel and the field entrance.
Mather had a discussion with a resident regarding residential building restrictions with a building within the city limits, therefore it was not a county concern.

Sorensen received an email from Colonel Robert Sinkler regarding the Ports of Eastern Iowa.

Sorensen received an email regarding the mental health region.

Sorensen stated he forwarded an email last week on the Muscatine County Jail Inspection Report to all Supervisors. There was no action required by the Board.

Committee & Meeting Reports:

Sorensen, Sauer, Kirchner and Chick attended a County Safety Action Plan Workshop on October 22, 2024.

Sorensen and Chick attended a GMCCI Member Business Forum held at the Merrill Hotel on October 24, 2024.

Sauer and Kirchner attended the County Conservation Deep Lake meeting on October 21, 2024.

Sauer and Kirchner and Chick attended the Muscatine County Fair Board Annual meeting on October 22, 2024.

Sorensen attended an Eastern Iowa Mental Health Region meeting on October 21, 2024.

Sorensen attended a Bi-State Commission meeting on October 23, 2024.

Sauer attended a County Conservation meeting on October 21, 2024.

Mather reported a Community Action of Eastern Iowa meeting was cancelled.

County Auditor Tibe Vander Linden announced as of this morning approximately 5600 voters have cast a ballot with the early voting and mailed ballot process. The Auditor's office hours this week for early voting are Monday through Thursday from 8:00 A.M. to 4:30 P.M.; Friday open 8:00 A.M. to 5:00 P.M. and Saturday open from 9:00 A.M. to 5:00 P.M. Vander Linden reported a Satellite Voting Station was held on Sunday, October 27, 2024 at West Liberty Public Library, 400 North Spencer Street, West Liberty, Iowa, with 296 voters.

Furnas thanked Brandy Harfst, 2nd Deputy/Real Administrator for her work with keeping up with real estate questions and parcel mapping during the busy election season. Furnas stated he attended a meeting with County Engineer Bryan Horesowsky with Muscatine City Engineer and City Planner to discuss the proposed data center on Solomon Avenue, Muscatine and how it may impact county roads and city streets.

The meeting was adjourned at 9:41 A.M.

ATTEST:

Jane Claussen
1st Deputy Auditor

Jeff Sorensen, Chairperson
Board of Supervisors

**OFFICIAL PROCEEDINGS OF THE
BOARD OF WATER, ELECTRIC,
AND COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA
SEPTEMBER 24, 2024 – 4:00 P.M.**

The Board of Trustees met in regular session at Muscatine Power and Water's Administration/Operations Building, 3205 Cedar Street, Muscatine, Iowa, on Tuesday, September 24, 2024 at 4:00 p.m.

Vice Chairperson Susan Eversmeyer called the meeting to order. Members of the Board were present as follows: Trustees Keith Porter, Tammi Drawbaugh, and Kevin Fields. Trustee Steven Bradford joined the meeting via conference call.

Also present were Gage Huston, General Manager of Muscatine Power and Water; Kelly Miller, Board Secretary; Erika Cox, Brandy Olson, Mark Roberts, Ryan Streck, Greg Slonka, and Doug White of Muscatine Power and Water. Additional guests attending the meeting included Kirby Phillips, Tasha Phillips, Tom Lewis, Eric Wigand, David O'Connor, Charles Potter, and Jessica Brackett.

Secretary Miller asked if there was anyone in attendance who wished to make any public comments. Public comments were made by Gage Huston.

The minutes of the August 27, 2024 Audit/Finance Committee meeting, Public Hearing and Board meeting were presented as previously submitted to all Board members. Trustee Fields moved, seconded by Trustee Porter, that the minutes from the August 27, 2024 Audit/Finance Committee, Public Hearing and Board meeting be approved. All Trustees present voted aye. Motion carried.

The list of expenditures and transactions for August 2024 were presented. Mr. Huston reviewed the expenditures, and after additional discussion Trustee Porter moved, seconded by Trustee Drawbaugh, to ratify payment of \$7,674,827.03 for the Electric Utility, \$522,677.68 for the Water Utility, and \$1,082,094.98 for the Communications Utility, for a cumulative total of \$9,279,599.69. All Trustees present voted aye. Motion carried.

At 4:05 p.m. Vice Chairperson Eversmeyer stated that the Board would be going into Closed Session for the purpose of Discussing the Strategy Regarding the Renewal of Cable Channel Contracts and Cable System Operations in accordance with Iowa Code Iowa Code 21.5 (closed meetings) and 388.9 (protecting competitive information). Trustee Drawbaugh moved, Seconded by Trustee Porter to move into Closed Session. On roll call, Trustees Drawbaugh, Porter, Fields, Bradford, and Eversmeyer voted aye. Voting nay, none. Motion carried.

At 4:49 p.m. the meeting was reconvened to open session.

In the General Manager's report, Mr. Roberts discussed with the Board investment strategies for MPW regarding funds with maturities greater than 13 months. Mr. Huston updated the Board on Lead Service Line Replacements, reviewing a brief background of the EPA's Lead Copper Rule and proposed updates to the rule, expected to be finalized in October. Mr. Huston reviewed potential scope of lead service line replacements in Muscatine and the estimated financial impact to water customers.

The August Financial Operating Statements and Balance Sheets were presented as previously submitted to all Board members. Mr. Roberts reviewed the MPW dashboard and the Financial Results Summary for each Utility.

Mr. Huston stated that there were no entries on the Competitive Quotes for Public Improvements Report.

Mr. Huston reviewed the Monthly Project Status Report and Variance Analysis report.

The August Departmental Reports were presented as previously submitted to all Board members. Mr. Huston provided a high-level review of the reports. Mr. Slonka reviewed the Powering the Future Monthly Status Report.

No public comments were made.

Trustee Porter moved, seconded by Trustee Drawbaugh to receive and place on file the August 2024 Utility Reports. All Trustees present voted aye. Motion carried.

At 5:13 p.m. Vice Chairperson Eversmeyer stated that the Board would be going into Closed Session for the purpose of Discussing the Collective Bargaining Negotiation Strategy in accordance with Iowa Code Section 20.17(3). Trustee Porter moved, Seconded by Trustee Fields to move into Closed Session. On roll call, Trustees Drawbaugh, Porter, Fields, Bradford, and Eversmeyer voted aye. Voting nay, none. Motion carried.

At 5:44 p.m. the meeting was reconvened to open session.

The meeting of the Board of Trustees was adjourned at 5:44 p.m.

BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES OF
THE CITY OF MUSCATINE, IOWA

A handwritten signature in cursive script, reading "Kelly Miller".

Kelly Miller
Board Secretary



City of Muscatine

ITEM NUMBER 2024-0464

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

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

SUBJECT

Request to Approve the Issuance of A Purchase Order to Hanell Construction, in the Amount of \$5,860.00, for Replacing the Stained Glass Coverings at Greenwood Cemetery Chapel.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval for the cleaning of the stained-glass windows and installing new coverings at the Greenwood Cemetery Chapel. Staff requests that \$5,860.00 be approved to Hanell Construction.

STAFF RECOMMENDATION

City staff recommends approval

BACKGROUND/DISCUSSION

The Greenwood Cemetery Chapel has stained-glass in all the windows on the chapel side, the current coverings are clouded and in need of replacement. Hanell Construction would remove the existing coverings, clean the stained-glass, and replace the coverings with new plexiglass. Three quotes were received, and the bid tab is attached.

CITY FINANCIAL IMPACT

This project will be funded using ARPA funds.

ATTACHMENTS

1. Chapel Stained Glass Covering

MEMORANDUM

October 24, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Stained Glass Window Coverings for Greenwood Chapel

Quotes:

Dan Hanell Construction	\$5,860
All Seasons Glass & Mirror	\$6,397.44
Glass Heritage	\$29,892.00



City of Muscatine

ITEM NUMBER 2024-0465

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Steve Snider, Assistant Police Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to Diamond Floor Finish, in an Amount not to Exceed \$6,628.00, for the Refinishing of the Floor at 501 Cedar Street.

EXECUTIVE SUMMARY

Request to Approve the Issuance of a Purchase Order to Diamond Floor Finish in an Amount not to Exceed \$6,628.00, for the Refinishing of the Floor at 501 Cedar Street. This step is necessary for completion of the weight room project and will involve cleaning and prepping the existing concrete floor then sealing it with a laminate coating. The quote from Diamond Floor Finish equates to \$4 per square foot. Previous quotes received Hello Garage at \$5.50 per sq ft, and TSR Coatings at \$7 per sq ft make Diamond Floor the low bid.

STAFF RECOMMENDATION

Staff recommends approving this request

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

There will be no financial impact to the city. A portion of the insurance settlement for the damage caused by the sewer break will cover some of the cost with ARPA funds covering any additional costs.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0466

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Steve Snider, Assistant Police Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order to Pure Fitness Innovations, for an amount not to exceed \$7,249.00, for the purchase of an MJ5 Multi-Station Crossover Machine.

EXECUTIVE SUMMARY

Request the issuance of a purchase order to Pure Fitness Innovations for an amount not to exceed \$7,249.00 for the purchase of an MJ5 Multi-Station Crossover machine. The city's existing cross over machine is in poor shape and in need of replacement. It is a popular piece of equipment that gets a considerable amount of use. Pure Fitness Innovation was the low bid compared to Fettle Fitness at \$7,495 and French Fitness at \$7,999.

STAFF RECOMMENDATION

Staff recommends approving purchase order request.

BACKGROUND/DISCUSSION

The current crossover fitness machine is in poor, irreparable condition and needs to be replaced. This particular piece of equipment is frequently used by city employees for various workouts. For the safety and wellness of the gym users, this items need replaced.

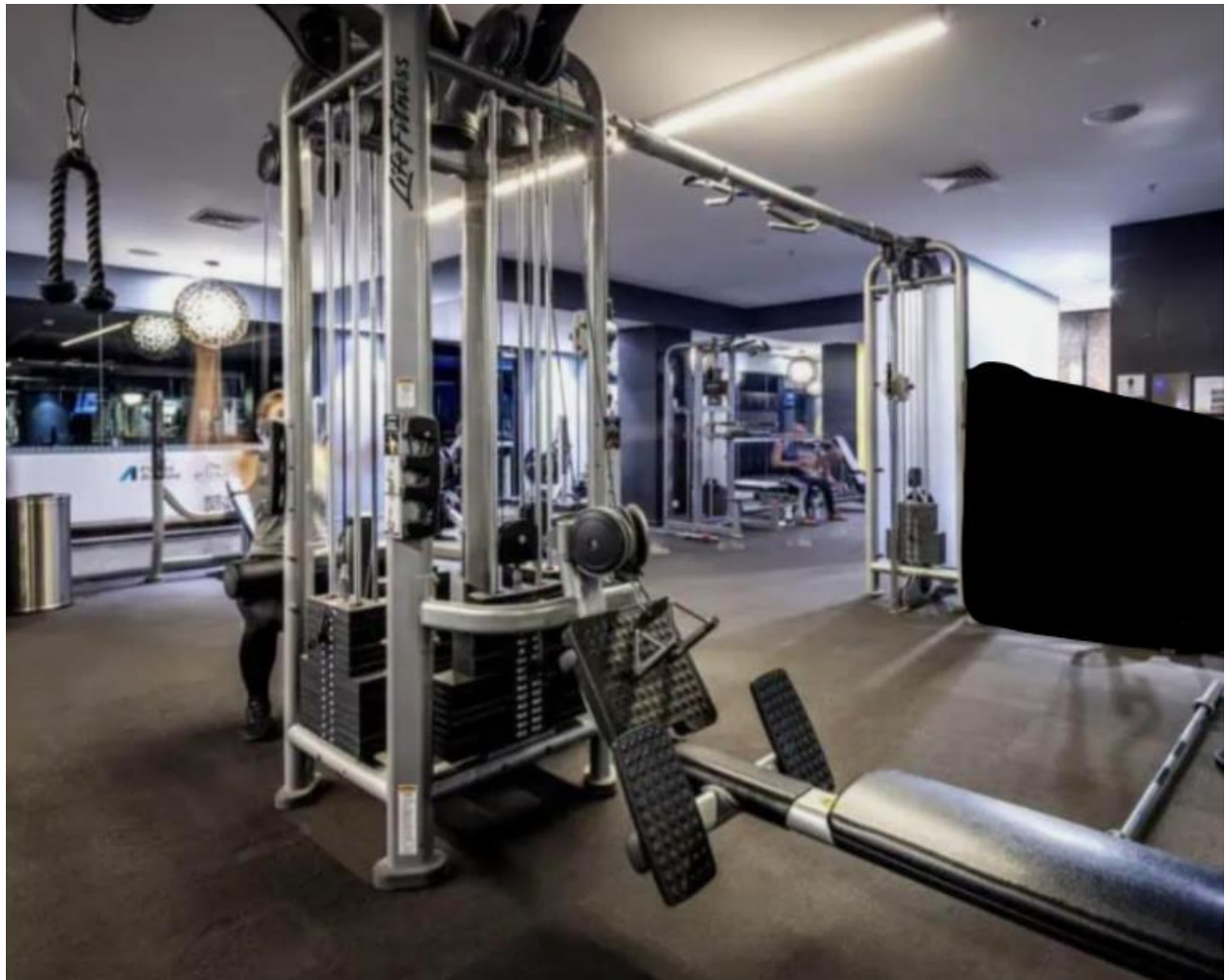
CITY FINANCIAL IMPACT

There will be no financial impact to the city as the purchase would be made with ARPA funds already allocated to this project.

ATTACHMENTS

1. Life Fitness MJ5 Multi-Station





BILLS FOR APPROVAL SUMMARY
November 8, 2024

Computer Bill Lists

Regular Bills 11/8/24		\$	2,453,927.63
Payroll Vendor Checks 10/25/24			44,870.66
Payroll Vendor ACH 10/25/24			105,624.96
Special Cks 10/21/24	Operating		381,273.38
Special Cks 10/25/24	Operating		19,216.00
Special Cks 11/1/24	Elderly		85.00
Special Cks 11/5/24	Operating		19,500.00
	Subtotal	\$	<u>3,024,497.63</u>

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance Oct	\$	82,000.00
Wellmark Insurance	Health/Dental Insurance Oct		82,000.00
Wellmark Insurance	Health/Dental Insurance Nov		82,000.00
Iowa Workforce Development	Unemployment		3,965.15
Treasurer State of Iowa	State Tax Withholding		31,804.98
Payroll Account	Transfer		485,130.04
Internal Revenue Service	Federal Withholding		128,064.21
State of Iowa	State Tax		39,664.22
	Subtotal	\$	<u>934,628.60</u>

Voucher Program

Various Landlords	Actual November Rent	\$	(10,420.00)
		\$	<u>(10,420.00)</u>

Voids

Void Checks 10/25/24	Operating	\$	(3,055.00)
Void Checks 11/5/24	Operating		(800.85)
	Subtotal	\$	<u>(3,855.85)</u>

Total Expenditures		\$	<u><u>3,944,850.38</u></u>
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Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 11/05/2024 - 2:36PM
 Batch: 00010.10.2024



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00002.10.2024 State Income Tax	10/25/2024	0	123.56	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00001.10.2024 State Income Tax	10/11/2024	0	91.25	
		Vendor Subtotal:			214.81	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	September Legal - General	10/31/2024	0	3,612.40	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	Sept Legal - Nuisance	10/24/2024	0	760.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	September Legal - Public Works	10/31/2024	0	1,442.50	
		Vendor Subtotal:			5,814.90	
1000-01-1132-65100	TEMPLE PUBLISHING LLC	Advertising	10/24/2024	0	295.00	
		Vendor Subtotal:			295.00	
1000-01-1132-69400	ICMA MEMBERSHIP RENEWALS	Membership Renewal - S Romagnoli	10/24/2024	0	200.00	
		Vendor Subtotal:			200.00	
1000-01-1144-52840	JODY SHOPPA	Reimb Safety Glasses - J Shoppa	10/31/2024	0	89.25	
1000-01-1144-52840	JODY SHOPPA	Reimb Safety Glasses - J Shoppa	10/31/2024	0	125.00	
		Vendor Subtotal:			214.25	
1000-01-1144-61550	AMAZON.COM	Medical Waste Disposal Containers	10/24/2024	0	47.14	
		Vendor Subtotal:			47.14	
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MURRAY	Random - M Schump	10/24/2024	0	80.00	

1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Random - J Jirak	10/24/2024	0	80.00
		Vendor Subtotal:			160.00
1000-01-1144-61550	DSI Medical Services	Randoms	10/24/2024	0	148.50
		Vendor Subtotal:			148.50
1000-01-1144-66300	IMWCA	2024 W/C Audit Underpayment	11/05/2024	0	6,844.00
		Vendor Subtotal:			6,844.00
1000-01-1144-69500	FLOWERS ON THE AVENUE	Silk Arrangement (Nichols)	10/24/2024	0	75.00
		Vendor Subtotal:			75.00
1000-01-1218-65100	QUAD CITY TIMES & MUSC JOURN.	Carver Corner Development Proposal	10/31/2024	0	37.73
		Vendor Subtotal:			37.73
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes 9/25/24	10/31/2024	0	48.99
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes 9/27/24	10/31/2024	0	31.11
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Airport Advisory Ordinance	10/31/2024	0	34.42
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Historical Commission Ordinance	10/31/2024	0	65.54
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes/Bills 10/3/24	10/31/2024	0	511.06
		Vendor Subtotal:			691.12
1000-05-1146-51300	ADVANCED BUSINESS SYSTEMS INC	Freight for Toner	10/24/2024	0	8.00
		Vendor Subtotal:			8.00
1000-05-1146-52890	AMAZON.COM	DVI Cable	10/31/2024	0	42.99
1000-05-1146-52890	AMAZON.COM	DVI Cable	11/05/2024	0	7.99
		Vendor Subtotal:			50.98
1000-05-1146-61340	WINSOR CONSULTING	Connect Wise	10/24/2024	0	752.94
1000-05-1146-61340	WINSOR CONSULTING	Connect Wise	11/05/2024	0	759.96

Vendor Subtotal:					1,512.90
1000-05-1146-65240	MUSCATINE POWER & WATER	September Internet - Greenwood	10/31/2024	0	83.18
1000-05-1146-65240	MUSCATINE POWER & WATER	September Internet - PW	10/31/2024	0	387.00
1000-05-1146-65240	MUSCATINE POWER & WATER	September/October Machlink	10/31/2024	0	1,057.84
1000-05-1146-65240	MUSCATINE POWER & WATER	September Internet - Greenwood	10/31/2024	0	59.99
Vendor Subtotal:					1,588.01
1000-05-1146-65260	VERIZON WIRELESS	October Cell Phones	10/31/2024	0	40.01
Vendor Subtotal:					40.01
1000-10-1221-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - N Morgan	10/24/2024	0	202.93
1000-10-1221-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - T Lussow	10/31/2024	0	105.35
Vendor Subtotal:					308.28
1000-10-1221-52890	SHERWIN WILLIAMS	Roller - 4"	10/31/2024	0	4.33 00028014
1000-10-1221-52890	SHERWIN WILLIAMS	Brush	10/31/2024	0	10.77 00028014
1000-10-1221-52890	SHERWIN WILLIAMS	Roller	10/31/2024	0	4.33 00028014
1000-10-1221-52890	SHERWIN WILLIAMS	Paint	10/31/2024	0	207.88 00028014
1000-10-1221-52890	SHERWIN WILLIAMS	Roller Tray	10/31/2024	0	6.99 00028014
1000-10-1221-52890	SHERWIN WILLIAMS	Roller - 4"	10/31/2024	0	0.42
Vendor Subtotal:					234.72
1000-10-1221-61340	POINT & PAY	September CC Service Fee	10/31/2024	0	15.00
Vendor Subtotal:					15.00
1000-10-1221-62310	ADVANCED BUSINESS SYSTEMS INC	Copier	10/31/2024	0	25.75
1000-10-1221-62310	ADVANCED BUSINESS SYSTEMS INC	Copies	10/31/2024	0	20.85
Vendor Subtotal:					46.60
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Envelopes	10/31/2024	0	94.00

		Vendor Subtotal:			94.00
1000-10-1221-64120	JODI ROYAL-GOODWIN	Reimb Mileage/Meal 10/16/24	10/31/2024	0	42.49
		Vendor Subtotal:			42.49
1000-10-1221-65100	QUAD CITY TIMES & MUSC JOURN.	Zoning Board of Adjustments	10/31/2024	0	25.16
		Vendor Subtotal:			25.16
1000-10-1221-69800	POINT & PAY	August Credit Card Fees	10/31/2024	0	344.12
		Vendor Subtotal:			344.12
1000-15-1311-51300	ADVANCED BUSINESS SYSTEMS IN	Toner	10/31/2024	0	8.00
		Vendor Subtotal:			8.00
1000-15-1311-52890	MENARDS (MUSC)	Toolbox/Nozzle	10/31/2024	0	66.85
		Vendor Subtotal:			66.85
1000-15-1311-61340	DATAPILOT	DataPilot 10 Equipment and Software Lic	10/31/2024	0	2,445.00 00028136
		Vendor Subtotal:			2,445.00
1000-15-1311-61520	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment B Baughman	10/24/2024	0	1,162.00
		Vendor Subtotal:			1,162.00
1000-15-1311-61520	EQUIAN LLC	Medical Fee N Nardinin DOS 7/26/24	10/24/2024	0	52.41
		Vendor Subtotal:			52.41
1000-15-1311-61520	UNITY HEALTHCARE	Medical N Nardini DOS 7/26/24 Code: 2:	10/24/2024	0	1.80
1000-15-1311-61520	UNITY HEALTHCARE	Medical N Nardini DOS 7/26/24 Code: 9:	10/24/2024	0	627.09

Vendor Subtotal:					628.89
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/20/24	10/31/2024	0	804.84
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/6/24	10/31/2024	0	826.02
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/13/24	10/31/2024	0	804.84
Vendor Subtotal:					2,435.70
1000-15-1311-62530	STERICYCLE INC	Shredding	10/31/2024	0	37.24
Vendor Subtotal:					37.24
1000-15-1311-64120	MATT FOWLER	Reimb Meals 10/21/24 - 10/23/24	10/31/2024	0	41.82
Vendor Subtotal:					41.82
1000-15-1311-64120	MINNAT PATEL	Reimb 10/7/24 - 10/10/24	10/31/2024	0	131.28
Vendor Subtotal:					131.28
1000-15-1311-65210	MUSCATINE POWER & WATER	October Phones - Police	10/31/2024	0	45.88
Vendor Subtotal:					45.88
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier	10/31/2024	0	67.82
Vendor Subtotal:					67.82
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	November 2024	11/05/2024	0	6,666.67
Vendor Subtotal:					6,666.67
1000-15-1316-61530	MUSCATINE VETERINARY HOSPITAL	Vet Services - Fergus	10/31/2024	0	108.01
Vendor Subtotal:					108.01
1000-15-1317-52890	MUSCATINE CO ADMINISTRATION	Replacement Phone - Roseman	10/31/2024	0	575.50

			Vendor Subtotal:		575.50
1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	October HIDTA Phones	10/31/2024	0	133.31
			Vendor Subtotal:		133.31
1000-15-1320-61660	REINFORCEMENT CONSULTING LL	Mental Health Consulting	10/31/2024	0	5,250.00
1000-15-1320-61660	REINFORCEMENT CONSULTING LL	Mental Health Training	10/31/2024	0	55,189.62
			Vendor Subtotal:		60,439.62
1000-20-1321-51100	AMAZON.COM	Ink Cartridge	10/31/2024	0	11.87
			Vendor Subtotal:		11.87
1000-20-1321-52300	PANTHER UNIFORMS INC	Uniform Shirt - B Carpenter	10/31/2024	0	59.95
			Vendor Subtotal:		59.95
1000-20-1321-52300	AMAZON.COM	Hard Hat	10/31/2024	0	68.39
			Vendor Subtotal:		68.39
1000-20-1321-52300	DINGES FIRE COMPANY	V-FORCE IsoDri Bunker Gear Set (#Lior	10/31/2024	0	4,100.00 00028706
1000-20-1321-52300	DINGES FIRE COMPANY	V-FORCE IsoDri Bunker Gear Set (#Lior	10/31/2024	0	4,100.00 00028706
1000-20-1321-52300	DINGES FIRE COMPANY	V-FORCE IsoDri Bunker Gear Set (#Lior	10/31/2024	0	4,100.00 00028706
			Vendor Subtotal:		12,300.00
1000-20-1321-52600	MENARDS (MUSC)	Water	10/31/2024	0	5.60
1000-20-1321-52600	MENARDS (MUSC)	Water	10/31/2024	0	17.40
			Vendor Subtotal:		23.00
1000-20-1321-52830	ALEX AIR APPARATUS ALEX AIR AI	Key 1" x 50' Double Jacket Poly Rubber I	10/31/2024	0	334.00 00028048
1000-20-1321-52830	ALEX AIR APPARATUS ALEX AIR AI	Harrington 1.5" Rigid Female NH x 1" Ri	10/31/2024	0	76.00 00028048
1000-20-1321-52830	ALEX AIR APPARATUS ALEX AIR AI	Protek 361 1" Adj Fog Adj Gallonage 13-	10/31/2024	0	1,047.65 00028048

Vendor Subtotal:					1,457.65
1000-20-1321-52830	MENARDS (MUSC)	Misc. Building Materials for Training Ce	10/31/2024	0	238.09 00028863
Vendor Subtotal:					238.09
1000-20-1321-52890	ARNOLD MOTOR SUPPLY	Oil Dri	10/31/2024	0	97.12
Vendor Subtotal:					97.12
1000-20-1321-52890	MENARDS (MUSC)	Pail/Bucket	10/31/2024	0	5.67
1000-20-1321-52890	MENARDS (MUSC)	Coupling Nut/Hex Bolt	10/31/2024	0	2.18
1000-20-1321-52890	MENARDS (MUSC)	USB Cable/Hook & Loop	10/31/2024	0	22.94
Vendor Subtotal:					30.79
1000-20-1321-52890	AMAZON.COM	Dinner Plates/Cereal Bowls/Slicer	10/31/2024	0	93.26
1000-20-1321-52890	AMAZON.COM	SD Card Reader	10/31/2024	0	54.32
1000-20-1321-52890	AMAZON.COM	HDMI Cable	10/31/2024	0	8.24
1000-20-1321-52890	AMAZON.COM	Mattress Pad	10/31/2024	0	94.70
1000-20-1321-52890	AMAZON.COM	Cups	10/31/2024	0	34.54
Vendor Subtotal:					285.06
1000-20-1321-53150	MENARDS (MUSC)	Drywall/Screws/Misc. Items for Training	10/24/2024	0	206.38 00028934
Vendor Subtotal:					206.38
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Hitch Pin	10/31/2024	0	3.85
Vendor Subtotal:					3.85
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment M Hickenbottom	10/24/2024	0	1,162.00
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment M Perry	10/24/2024	0	1,162.00
Vendor Subtotal:					2,324.00
1000-20-1321-61520	EQUIAN LLC	Medical Fee G Obrien DOS 5/9/24	10/24/2024	0	364.80

1000-20-1321-61520	EQUIAN LLC	Medical Fee M Collins DOS 9/15/20	10/31/2024	0	13.37
1000-20-1321-61520	EQUIAN LLC	Medical Fee M Fleming DOS 8/22/24	10/24/2024	0	23.69
Vendor Subtotal:					401.86
1000-20-1321-61520	ORA ORTHOPEDICS PC	Medical M Fleming DOS 8/22/24 Code: 5	10/24/2024	0	173.24
Vendor Subtotal:					173.24
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - J Summitt	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - P Gingerich	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - C Downing	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - G Ronzheimer	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - L Creamer	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - M Collins	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physcial - D Petersen	10/24/2024	0	356.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physical - A Meredith	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physical - M Janssen	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physical - C Whitehall	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physical - B Rheingans	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physical - S Duncan	10/24/2024	0	314.00
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Hazmat Physical - M Fleming	10/24/2024	0	314.00
Vendor Subtotal:					4,124.00
1000-20-1321-61560	CARDIOVASCULAR MEDICINE PC	Medical J Barnhart DOS 8/23/24 Code: 9	10/24/2024	0	189.21
1000-20-1321-61560	CARDIOVASCULAR MEDICINE PC	Medical J Barnhart DOS 8/24/24 Code: 9	10/24/2024	0	15.69
1000-20-1321-61560	CARDIOVASCULAR MEDICINE PC	Medical J Barnhart DOS 8/24/24 Code: 9	10/24/2024	0	414.02
1000-20-1321-61560	CARDIOVASCULAR MEDICINE PC	Medical J Barnhart DOS 8/13/24	10/24/2024	0	188.26
Vendor Subtotal:					807.18
1000-20-1321-61560	EQUIAN LLC	Medical Fee K McCarthy DOS 8/23/24	10/24/2024	0	148.77
1000-20-1321-61560	EQUIAN LLC	Medical Fee K McCarthy DOS 8/23/24 -	10/24/2024	0	5,656.10
Vendor Subtotal:					5,804.87
1000-20-1321-61560	TMESYS LLC	Prescription - K McCarthy	10/24/2024	0	88.48
1000-20-1321-61560	TMESYS LLC	Prescription - K McCarthy	10/24/2024	0	484.29
1000-20-1321-61560	TMESYS LLC	Prescription - M Collins	10/24/2024	0	150.23
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	10/24/2024	0	680.62

1000-20-1321-61560	TMESYS LLC	Prescription - J Hall	10/31/2024	0	305.40
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	10/31/2024	0	34.99
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	10/31/2024	0	49.89
Vendor Subtotal:					1,793.90
1000-20-1321-61560	GENESIS MEDICAL CENTER	Medical K McCarthy DOS 8/23 & 8/24	10/24/2024	0	3,639.08
Vendor Subtotal:					3,639.08
1000-20-1321-61560	JAMES BARNHART	Reimb 7/9/24 & 7/17/24	10/24/2024	0	26.52
1000-20-1321-61560	JAMES BARNHART	Reimb Co-Pay 8/13/24	10/24/2024	0	45.00
Vendor Subtotal:					71.52
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	10/31/2024	0	30.39
Vendor Subtotal:					30.39
1000-20-1321-62370	SIGN PRO	Graphics #334	10/31/2024	0	33.00
Vendor Subtotal:					33.00
1000-20-1321-64120	DUSTIN BARTELS	Reimb 10/14/24 - 10/17/24	10/31/2024	0	65.15
Vendor Subtotal:					65.15
1000-20-1321-65240	MUSCATINE POWER & WATER	October Phones - Fire	10/31/2024	0	42.84
Vendor Subtotal:					42.84
1000-20-1321-67130	TANTARA TRANSPORTATION CORP	Diagnose and Repair Cooling System Lea	10/31/2024	0	2,472.41
1000-20-1321-67130	TANTARA TRANSPORTATION CORP	Emergency Repairs #312	10/31/2024	0	291.62
Vendor Subtotal:					2,764.03
1000-20-1321-67320	MIDWEST BREATHING AIR LLC	Equipment Testing/Service	10/31/2024	0	154.10

			Vendor Subtotal:		154.10
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	FF2 - C Whitehall	10/31/2024	0	50.00
			Vendor Subtotal:		50.00
1000-25-1115-38420	PATTI FULLER-BLOECHL	Fitness Reimb - P Fuller-Bloechl	10/31/2024	0	50.00
			Vendor Subtotal:		50.00
1000-25-1115-38420	ARTHUR BELL	Wellness Reimb - Bell	10/31/2024	0	50.00
			Vendor Subtotal:		50.00
1000-25-1115-61550	ARMOR UP AMERICA	EAP	10/31/2024	0	318.50
			Vendor Subtotal:		318.50
1000-25-1115-61630	ENERGY 108 YOGA	Lunch & Learn	10/31/2024	0	85.00
			Vendor Subtotal:		85.00
1000-25-1411-52100	CR LANDSCAPING	COLUMBARIUM MULCH	10/31/2024	0	275.00 00029012
1000-25-1411-52100	CR LANDSCAPING	CHAPEL MULCH	10/31/2024	0	475.00 00028914
			Vendor Subtotal:		750.00
1000-25-1411-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - J Rangel	10/24/2024	0	239.79
			Vendor Subtotal:		239.79
1000-25-1411-52840	MENARDS (MUSC)	Gloves/Safety Glasses/Eye Wear	10/31/2024	0	48.57
			Vendor Subtotal:		48.57
1000-25-1411-53110	MENARDS (MUSC)	Broom/Caulk Gun/Adhesive	10/31/2024	0	65.51

			Vendor Subtotal:		65.51
1000-25-1411-53110	MUSCATINE LUMBER	Wood Filler	10/31/2024	0	13.99
			Vendor Subtotal:		13.99
1000-25-1411-53120	MENARDS (MUSC)	Socket w/Lead Wire	10/31/2024	0	7.46
			Vendor Subtotal:		7.46
1000-25-1411-53220	ARNOLD MOTOR SUPPLY	Filters	10/31/2024	0	15.25
			Vendor Subtotal:		15.25
1000-25-1411-53220	MUSCATINE LAWN & POWER	FORK & BEARING SET	10/31/2024	0	251.10 00028982
1000-25-1411-53220	MUSCATINE LAWN & POWER	Spacer	10/31/2024	0	16.75
1000-25-1411-53220	MUSCATINE LAWN & POWER	FERRIS DECK BELT	10/31/2024	0	129.99 00029047
			Vendor Subtotal:		397.84
1000-25-1411-53220	REEVES BATTERY SALES	BATTERY	10/31/2024	0	135.00 00028944
			Vendor Subtotal:		135.00
1000-25-1411-53220	SINCLAIR	Shroud/Carburetor	10/31/2024	0	73.67
1000-25-1411-53220	SINCLAIR	Return	10/31/2024	0	-59.48
1000-25-1411-53220	SINCLAIR	Base	10/31/2024	0	49.28
			Vendor Subtotal:		63.47
1000-25-1411-61660	ZWB GENERAL CONSTRUCTION	REPLACE DAMAGED HEADER AT G	10/31/2024	0	3,555.00 00028804
			Vendor Subtotal:		3,555.00
1000-25-1411-61660	ABIGT LETTERING	BURR NICHE	10/31/2024	0	215.00 00028362
			Vendor Subtotal:		215.00

1000-25-1411-65210	MUSCATINE POWER & WATER	September Phones - Greenwood	10/31/2024	0	34.66
1000-25-1411-65210	MUSCATINE POWER & WATER	September Phones - Greenwood	10/31/2024	0	30.69
Vendor Subtotal:					65.35
1000-25-1411-65310	ALLIANT ENERGY	Sept Gas - Greenwood	10/31/2024	0	31.30
1000-25-1411-65310	ALLIANT ENERGY	Sept Gas - Greenwood	10/31/2024	0	38.01
Vendor Subtotal:					69.31
1000-25-1411-67140	A-1 QUALITY TIRE & CAR CARE	Tire & Stem	10/31/2024	0	53.00
1000-25-1411-67140	A-1 QUALITY TIRE & CAR CARE	24 X 12 - 12	10/31/2024	0	104.00 00029035
Vendor Subtotal:					157.00
1000-25-1421-65210	MUSCATINE POWER & WATER	October Base PRI	10/31/2024	0	71.86
Vendor Subtotal:					71.86
1000-25-1423-52100	CR LANDSCAPING	NORWAY SPRUCE - PICEA ABIES	10/31/2024	0	435.00 00028795
1000-25-1423-52100	CR LANDSCAPING	RIVER BIRCH - BETULA NIGRA	10/31/2024	0	1,220.00 00028795
1000-25-1423-52100	CR LANDSCAPING	LEONARD MESSEL MAGNOLIA - MA	10/31/2024	0	600.00 00028795
1000-25-1423-52100	CR LANDSCAPING	ROYAL RAIN DROP CRABAPPLE MA	10/31/2024	0	1,080.00 00028795
1000-25-1423-52100	CR LANDSCAPING	KUPSA DOGWOOD - CORNUS KOUS	10/31/2024	0	1,050.00 00028795
1000-25-1423-52100	CR LANDSCAPING	SWAMP WHITE OAK - QUERCUS BIC	10/31/2024	0	2,720.00 00028795
Vendor Subtotal:					7,105.00
1000-25-1423-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - S Day	10/24/2024	0	57.80
Vendor Subtotal:					57.80
1000-25-1423-52300	MAGGIE STRONG	Reimb Shoes - Strong	10/31/2024	0	75.00
Vendor Subtotal:					75.00
1000-25-1423-52300	STEVE DAY	Reimb Shoes - S Day	10/31/2024	0	75.00

Vendor Subtotal:					75.00
1000-25-1423-52300	JEFFRY LIMBURG	Reimb Uniform - J Limburg	10/31/2024	0	19.13
Vendor Subtotal:					19.13
1000-25-1423-52400	MENARDS (MUSC)	Trash Can w/Lid/Gloves	10/31/2024	0	66.95
1000-25-1423-52400	MENARDS (MUSC)	Simple Green/ZEP/Power Scrub	10/31/2024	0	25.61
1000-25-1423-52400	MENARDS (MUSC)	CLR/Iron Out/Tile Scrub	10/31/2024	0	24.24
Vendor Subtotal:					116.80
1000-25-1423-52720	SPRATT OIL SALES	GALLONS GASOLINE	10/31/2024	0	1,417.50 00028929
1000-25-1423-52720	SPRATT OIL SALES	GALLONS GASOLINE	10/31/2024	0	1.34
Vendor Subtotal:					1,418.84
1000-25-1423-52730	SPRATT OIL SALES	GALLONS DIESEL	10/31/2024	0	1,251.00 00028929
1000-25-1423-52730	SPRATT OIL SALES	GALLONS DIESEL	10/31/2024	0	2.78
Vendor Subtotal:					1,253.78
1000-25-1423-52830	MENARDS (MUSC)	Plier/Wrench Set	10/31/2024	0	22.89
1000-25-1423-52830	MENARDS (MUSC)	Clamp/Bit Holder/PVC Cutter	10/31/2024	0	20.97
1000-25-1423-52830	MENARDS (MUSC)	Pliers/Sockets	10/31/2024	0	32.85
1000-25-1423-52830	MENARDS (MUSC)	Plier/Pruner	10/31/2024	0	97.92
1000-25-1423-52830	MENARDS (MUSC)	Tap & Die Set	10/31/2024	0	39.99
1000-25-1423-52830	MENARDS (MUSC)	Pruners	10/31/2024	0	44.96
Vendor Subtotal:					259.58
1000-25-1423-52890	GRAINGER DEPT 802675066	Keyed Padlock	10/31/2024	0	81.36
Vendor Subtotal:					81.36
1000-25-1423-52890	MENARDS (MUSC)	Tape Dispenser	10/31/2024	0	12.99
Vendor Subtotal:					12.99

1000-25-1423-53110	GRAINGER DEPT 802675066	Spring Hinge	10/31/2024	0	84.99
1000-25-1423-53110	GRAINGER DEPT 802675066	Electric Unit Heater	10/31/2024	0	805.62 00028971
Vendor Subtotal:					890.61
1000-25-1423-53110	MENARDS (MUSC)	Acrylic Sheet/Caulk/Spot Light	10/31/2024	0	83.91
Vendor Subtotal:					83.91
1000-25-1423-53120	MENARDS (MUSC)	Motion Sensor	10/31/2024	0	49.49
1000-25-1423-53120	MENARDS (MUSC)	Sock Caps	10/31/2024	0	4.75
1000-25-1423-53120	MENARDS (MUSC)	Sock Caps	10/31/2024	0	2.82
Vendor Subtotal:					57.06
1000-25-1423-53130	MENARDS (MUSC)	Tubing	10/31/2024	0	49.53
1000-25-1423-53130	MENARDS (MUSC)	Tube/Valve/Adapter	10/31/2024	0	61.32
Vendor Subtotal:					110.85
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Primer/PVC Cement	10/31/2024	0	46.24
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Adapter/Coupling/Clamp	10/31/2024	0	67.27
1000-25-1423-53130	PLUMB SUPPLY COMPANY	PVC	10/31/2024	0	97.66
1000-25-1423-53130	PLUMB SUPPLY COMPANY	PVC	10/31/2024	0	31.12
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Bushing/Nipple/Ball Valve	10/31/2024	0	64.31
Vendor Subtotal:					306.60
1000-25-1423-53140	MENARDS (MUSC)	Spray Paint	10/31/2024	0	5.98
1000-25-1423-53140	MENARDS (MUSC)	Spray Paint/Sanding Disc	10/31/2024	0	76.86
Vendor Subtotal:					82.84
1000-25-1423-53220	GRAINGER DEPT 802675066	Bolts	10/31/2024	0	13.17
1000-25-1423-53220	GRAINGER DEPT 802675066	Tamper Restistant Screws	10/31/2024	0	12.73
Vendor Subtotal:					25.90
1000-25-1423-53220	MENARDS (MUSC)	Cable Ties	10/31/2024	0	14.83

1000-25-1423-53220	MENARDS (MUSC)	Pipe/Rain Gauge	10/31/2024	0	14.98
		Vendor Subtotal:			29.81
1000-25-1423-53220	MUSCATINE LAWN & POWER	HUSTLER FORK 123644-1	10/31/2024	0	134.06 00029020
		Vendor Subtotal:			134.06
1000-25-1423-53220	NAPA OF MUSCATINE	BATTERY	10/31/2024	0	152.59 00028861
		Vendor Subtotal:			152.59
1000-25-1423-53220	REXCO EQUIPMENT INC	Drive Belt	10/31/2024	0	99.99
		Vendor Subtotal:			99.99
1000-25-1423-53220	SINCLAIR	Washer/Piston Pin	10/31/2024	0	24.11
		Vendor Subtotal:			24.11
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	10/31/2024	0	14.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	10/31/2024	0	14.20
		Vendor Subtotal:			28.40
1000-25-1423-63300	UNITED RENTALS (MUSC)	CORE DRILL RENTAL	10/31/2024	0	105.00 00028825
1000-25-1423-63300	UNITED RENTALS (MUSC)	CORE DRILL RENTAL	10/31/2024	0	53.00
		Vendor Subtotal:			158.00
1000-25-1423-65210	CENTURYLINK	October Phones - Marina	10/31/2024	0	79.03
		Vendor Subtotal:			79.03
1000-25-1423-65310	ALLIANT ENERGY	Sept Gas - Pearl City	10/31/2024	0	37.83
1000-25-1423-65310	ALLIANT ENERGY	Sept Gas - Harbor	10/31/2024	0	35.23
1000-25-1423-65310	ALLIANT ENERGY	Sept Gas - Weed Park	10/31/2024	0	42.94

			Vendor Subtotal:		116.00
1000-25-1423-67130	SINCLAIR	ANTIFREEZE & A/C REPAIR	10/31/2024	0	2,720.48 00028458
			Vendor Subtotal:		2,720.48
1000-25-1423-67320	SINCLAIR	DIAGNOSTICS FOR T-650	10/31/2024	0	500.00 00028236
			Vendor Subtotal:		500.00
1000-25-1423-74200	CENTRAL PETROLEUM EQUIP CO	FUEL TANK & INSTALLATION	10/31/2024	0	34,205.85 00028244
			Vendor Subtotal:		34,205.85
1000-25-1424-52720	SPRATT OIL SALES	REGULAR UNLEADED GASOLINE	10/31/2024	0	315.00 00029025
1000-25-1424-52720	SPRATT OIL SALES	REGULAR UNLEADED GASOLINE	10/31/2024	0	56.70
			Vendor Subtotal:		371.70
1000-25-1424-52730	SPRATT OIL SALES	RED-DYE DIESEL	10/31/2024	0	423.44 00029025
			Vendor Subtotal:		423.44
1000-25-1424-52810	BSN SPORTS INC.	Drive Wheel/Cap	10/31/2024	0	44.96
			Vendor Subtotal:		44.96
1000-25-1424-52830	SINCLAIR	MM56 YARD BOSS	10/31/2024	0	413.09 00028992
1000-25-1424-52830	SINCLAIR	MM55 POWER BRUSH	10/31/2024	0	127.49 00028992
			Vendor Subtotal:		540.58
1000-25-1424-53110	MENARDS (MUSC)	Gloves/Broom/Lumber	10/31/2024	0	91.73
			Vendor Subtotal:		91.73
1000-25-1424-53120	MENARDS (MUSC)	Duct Tape/Contractor Bags/Bulbs	10/31/2024	0	99.57

Vendor Subtotal:					99.57
1000-25-1424-53140	MENARDS (MUSC)	Painter/Utility Hooks	10/31/2024	0	27.75
1000-25-1424-53140	MENARDS (MUSC)	Spray Paint/Brush	10/31/2024	0	92.65
Vendor Subtotal:					120.40
1000-25-1424-53140	SHERWIN WILLIAMS	ROLLER COVERS, BRUSHES, EDGE '	10/31/2024	0	153.29 00028985
1000-25-1424-53140	SHERWIN WILLIAMS	ROLLER COVERS, BRUSHES, EDGE '	10/31/2024	0	47.70
Vendor Subtotal:					200.99
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Battery	10/31/2024	0	98.73
Vendor Subtotal:					98.73
1000-25-1424-53220	MENARDS (MUSC)	6INCH HICKENBOTTOM	10/31/2024	0	61.98 00028928
1000-25-1424-53220	MENARDS (MUSC)	6INCH CORRUGATED DRAIN PIPE 9'	10/31/2024	0	35.98 00028928
1000-25-1424-53220	MENARDS (MUSC)	Mulch	10/31/2024	0	87.97
1000-25-1424-53220	MENARDS (MUSC)	Battery Maintainer/Strut	10/31/2024	0	79.55
1000-25-1424-53220	MENARDS (MUSC)	Weldable Flat	10/31/2024	0	68.34
Vendor Subtotal:					333.82
1000-25-1424-53220	R & R PRODUCTS INC	ROLLER MOUNT R112-5268	10/31/2024	0	173.40 00028880
1000-25-1424-53220	R & R PRODUCTS INC	SKID PLATE R107-7816	10/31/2024	0	30.90 00028880
1000-25-1424-53220	R & R PRODUCTS INC	ROLLER ASSEMBLY R112-5265	10/31/2024	0	260.35 00028880
Vendor Subtotal:					464.65
1000-25-1424-53220	SMITH SALES & SERVICE	Oil/Belt	10/31/2024	0	86.85
Vendor Subtotal:					86.85
1000-25-1424-53220	MUSCATINE LUMBER	Torx Bit/Flat Washers	10/31/2024	0	35.17
Vendor Subtotal:					35.17

1000-25-1424-62450	A TECH/FREEMAN ALARM	Alarms 11/1/24 - 1/31/25	11/05/2024	0	84.00
		Vendor Subtotal:			84.00
1000-25-1424-65210	CENTURYLINK	October Phones - Kent Stein	10/31/2024	0	96.83
		Vendor Subtotal:			96.83
1000-25-1425-62130	FREERS & SONS TREE SERVICE	TREE LIMB REMOVAL	10/31/2024	0	175.00 00028805
		Vendor Subtotal:			175.00
1000-25-1427-51300	AMAZON.COM	CF401A HP #201A Cyan Toner Cartridge	10/24/2024	0	100.89 00029051
		Vendor Subtotal:			100.89
1000-25-1427-52750	ARNOLD MOTOR SUPPLY	Wiper Blades/Coolant	10/31/2024	0	31.57
		Vendor Subtotal:			31.57
1000-25-1427-53130	SITEONE LANDSCAPE SUPPLY	SOCCER WEST MAIN LINE PARTS: 3	10/31/2024	0	176.93 00028984
1000-25-1427-53130	SITEONE LANDSCAPE SUPPLY	Freight	10/31/2024	0	35.00
		Vendor Subtotal:			211.93
1000-25-1427-53140	SHERWIN WILLIAMS	3 - GALLON B54 W 113	10/31/2024	0	153.29 00028985
		Vendor Subtotal:			153.29
1000-25-1427-53210	ARNOLD MOTOR SUPPLY	Filters	10/31/2024	0	37.11
		Vendor Subtotal:			37.11
1000-25-1427-53220	MENARDS (MUSC)	Mouse Bait/Tote	10/31/2024	0	83.59
		Vendor Subtotal:			83.59
1000-25-1427-53220	R & R PRODUCTS INC	Mower Blade/Bolt	10/31/2024	0	98.82

			Vendor Subtotal:		98.82
1000-25-1427-53220	SINCLAIR	Return	10/31/2024	0	-22.87
1000-25-1427-53220	SINCLAIR	Wire/Spark Plug	10/31/2024	0	52.52
			Vendor Subtotal:		29.65
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	10/31/2024	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	10/31/2024	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	10/31/2024	0	24.00
			Vendor Subtotal:		72.00
1000-25-1427-62450	A TECH/FREEMAN ALARM	Alarms 11/1/24 - 1/31/25	11/05/2024	0	84.00
			Vendor Subtotal:		84.00
1000-25-1427-63300	PS3 Enterprises Inc.	Temp Sanitation	10/31/2024	0	100.00
			Vendor Subtotal:		100.00
1000-25-1427-65210	MUSCATINE POWER & WATER	September Phone - Soccer	10/31/2024	0	64.61
			Vendor Subtotal:		64.61
1000-25-1427-67140	A-1 QUALITY TIRE & CAR CARE	24 X 12 - 12	10/31/2024	0	104.00 00029035
			Vendor Subtotal:		104.00
1000-25-1431-36120	ALICIA BEQUEAITH	Refund	10/31/2024	0	60.00
			Vendor Subtotal:		60.00
1000-25-1432-53130	MENARDS (MUSC)	FITTINGS FOR WINTERIZATION	10/31/2024	0	109.69 00029077
			Vendor Subtotal:		109.69

1000-25-1432-73900	TERRY & SONS INC	POOL PAINTING	10/31/2024	0	44,700.00 00028590
		Vendor Subtotal:			44,700.00
1000-30-1511-51100	AMAZON.COM	Permanent Markers	10/31/2024	0	25.75
		Vendor Subtotal:			25.75
1000-30-1511-51300	SOURCE NOW LLC	CF226A HP #26A Black Toner Cartridge	10/31/2024	0	134.22 00029034
		Vendor Subtotal:			134.22
1000-30-1511-62370	SYCAMORE PRINTING INC	Musser Public Library Brochure (Qty 150	10/24/2024	0	113.00 00028887
		Vendor Subtotal:			113.00
1000-30-1511-62460	AMAZON.COM	Wild Robot (1 Copy)	10/24/2024	0	8.15
1000-30-1511-62460	AMAZON.COM	The Wild Robot Protects	10/31/2024	0	14.23
1000-30-1511-62460	AMAZON.COM	Shipping	10/31/2024	0	3.99
		Vendor Subtotal:			26.37
1000-30-1511-62460	ANDREA MARTINEZ	Discovery Lab Mink 10/22/24	10/31/2024	0	150.00
		Vendor Subtotal:			150.00
1000-30-1511-63300	XEROX CORPORATION	Copier	10/24/2024	0	210.69
		Vendor Subtotal:			210.69
1000-30-1511-74500	LIBRARY SYSTEMS & SERVICES	LIBooks/Materials	10/24/2024	0	8,347.33
		Vendor Subtotal:			8,347.33
1000-40-1151-52230	RIVER CITY TURF & ORNAMENTAL	Ice Melt BrownBag by Kissner	10/31/2024	0	1,064.28 00028824
		Vendor Subtotal:			1,064.28

1000-40-1151-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - G Gray	10/24/2024	0	25.40
		Vendor Subtotal:			25.40
1000-40-1151-52400	HOME DEPOT PRO INSTITUTIONAL	Urnial Cakes	10/24/2024	0	134.16
		Vendor Subtotal:			134.16
1000-40-1151-52400	MENARDS (MUSC)	Tide/Disinfectant Wipes/Ajax/Pine Clean	10/24/2024	0	88.84
1000-40-1151-52400	MENARDS (MUSC)	Bleach/ZEP	10/24/2024	0	91.31
1000-40-1151-52400	MENARDS (MUSC)	ZEP	10/24/2024	0	20.67
		Vendor Subtotal:			200.82
1000-40-1151-52890	MENARDS (MUSC)	Rubber Caster Wheel	10/31/2024	0	12.97
1000-40-1151-52890	MENARDS (MUSC)	Adhesive/Crack Filler	10/31/2024	0	10.22
		Vendor Subtotal:			23.19
1000-40-1151-52890	MUSCATINE LAWN & POWER	Blades	10/31/2024	0	86.97
		Vendor Subtotal:			86.97
1000-40-1151-53120	MENARDS (MUSC)	Plug	10/24/2024	0	3.49
		Vendor Subtotal:			3.49
1000-40-1151-53120	VAN METER INDUSTRIAL INC	ADV ICN2S54T451 ELEC BALLAST (2	10/31/2024	0	210.00 00028831
1000-40-1151-53120	VAN METER INDUSTRIAL INC	290833 PHIL F54T5/841/HO 54W T5	10/31/2024	0	270.68 00028831
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	10/24/2024	0	84.51
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	10/31/2024	0	13.34
		Vendor Subtotal:			578.53
1000-40-1151-53130	BAVCO	WATTS 957 Kit Part# 957-RT250	10/31/2024	0	334.00 00028700
1000-40-1151-53130	BAVCO	Shipping	10/31/2024	0	9.90
1000-40-1151-53130	BAVCO	Repair Kit	10/31/2024	0	95.70
		Vendor Subtotal:			439.60

1000-40-1151-53130	MENARDS (MUSC)	Coupling/Blade	10/31/2024	0	41.36
1000-40-1151-53130	MENARDS (MUSC)	PVC Reducer	10/31/2024	0	11.99
1000-40-1151-53130	MENARDS (MUSC)	Coupling/Elbow	10/31/2024	0	1.86
1000-40-1151-53130	MENARDS (MUSC)	PVC Pipe	10/31/2024	0	65.25
1000-40-1151-53130	MENARDS (MUSC)	PVC Primer/Glue	10/31/2024	0	26.46
Vendor Subtotal:					146.92
1000-40-1151-53140	MENARDS (MUSC)	Roller	10/31/2024	0	10.58
1000-40-1151-53140	MENARDS (MUSC)	Dry Erase Paint	10/24/2024	0	93.96
1000-40-1151-53140	MENARDS (MUSC)	Dry Erase Paint/Roller	10/24/2024	0	46.85
1000-40-1151-53140	MENARDS (MUSC)	Paint	10/24/2024	0	97.96
Vendor Subtotal:					249.35
1000-40-1151-53150	MENARDS (MUSC)	Filter	10/24/2024	0	79.92
1000-40-1151-53150	MENARDS (MUSC)	Filter	10/24/2024	0	39.96
Vendor Subtotal:					119.88
1000-40-1151-62250	LAJEK PEST CONTROL SOLUTIONS	Treat and De-Web Exterior of Library	10/24/2024	0	100.00 00028739
1000-40-1151-62250	LAJEK PEST CONTROL SOLUTIONS	De-Web and Treat Exterior of City Hall	10/24/2024	0	175.00 00028730
1000-40-1151-62250	LAJEK PEST CONTROL SOLUTIONS	De-Web and Treat Exterior of Art Center	10/24/2024	0	175.00 00028730
Vendor Subtotal:					450.00
1000-40-1151-62250	MENARDS (MUSC)	Insect Control	10/31/2024	0	9.49
Vendor Subtotal:					9.49
1000-40-1151-62450	A TECH/FREEMAN ALARM	Alarms 11/1/24 - 1/31/25	11/05/2024	0	84.00
Vendor Subtotal:					84.00
1000-40-1151-62450	MIDWEST ALARM SERVICES	Door Replacement Sensor	10/24/2024	0	233.90
Vendor Subtotal:					233.90
1000-40-1151-65210	MUSCATINE POWER & WATER	October Phones	10/31/2024	0	61.86

1000-40-1151-65210	MUSCATINE POWER & WATER	October Base PRI	10/31/2024	0	184.77
1000-40-1151-65210	MUSCATINE POWER & WATER	October Phones	10/31/2024	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	October Phones	10/31/2024	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	September Phones - PW	10/31/2024	0	43.59
Vendor Subtotal:					335.00
1000-40-1151-65220	MUSCATINE POWER & WATER	October Long Distance	10/31/2024	0	17.08
Vendor Subtotal:					17.08
1000-40-1151-65310	ALLIANT ENERGY	October Gas - S Fire	10/31/2024	0	92.42
1000-40-1151-65310	ALLIANT ENERGY	September Gas - Art Center	10/24/2024	0	626.68
1000-40-1151-65310	ALLIANT ENERGY	September Gas - Lot 8	10/24/2024	0	33.68
1000-40-1151-65310	ALLIANT ENERGY	Sept Gas - Art Center	10/31/2024	0	36.05
1000-40-1151-65310	ALLIANT ENERGY	September Gas - PSB	10/24/2024	0	53.97
1000-40-1151-65310	ALLIANT ENERGY	September Gas - City Hall	10/24/2024	0	53.37
Vendor Subtotal:					896.17
1000-40-1151-67320	AMAZON.COM	Dryer Timer	10/24/2024	0	75.99
Vendor Subtotal:					75.99
1000-40-1151-67330	MUSCATINE POWER & WATER	October Internet - PSB	10/31/2024	0	82.97
Vendor Subtotal:					82.97
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO'SWSKRLEV-ASSY Probe/Water Level		10/24/2024	0	130.00 00028832
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO'NWSKR-120-M-NSS PC Board		10/24/2024	0	1,178.00 00028832
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO'NWSKR-120-M-NSS PC Board		10/24/2024	0	6.00
Vendor Subtotal:					1,314.00
1000-40-1611-65270	AMAZON.COM	Tempered Glass Screen Protector	10/24/2024	0	18.98
1000-40-1611-65270	AMAZON.COM	Screen Protector	10/31/2024	0	4.99
Vendor Subtotal:					23.97
1000-40-1621-52300	ANDY KRAL	Reimb Uniforms - A Kral	10/24/2024	0	50.00

1000-40-1621-52300	ANDY KRAL	Reimb Uniforms - A Kral	10/24/2024	0	50.00
		Vendor Subtotal:			100.00
1000-40-1621-52300	SCOTT LONGHURST	Shoe Reimb - S Longhurst	10/24/2024	0	150.00
		Vendor Subtotal:			150.00
1000-40-1621-52830	S.J. SMITH CO.	Welding Wire for Shop	10/24/2024	0	140.83 00028853
		Vendor Subtotal:			140.83
1000-40-1621-52830	AMAZON.COM	Hammer Bits	10/24/2024	0	92.36
		Vendor Subtotal:			92.36
1000-40-1621-52890	MENARDS (MUSC)	Eye Bolt	10/24/2024	0	0.97
		Vendor Subtotal:			0.97
1000-40-1621-52890	S.J. SMITH CO.	Anti Splatter	10/24/2024	0	9.95
		Vendor Subtotal:			9.95
1000-40-1621-52890	SMITH SALES & SERVICE	Fuel Solution	10/31/2024	0	12.55
		Vendor Subtotal:			12.55
1000-40-1621-53130	DULTMEIER SALES	Valve for 1009	10/31/2024	0	775.00 00029074
1000-40-1621-53130	DULTMEIER SALES	Shipping	10/31/2024	0	20.77
		Vendor Subtotal:			795.77
1000-40-1621-53140	MENARDS (MUSC)	Aluminum Primer	10/24/2024	0	14.99
		Vendor Subtotal:			14.99
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix Asphalt	10/24/2024	0	1,558.94 00028828

1000-40-1621-53310	RIVER STONE GROUP	Hot Mix Asphalt	10/24/2024	0	515.97
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix Asphalt	10/24/2024	0	1,040.77
Vendor Subtotal:					3,115.68
1000-40-1621-53340	WENDLING QUARRIES INC	Class A Road Stone	10/31/2024	0	1,375.00 00028990
1000-40-1621-53340	WENDLING QUARRIES INC	Class A Road Stone	10/31/2024	0	102.89
Vendor Subtotal:					1,477.89
1000-40-1621-53400	J & R SUPPLY INC	26" Saw Blades (concrete)	10/24/2024	0	1,850.00 00028915
1000-40-1621-53400	J & R SUPPLY INC	14" Saw Blades (concrete)	10/24/2024	0	600.00 00028915
Vendor Subtotal:					2,450.00
1000-40-1621-53400	LOGAN CONTRACTORS SUPPLY IN	15 Gal Drum of Soy Solv	10/24/2024	0	525.00 00028860
Vendor Subtotal:					525.00
1000-40-1621-53400	SCHIMBERG CO	Dual Wall Solid Corrugated Pipe 18" x 20'	10/31/2024	0	1,678.00 00028965
Vendor Subtotal:					1,678.00
1000-40-1621-65210	MUSCATINE POWER & WATER	October Base PRI	10/31/2024	0	71.86
Vendor Subtotal:					71.86
1000-40-1621-65270	AMAZON.COM	Phone Case	10/24/2024	0	23.83
Vendor Subtotal:					23.83
1000-40-1621-65310	ALLIANT ENERGY	Sept Gas - DOT Bldg	10/31/2024	0	39.12
Vendor Subtotal:					39.12
1000-40-1621-68300	MUSCATINE POWER & WATER	QTRLY Magic	10/31/2024	0	8,748.34
Vendor Subtotal:					8,748.34

1000-40-1621-69900	JESSE SPITZNOGLE	Reimb CDL - Spitznogle	10/31/2024	0	21.50
		Vendor Subtotal:			21.50
1000-40-1623-52830	MENARDS (MUSC)	Leaf Rake	10/24/2024	0	97.93
		Vendor Subtotal:			97.93
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/27/24	10/31/2024	0	1,476.80
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/20/24	10/24/2024	0	1,464.43
		Vendor Subtotal:			2,941.23
1000-40-1624-52890	FASTENAL COMPANY	Nuts/Bolts/Washers	10/31/2024	0	94.66
		Vendor Subtotal:			94.66
1000-40-1624-52890	SHERWIN WILLIAMS	Pump Protector	10/24/2024	0	22.51
		Vendor Subtotal:			22.51
1000-40-1641-65210	MUSCATINE POWER & WATER	September Phones - PW	10/31/2024	0	22.39
1000-40-1641-65210	MUSCATINE POWER & WATER	October Base PRI	10/31/2024	0	71.86
		Vendor Subtotal:			94.25
		Subtotal for FUND: 1000			275,446.61
3981-30-3981-62460	DAN CHAPMAN	Presenter of Movie October 2024	10/24/2024	0	50.00
		Vendor Subtotal:			50.00
3981-30-3981-64500	MOLLY GARRETT	Reimb Mileage M Garrett	10/31/2024	0	177.60
		Vendor Subtotal:			177.60
3981-30-3981-64500	ROBERT FIEDLER	Reimb Mileage R Fiedler	10/31/2024	0	186.00

			Vendor Subtotal:		186.00
3981-30-3981-64500	EMERSON TAYLOR	Reimb Mileage - E Taylor	10/31/2024	0	186.00
			Vendor Subtotal:		186.00
3981-30-3981-74500	LIBRARY SYSTEMS & SERVICES	LIBooks/Materials	10/24/2024	0	289.38
			Vendor Subtotal:		289.38
			Subtotal for FUND: 3981		888.98
4160-40-4160-65100	QUAD CITY TIMES & MUSC JOURN.	Public Notice - Park Ave West Bridge	10/31/2024	0	17.87
			Vendor Subtotal:		17.87
			Subtotal for FUND: 4160		17.87
4187-40-4187-65100	QUAD CITY TIMES & MUSC JOURN.	Public Notice - Lake Park Bridge	10/31/2024	0	16.55
			Vendor Subtotal:		16.55
			Subtotal for FUND: 4187		16.55
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Reconstruction	10/31/2024	0	460.00
			Vendor Subtotal:		460.00
			Subtotal for FUND: 4195		460.00
4276-40-4276-61660	MARTIN & WHITACRE SURVEYOR	West Hill Project	10/31/2024	0	2,560.00
4276-40-4276-61660	MARTIN & WHITACRE SURVEYOR	Additional Land Surveying Services for V	10/31/2024	0	12,000.00 00028649
			Vendor Subtotal:		14,560.00
4276-40-4276-73100	LANGMAN CONSTRUCTION INC	WH Phase 6C Pay App #6	10/31/2024	0	592,393.60

			Vendor Subtotal:		592,393.60
4276-40-4276-73100	KE FLATWORK INC	WH Phase 6 a/b Pay App #29	10/31/2024	0	197,589.56
			Vendor Subtotal:		197,589.56
			Subtotal for FUND: 4276		804,543.16
4298-40-4298-61220	LAW OFFICES OF HOPKINS & HUBBARD	September Legal - General	10/31/2024	0	135.00
			Vendor Subtotal:		135.00
4298-40-4298-61420	MCCLURE ENGINEERING CO	Muscatine Marina CDF Relocation	10/31/2024	0	10,978.50
			Vendor Subtotal:		10,978.50
			Subtotal for FUND: 4298		11,113.50
4443-25-4443-61420	MARTIN & WHITACRE SURVEYORS	WEED PARK LAGOON PROJECT ENCLOSURE	10/31/2024	0	1,504.00 00028854
			Vendor Subtotal:		1,504.00
4443-25-4443-73500	MARTIN & WHITACRE SURVEYORS	Weed Park Staking	10/31/2024	0	7,388.50
			Vendor Subtotal:		7,388.50
4443-25-4443-73500	SULZCO	Weed Park Lagoon Pay App #4	10/31/2024	0	69,060.94
			Vendor Subtotal:		69,060.94
			Subtotal for FUND: 4443		77,953.44
4475-25-4475-73900	OUTDOOR RECREATION PRODUCTS	DUMOR 6' BENCH - PART #59-60	10/31/2024	0	1,310.00 00028336
4475-25-4475-73900	OUTDOOR RECREATION PRODUCTS	FREIGHT	10/31/2024	0	374.00 00028336
4475-25-4475-73900	OUTDOOR RECREATION PRODUCTS	DUMOR 32 G RECEPTABLE - PART #	10/31/2024	0	1,418.00 00028336

Vendor Subtotal:					3,102.00
Subtotal for FUND: 4475					3,102.00
4491-00-4497-53130	MENARDS (MUSC)	4X8 SHEET 2" INSULATION (FOR PL	10/31/2024	0	199.92 00029005
4491-00-4497-53130	MENARDS (MUSC)	Packaging	10/31/2024	0	19.99
4491-00-4497-53130	MENARDS (MUSC)	Heater	10/31/2024	0	99.99
Vendor Subtotal:					319.90
4491-00-4497-53130	PLUMB SUPPLY COMPANY	Quote # S100449317	10/31/2024	0	2,268.46 00028397
4491-00-4497-53130	PLUMB SUPPLY COMPANY	Quote # S100449317	10/31/2024	0	8,972.61
Vendor Subtotal:					11,241.07
Subtotal for FUND: 4491					11,560.97
4498-25-4498-61660	TEAM SERVICES	LABORATORY AND FIELD TESTING	10/31/2024	0	2,412.00 00028685
Vendor Subtotal:					2,412.00
4498-25-4498-66300	ARTHUR J GALLAGHER RISK MNG	Builders Risk Insurance - Sports Dome	10/31/2024	0	66,318.36
Vendor Subtotal:					66,318.36
Subtotal for FUND: 4498					68,730.36
4639-40-4639-61220	LAW OFFICES OF HOPKINS & HUB	September Legal - Public Works	10/31/2024	0	245.00
Vendor Subtotal:					245.00
Subtotal for FUND: 4639					245.00
4842-00-4847-68300	AVENUE PROPERTIES LLC	Facade Grant	11/05/2024	0	5,000.00
Vendor Subtotal:					5,000.00

4842-00-4847-68300	BASULTO PROPERTIES LLC	Facade Grant	11/05/2024	0	5,000.00
		Vendor Subtotal:			5,000.00
4842-00-4847-68300	CRYO WELLNESS OF MUSCATINE	Facade Grant	11/05/2024	0	2,839.25
		Vendor Subtotal:			2,839.25
		Subtotal for FUND: 4842			12,839.25
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - D Dusenberry	10/31/2024	0	198.42
		Vendor Subtotal:			198.42
5211-40-5211-65210	MUSCATINE POWER & WATER	October Base PRI	10/31/2024	0	41.02
		Vendor Subtotal:			41.02
5211-40-5211-65275	VERIZON WIRELESS	October Cell Phones	10/31/2024	0	54.92
		Vendor Subtotal:			54.92
		Subtotal for FUND: 5211			294.36
5311-05-5311-52890	POM INCORPORATED	#300-756 - Battery Pack 6V AA Alkaline	10/31/2024	0	349.00 00028931
		Vendor Subtotal:			349.00
		Subtotal for FUND: 5311			349.00
5451-25-5451-52100	STOUT COMPANIES	BLUEGRASS SEED	10/31/2024	0	117.50 00028950
		Vendor Subtotal:			117.50
5451-25-5451-52100	RIVER CITY TURF & ORNAMENTAL	AQUALIGHT	10/31/2024	0	217.50 00028924

		Vendor Subtotal:			217.50
5451-25-5451-52100	MIDWEST TURF SUPPORT	SOIL SAMPLES	10/31/2024	0	150.00 00029048
		Vendor Subtotal:			150.00
5451-25-5451-52250	MIDWEST TURF SUPPORT	RETAIN PELLETS	10/31/2024	0	180.00 00028878
5451-25-5451-52250	MIDWEST TURF SUPPORT	CALPHLEX	10/31/2024	0	250.00 00028878
		Vendor Subtotal:			430.00
5451-25-5451-52720	SPRATT OIL SALES	UNLEADED GASOLINE	10/31/2024	0	1,542.56 00028993
		Vendor Subtotal:			1,542.56
5451-25-5451-52730	SPRATT OIL SALES	DIESEL FUEL	10/31/2024	0	700.00 00028993
		Vendor Subtotal:			700.00
5451-25-5451-52890	MENARDS (MUSC)	Sharp Bit/Hex Bolt	10/31/2024	0	19.66
		Vendor Subtotal:			19.66
5451-25-5451-52890	ULINE	Lid w/Spout	10/31/2024	0	39.75
		Vendor Subtotal:			39.75
5451-25-5451-52890	CEDAR COUNTY REPAIR	Chains	10/31/2024	0	61.98
		Vendor Subtotal:			61.98
5451-25-5451-53140	PLUMB SUPPLY COMPANY	Tank Lever/Seat	10/31/2024	0	51.40
		Vendor Subtotal:			51.40
5451-25-5451-53220	R & R PRODUCTS INC	SHIPPING	10/31/2024	0	19.28 00028879
5451-25-5451-53220	R & R PRODUCTS INC	MOWER BLADES	10/31/2024	0	86.00 00028879

		Vendor Subtotal:			105.28
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	10/31/2024	0	90.81
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	10/31/2024	0	90.81
		Vendor Subtotal:			181.62
5451-25-5451-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	10/31/2024	0	45.00
		Vendor Subtotal:			45.00
5451-25-5451-62450	A TECH/FREEMAN ALARM	Alarms 11/1/24 - 1/31/25	11/05/2024	0	114.00
		Vendor Subtotal:			114.00
5451-25-5451-63300	CULLIGAN INC	Softner	10/31/2024	0	33.95
		Vendor Subtotal:			33.95
5451-25-5451-65210	MUSCATINE POWER & WATER	September Phone - Golf	10/31/2024	0	61.96
5451-25-5451-65210	MUSCATINE POWER & WATER	September Phones - Shed	10/31/2024	0	27.99
		Vendor Subtotal:			89.95
5451-25-5451-65240	MUSCATINE POWER & WATER	September/October Machlink	10/31/2024	0	61.99
		Vendor Subtotal:			61.99
5451-25-5451-65310	ALLIANT ENERGY	Sept Gas - Golf	10/31/2024	0	35.35
5451-25-5451-65310	ALLIANT ENERGY	Sept Gas - Golf	10/31/2024	0	32.41
		Vendor Subtotal:			67.76
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	September Power - Golf	10/31/2024	0	870.56
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	September Power - Golf	10/31/2024	0	862.55
		Vendor Subtotal:			1,733.11

5451-25-5451-67130	HARRIS GOLF CARS	Golf Cart Maintenance	10/31/2024	0	274.81
5451-25-5451-67130	HARRIS GOLF CARS	Golf Cart Maintenance	10/31/2024	0	274.81
Vendor Subtotal:					549.62
5451-25-5451-67130	VAN WALL EQUIPMENT INC.	COMPUTER MOTOR FOR MOWER	10/31/2024	0	1,800.00 00028810
5451-25-5451-67130	VAN WALL EQUIPMENT INC.	LABOR	10/31/2024	0	148.33 00028810
5451-25-5451-67130	VAN WALL EQUIPMENT INC.	BASKET HOOK	10/31/2024	0	126.75 00028810
Vendor Subtotal:					2,075.08
5451-25-5451-67140	A-1 QUALITY TIRE & CAR CARE	Tires	10/31/2024	0	35.00
Vendor Subtotal:					35.00
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale	10/31/2024	0	574.30
Vendor Subtotal:					574.30
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	10/31/2024	0	242.45
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	10/31/2024	0	487.75
Vendor Subtotal:					730.20
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	10/31/2024	0	401.09
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	10/31/2024	0	165.07
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	10/31/2024	0	408.89
Vendor Subtotal:					975.05
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Credit	10/31/2024	0	-45.95
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	10/31/2024	0	221.93
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	10/31/2024	0	320.63
Vendor Subtotal:					496.61
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY WINTER BEANIES	10/31/2024	0	87.72 00028774
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SHIPPING	10/31/2024	0	20.00 00028774
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY WINTER MITTENS	10/31/2024	0	147.06 00028774

5451-25-5452-52853	CALLAWAY GOLF COMPANY	SHIPPING	10/31/2024	0	15.91
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY RAIN GLOVES (PAIRS)	10/31/2024	0	180.60 00028787
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY THERMAL GLOVES (PA	10/31/2024	0	180.60 00028787
5451-25-5452-52853	CALLAWAY GOLF COMPANY	SHIPPING	10/31/2024	0	0.15 00028448
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLWAY OPUS PLATINUM WEDGI	10/31/2024	0	132.30 00028448
Vendor Subtotal:					764.34
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	IT Balls	10/31/2024	0	35.00 00028403
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	IT Balls	10/31/2024	0	33.22
Vendor Subtotal:					68.22
5451-25-5452-52853	TITLEIST	Golf Balls	10/31/2024	0	92.85
5451-25-5452-52853	TITLEIST	SHIPPING	10/31/2024	0	9.75 00028938
5451-25-5452-52853	TITLEIST	TITLEIST SM9 WEDGE	10/31/2024	0	294.00 00028938
Vendor Subtotal:					396.60
5451-25-5452-63300	HARRIS GOLF CARS	October Cart Rental	10/31/2024	0	5,600.00
Vendor Subtotal:					5,600.00
5451-25-5452-65240	MUSCATINE POWER & WATER	September/October Machlink	10/31/2024	0	61.99
Vendor Subtotal:					61.99
5451-25-5452-65510	MUSCATINE POWER & WATER	September Cable - Golf	10/31/2024	0	146.14
Vendor Subtotal:					146.14
Subtotal for FUND: 5451					18,236.16
5461-25-5461-62260	PS3 Enterprises Inc.	Temp Sanitation	10/31/2024	0	100.00
Vendor Subtotal:					100.00
Subtotal for FUND: 5461					100.00

5466-25-5466-53110	MENARDS (MUSC)	Lumber	10/31/2024	0	32.72
		Vendor Subtotal:			32.72
5466-25-5466-53130	MENARDS (MUSC)	Water Hose	10/31/2024	0	29.98
		Vendor Subtotal:			29.98
		Subtotal for FUND: 5466			62.70
5642-45-5642-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - F Cardoza	10/24/2024	0	143.19
		Vendor Subtotal:			143.19
5642-45-5642-52840	VAN METER INDUSTRIAL INC	Safety Vests	10/31/2024	0	29.94
		Vendor Subtotal:			29.94
5642-45-5642-61310	MUSCATINE POWER & WATER	Sanitation July 2024	10/31/2024	0	4,170.86
5642-45-5642-61310	MUSCATINE POWER & WATER	Sanitation August 2024	10/31/2024	0	4,170.86
5642-45-5642-61310	MUSCATINE POWER & WATER	Sanitation September 2024	10/31/2024	0	4,170.86
5642-45-5642-61310	MUSCATINE POWER & WATER	Sanitation October 2024	10/31/2024	0	4,170.86
		Vendor Subtotal:			16,683.44
5642-45-5642-62245	REPUBLIC SERVICES #400	September Recycling	10/24/2024	0	34,882.82
		Vendor Subtotal:			34,882.82
5642-45-5642-62270	SCOTT COUNTY WASTE COMMISSIElectronics		10/31/2024	0	4,277.50
		Vendor Subtotal:			4,277.50
5642-45-5642-65240	MUSCATINE POWER & WATER	September/October Machlink	10/31/2024	0	61.99
		Vendor Subtotal:			61.99

5642-45-5642-65410	MUSCATINE POWER & WATER	September Water - Recycle	10/24/2024	0	39.77
		Vendor Subtotal:			39.77
5642-45-5642-65420	MUSCATINE POWER & WATER	September Sewer - Recycle	10/24/2024	0	14.77
5642-45-5642-65420	MUSCATINE POWER & WATER	September Sewer - Recycle	10/24/2024	0	26.47
		Vendor Subtotal:			41.24
		Subtotal for FUND: 5642			56,159.89
5652-45-5652-52890	MOTION INDUSTRIES INC	Sprocket	10/24/2024	0	42.77
		Vendor Subtotal:			42.77
5652-45-5652-61420	SCS ENGINEERS	2024FY Environmental Compliance	10/24/2024	0	730.00
5652-45-5652-61420	SCS ENGINEERS	FY 2025 On Call Support	10/24/2024	0	1,499.06
5652-45-5652-61420	SCS ENGINEERS	SCS RMC Services	10/24/2024	0	1,895.00
5652-45-5652-61420	SCS ENGINEERS	2025 FY Airspace Analysis	10/31/2024	0	7,260.00
		Vendor Subtotal:			11,384.06
		Subtotal for FUND: 5652			11,426.83
5658-45-5658-51300	QUILL CORPORATION	Receipt Paper	10/24/2024	0	397.18 00028869
		Vendor Subtotal:			397.18
5658-45-5658-52890	HOTSY EQUIPMENT CO	Ripper	10/31/2024	0	77.00
		Vendor Subtotal:			77.00
5658-45-5658-52890	MENARDS (MUSC)	Heater	10/31/2024	0	19.99
		Vendor Subtotal:			19.99
5658-45-5658-53110	VAN METER INDUSTRIAL INC	Light Bulbs	10/24/2024	0	99.63
5658-45-5658-53110	VAN METER INDUSTRIAL INC	Light Bulbs	10/24/2024	0	99.63

5658-45-5658-53110	VAN METER INDUSTRIAL INC	Tunnel Light	10/24/2024	0	99.63
		Vendor Subtotal:			298.89
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	10/24/2024	0	12.19
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	10/31/2024	0	12.19
		Vendor Subtotal:			24.38
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	10/31/2024	0	45.00
		Vendor Subtotal:			45.00
5658-45-5658-62290	SCOTT COUNTY WASTE COMMISSI	Hazard Material	10/31/2024	0	5,914.20
5658-45-5658-62290	SCOTT COUNTY WASTE COMMISSI	Hazard Material	10/31/2024	0	1,092.90
		Vendor Subtotal:			7,007.10
5658-45-5658-62310	GORDON FLESCH COMPANY	Copier	10/31/2024	0	30.00
		Vendor Subtotal:			30.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 10/13/24	10/24/2024	0	96.90
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 10/20/24	10/31/2024	0	90.00
		Vendor Subtotal:			186.90
5658-45-5658-62450	MIDWEST ALARM SERVICES	Alarms 11/1/24 - 10/31/25	11/05/2024	0	510.00
		Vendor Subtotal:			510.00
5658-45-5658-65210	MUSCATINE POWER & WATER	September Phones - Transfer	10/24/2024	0	126.36
		Vendor Subtotal:			126.36
5658-45-5658-65220	MUSCATINE POWER & WATER	September LD - Transfer	10/24/2024	0	0.01
		Vendor Subtotal:			0.01

5658-45-5658-65320	MUSCATINE POWER & WATER	September Electric - Transfer	10/24/2024	0	2,742.62
		Vendor Subtotal:			2,742.62
5658-45-5658-65410	MUSCATINE POWER & WATER	September Water - Transfer	10/24/2024	0	139.70
		Vendor Subtotal:			139.70
5658-45-5658-65420	MUSCATINE POWER & WATER	September Sewer - Transfer	10/24/2024	0	14.77
5658-45-5658-65420	MUSCATINE POWER & WATER	September Sewer - Transfer	10/24/2024	0	373.83
		Vendor Subtotal:			388.60
		Subtotal for FUND: 5658			11,993.73
5660-50-5661-51100	AMAZON.COM	Adding Machine Tape	10/31/2024	0	7.49
5660-50-5661-51100	AMAZON.COM	Pens/Dry Erase Markers	10/31/2024	0	24.29
		Vendor Subtotal:			31.78
5660-50-5661-51300	STOREY KENWORTHY / MATT PAR	Toner	10/31/2024	0	474.51 00029007
		Vendor Subtotal:			474.51
5660-50-5661-61310	MUSCATINE POWER & WATER	Sewer July 2024	10/31/2024	0	4,213.06
5660-50-5661-61310	MUSCATINE POWER & WATER	Sewer August 2024	10/31/2024	0	4,213.06
5660-50-5661-61310	MUSCATINE POWER & WATER	Sewer September 2024	10/31/2024	0	4,213.06
5660-50-5661-61310	MUSCATINE POWER & WATER	Sewer October 2024	10/31/2024	0	4,213.06
		Vendor Subtotal:			16,852.24
5660-50-5661-64120	JON KOCH	Reimb Flight & Lodging 10/5/24 - 10/9/24	10/31/2024	0	1,479.16
		Vendor Subtotal:			1,479.16
5660-50-5661-65240	MUSCATINE POWER & WATER	September/October Machlink	10/31/2024	0	61.99

		Vendor Subtotal:			61.99
5660-50-5661-68300	MUSCATINE POWER & WATER	QTRLY Magic	10/31/2024	0	8,748.34
		Vendor Subtotal:			8,748.34
5660-50-5662-52400	MENARDS (MUSC)	Cleaning Supplies	10/31/2024	0	73.86 00029015
5660-50-5662-52400	MENARDS (MUSC)	Lysol/Broom & Dust Pan	10/31/2024	0	20.26
		Vendor Subtotal:			94.12
5660-50-5662-52740	ARNOLD MOTOR SUPPLY	Oil	10/31/2024	0	95.98
		Vendor Subtotal:			95.98
5660-50-5662-52830	AMAZON.COM	Chisel	10/31/2024	0	34.99
		Vendor Subtotal:			34.99
5660-50-5662-52890	MENARDS (MUSC)	Misc. Op Supplies	10/31/2024	0	35.28 00029015
5660-50-5662-52890	MENARDS (MUSC)	Operating Supplies	10/31/2024	0	102.60 00029104
		Vendor Subtotal:			137.88
5660-50-5662-53130	MENARDS (MUSC)	Plumbing	10/31/2024	0	72.20 00029015
		Vendor Subtotal:			72.20
5660-50-5662-53210	GRAINGER DEPT 802675066	MAU Air Filters	10/31/2024	0	269.76 00028994
5660-50-5662-53210	GRAINGER DEPT 802675066	Filters	10/31/2024	0	72.72
		Vendor Subtotal:			342.48
5660-50-5662-53210	REPUBLIC	Satco 400w Equivalent LED Replacemen	10/31/2024	0	866.25 00028966
5660-50-5662-53210	REPUBLIC	IMC Photo Control 120-277	10/31/2024	0	33.75 00028966
5660-50-5662-53210	REPUBLIC	Lights	10/31/2024	0	825.00

Vendor Subtotal:					1,725.00
5660-50-5662-53210	AMAZON.COM	Stihl Trimmer Grease Cartridges and Hed	10/31/2024	0	197.99 00029072
5660-50-5662-53210	AMAZON.COM	UVC Lamp	10/31/2024	0	90.80
5660-50-5662-53210	AMAZON.COM	OTYTY Emergency Lights	10/31/2024	0	182.32 00028979
5660-50-5662-53210	AMAZON.COM	Stainless Steel Wire Rope/Toggle Lock	10/31/2024	0	43.28
Vendor Subtotal:					514.39
5660-50-5662-53210	VESSCO INC	Penn Valley Pump Parts	10/31/2024	0	2,540.00 00028857
Vendor Subtotal:					2,540.00
5660-50-5662-53220	GRAINGER DEPT 802675066	Pulley	10/31/2024	0	22.18
Vendor Subtotal:					22.18
5660-50-5662-53220	MENARDS (MUSC)	Napkins/Kleenex	10/31/2024	0	47.07
5660-50-5662-53220	MENARDS (MUSC)	Acrylic Sheet	10/31/2024	0	34.49
Vendor Subtotal:					81.56
5660-50-5662-53220	AMAZON.COM	Adapters	10/31/2024	0	67.03
5660-50-5662-53220	AMAZON.COM	Sweat Bands	10/31/2024	0	33.30
Vendor Subtotal:					100.33
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	10/31/2024	0	272.67
Vendor Subtotal:					272.67
5660-50-5662-65210	MUSCATINE POWER & WATER	September Phones - WRRF	10/31/2024	0	20.99
Vendor Subtotal:					20.99
5660-50-5662-65310	ALLIANT ENERGY	October Gas - WRRF	10/31/2024	0	1,047.43
5660-50-5662-65310	ALLIANT ENERGY	October Gas - Grit Bldg	10/31/2024	0	637.01

		Vendor Subtotal:			1,684.44
5660-50-5662-65320	MUSCATINE POWER & WATER	September Electric - W Bank	10/31/2024	0	11,109.20
5660-50-5662-65320	MUSCATINE POWER & WATER	September Electric - E Bank	10/31/2024	0	15,596.27
		Vendor Subtotal:			26,705.47
5660-50-5662-65410	MUSCATINE POWER & WATER	September Water - WRRF	10/31/2024	0	382.27
		Vendor Subtotal:			382.27
5660-50-5662-65510	MUSCATINE POWER & WATER	September Internet - WRRF	10/31/2024	0	62.97
		Vendor Subtotal:			62.97
5660-50-5662-67130	PLETCHER ENTERPRISES INC	Brackets for Primary Building Ladder	10/31/2024	0	173.65 00028981
5660-50-5662-67130	PLETCHER ENTERPRISES INC	Brackets for Primary Building Ladder	10/31/2024	0	10.00
		Vendor Subtotal:			183.65
5660-50-5662-67130	SINCLAIR	Repair of Brush Trimmer	10/31/2024	0	100.10 00029127
		Vendor Subtotal:			100.10
5660-50-5662-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	10/31/2024	0	29.07
		Vendor Subtotal:			29.07
5660-50-5662-67200	TOM DAY	Lab Repairs	10/31/2024	0	508.00 00028999
		Vendor Subtotal:			508.00
5660-50-5662-67200	NORTHWEST MECHANICAL, INC	Boiler Repairs	10/31/2024	0	308.00 00029049
		Vendor Subtotal:			308.00
5660-50-5662-67320	ELECTRIC PUMP	Aurora Centrifugal Pump Repairs	10/31/2024	0	6,824.99 00029094

		Vendor Subtotal:		6,824.99
5660-50-5662-69400	IOWA STATE UNIV REGISTRATION Forestry/Aquatics B Cox	10/31/2024	0	45.00
		Vendor Subtotal:		45.00
5660-50-5663-52100	MENARDS (MUSC) Round Up	10/31/2024	0	22.28
		Vendor Subtotal:		22.28
5660-50-5663-52830	MENARDS (MUSC) Hex Bit	10/31/2024	0	6.98
		Vendor Subtotal:		6.98
5660-50-5663-52890	MENARDS (MUSC) Shovel	10/31/2024	0	19.98
		Vendor Subtotal:		19.98
5660-50-5663-53130	MENARDS (MUSC) Bug Stop/Hose	10/31/2024	0	14.73
5660-50-5663-53130	MENARDS (MUSC) Elbow/Ball Valve/Hose	10/31/2024	0	57.68
5660-50-5663-53130	MENARDS (MUSC) Hose/Valve/Adapter/Elbow	10/31/2024	0	45.68
5660-50-5663-53130	MENARDS (MUSC) Hose/Transfer Pump	10/31/2024	0	77.97
		Vendor Subtotal:		196.06
5660-50-5663-53130	PLUMB SUPPLY COMPANY Brass Nipples	10/31/2024	0	23.17
5660-50-5663-53130	PLUMB SUPPLY COMPANY Brass Nipple	10/31/2024	0	8.54
		Vendor Subtotal:		31.71
5660-50-5663-53150	VAN METER INDUSTRIAL INC Duct Seal	10/31/2024	0	7.10
		Vendor Subtotal:		7.10
5660-50-5663-53220	MENARDS (MUSC) Heater	10/31/2024	0	39.98
5660-50-5663-53220	MENARDS (MUSC) Sump Pump for Maple Grove	10/31/2024	0	213.73 00029122

Vendor Subtotal:					253.71
5660-50-5663-53220	MUSCATINE LUMBER	Screws	10/31/2024	0	11.19
Vendor Subtotal:					11.19
5660-50-5663-53220	IOWA PUMP WORKS, INC	Barmesa Impeller for Maple Grove Pump:	10/31/2024	0	1,250.00 00028715
5660-50-5663-53220	IOWA PUMP WORKS, INC	Shipping	10/31/2024	0	33.00
Vendor Subtotal:					1,283.00
5660-50-5663-65275	MUSCATINE POWER & WATER	September Internet - Mad Creek	10/31/2024	0	45.06
Vendor Subtotal:					45.06
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Schley	10/31/2024	0	61.69
5660-50-5663-65310	ALLIANT ENERGY	Sept Gas - Bond	10/31/2024	0	38.05
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Progress	10/31/2024	0	37.83
5660-50-5663-65310	ALLIANT ENERGY	Sept Gas - Love's	10/31/2024	0	51.65
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Stewart	10/31/2024	0	76.50
Vendor Subtotal:					265.72
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Canon	10/31/2024	0	159.53
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Slough	10/31/2024	0	89.74
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Sunset	10/31/2024	0	69.44
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Sampson	10/31/2024	0	101.13
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Hershey	10/31/2024	0	57.54
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Hershey B.U.	10/31/2024	0	24.82
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Bond	10/31/2024	0	206.80
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Schley	10/31/2024	0	138.74
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Magnolia	10/31/2024	0	27.10
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Mad Creek	10/31/2024	0	1,541.06
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Papoose	10/31/2024	0	2,847.84
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Isett	10/31/2024	0	1,945.42
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Miles	10/31/2024	0	221.87
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - 57th	10/31/2024	0	79.87
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Progress	10/31/2024	0	262.73
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Tipton	10/31/2024	0	228.33
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Love's	10/31/2024	0	243.12

Vendor Subtotal:					8,245.08
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Sampson	10/31/2024	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Hershey	10/31/2024	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Bond	10/31/2024	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Schley	10/31/2024	0	26.51
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Mad Creek	10/31/2024	0	117.70
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Papoose	10/31/2024	0	110.80
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Isett	10/31/2024	0	141.25
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Miles	10/31/2024	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - 57th	10/31/2024	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Progress	10/31/2024	0	27.41
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Tipton	10/31/2024	0	23.00
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Love's	10/31/2024	0	35.39
Vendor Subtotal:					592.71
5660-50-5663-67130	MARK A DIERCKS	Repair - Adjust Exit Device	10/31/2024	0	40.00
Vendor Subtotal:					40.00
5660-50-5663-67130	DOORS INC	Pushbar Assembly for Miles Wetwell	10/31/2024	0	3,167.00 00028285
Vendor Subtotal:					3,167.00
5660-50-5663-67130	DAVENPORT ELECTRIC CONTRAC	Service for Papoose VFD #1	10/31/2024	0	500.00 00028625
5660-50-5663-67130	DAVENPORT ELECTRIC CONTRAC	Service for Papoose VFD #1	10/31/2024	0	372.00
Vendor Subtotal:					872.00
5660-50-5665-51100	AMAZON.COM	Notebooks	10/31/2024	0	96.38
Vendor Subtotal:					96.38
5660-50-5665-51300	AMAZON.COM	Toner	10/31/2024	0	35.89
Vendor Subtotal:					35.89
5660-50-5665-52210	AIRGAS USA LLC	Argon	10/31/2024	0	434.89 00028953

			Vendor Subtotal:		434.89
5660-50-5665-52210	GFS CHEMICALS INC.	76702 Deionized Water	10/31/2024	0	441.80 00028912
			Vendor Subtotal:		441.80
5660-50-5665-52210	IDEXX DISTRIBUTION INC	Lab Supplies	10/31/2024	0	239.81 00029032
5660-50-5665-52210	IDEXX DISTRIBUTION INC	Shipping	10/31/2024	0	33.26
			Vendor Subtotal:		273.07
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Triode 3-1 Probe	10/31/2024	0	965.14
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Phenylarsine Oxide Titrant	10/31/2024	0	133.19 00028693
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	100 mL Sulfide Standard	10/31/2024	0	59.31 00028693
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	10/31/2024	0	961.80 00029031
			Vendor Subtotal:		2,119.44
5660-50-5665-52210	AQUA SOLUTIONS, INC	UV Oxidizer Lamp	10/31/2024	0	175.00 00028904
5660-50-5665-52210	AQUA SOLUTIONS, INC	RO Replacement Cartridge	10/31/2024	0	630.00 00028904
5660-50-5665-52210	AQUA SOLUTIONS, INC	RO Replacement Cartridge	10/31/2024	0	8.00
5660-50-5665-52210	AQUA SOLUTIONS, INC	Freight	10/31/2024	0	25.45
5660-50-5665-52210	AQUA SOLUTIONS, INC	Resin Refill for 2635DI Module	10/31/2024	0	380.00 00028852
5660-50-5665-52210	AQUA SOLUTIONS, INC	Freight	10/31/2024	0	45.70
			Vendor Subtotal:		1,264.15
5660-50-5665-52210	UNITED STATES PLASTIC CORPOR.	Tubing	10/31/2024	0	57.99
			Vendor Subtotal:		57.99
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	10/31/2024	0	28.40
			Vendor Subtotal:		28.40
5660-50-5665-67320	HACH COMPANY	BSMP-DR500 DR5000 Service Contract	10/31/2024	0	1,822.00 00028755
			Vendor Subtotal:		1,822.00

5660-50-5665-67320	NBS CALIBRATIONS	Calibration	10/31/2024	0	705.00 00028946
		Vendor Subtotal:			705.00
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	10/31/2024	0	17.06
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	10/31/2024	0	21.24
		Vendor Subtotal:			38.30
5660-50-5665-69200	MICROBAC LABORATORIES INC	Cooler Return	10/31/2024	0	9.00 00029137
		Vendor Subtotal:			9.00
5660-50-5666-52750	ARNOLD MOTOR SUPPLY	DEF	10/31/2024	0	84.95
		Vendor Subtotal:			84.95
5660-50-5666-52750	MENARDS (MUSC)	DEF	10/31/2024	0	23.97
		Vendor Subtotal:			23.97
5660-50-5666-52830	MENARDS (MUSC)	Tools	10/31/2024	0	21.48 00029138
		Vendor Subtotal:			21.48
5660-50-5666-53120	ARNOLD MOTOR SUPPLY	Ignition Switch w/Lock Cylinder	10/31/2024	0	31.39
		Vendor Subtotal:			31.39
5660-50-5666-53120	AMAZON.COM	Lagoon LED Parking Lot Light	10/31/2024	0	185.89 00029080
		Vendor Subtotal:			185.89
5660-50-5666-53210	MENARDS (MUSC)	Hardware, Straps,Tape	10/31/2024	0	169.13 00029138
		Vendor Subtotal:			169.13

5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Ignition Switch w/Lock Cylinder	10/31/2024	0	31.39
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Fuses	10/31/2024	0	67.71
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Hydraulic Lines for Hose Humper	10/31/2024	0	145.87 00028947
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Wheel Stud/Wheel Nut	10/31/2024	0	55.00
Vendor Subtotal:					299.97
5660-50-5666-53220	MENARDS (MUSC)	Jump Starter	10/31/2024	0	265.70 00028998
5660-50-5666-53220	MENARDS (MUSC)	Gloves	10/31/2024	0	65.05
5660-50-5666-53220	MENARDS (MUSC)	Spot/Fog Light	10/31/2024	0	99.99
Vendor Subtotal:					430.74
5660-50-5666-53220	STUTSMAN INC	Dietrich Injector and O-Rings	10/31/2024	0	1,511.21 00029082
Vendor Subtotal:					1,511.21
5660-50-5666-62510	MICROBAC LABORATORIES INC	Testing	10/31/2024	0	276.00 00029137
Vendor Subtotal:					276.00
5660-50-5666-67130	SINCLAIR	Dredge Repairs	10/31/2024	0	693.82 00029118
Vendor Subtotal:					693.82
5660-50-5666-69900	CANADIAN PACIFIC RAILWAY	Easement	10/31/2024	0	60.00
Vendor Subtotal:					60.00
5660-50-5668-52750	BLUE FLAME PROPANE LLC	Propane	10/31/2024	0	252.75 00029009
Vendor Subtotal:					252.75
5660-50-5668-52890	AMAZON.COM	Hose/Hose Nozzle	10/31/2024	0	82.56
Vendor Subtotal:					82.56
Subtotal for FUND: 5660					97,046.50

5664-40-5664-52830	MENARDS (MUSC)	Closet Rod	10/31/2024	0	9.99
		Vendor Subtotal:			9.99
5664-40-5664-52890	MENARDS (MUSC)	Drill Bit/Hex Nut	10/24/2024	0	25.62
		Vendor Subtotal:			25.62
5664-40-5664-53110	MENARDS (MUSC)	Lumber	10/31/2024	0	22.68
		Vendor Subtotal:			22.68
5664-40-5664-53330	MENARDS (MUSC)	Concrete Mix	10/24/2024	0	9.56
		Vendor Subtotal:			9.56
5664-40-5664-65240	IOWA ONE CALLS	September One Calls	10/24/2024	0	850.00
		Vendor Subtotal:			850.00
5664-40-5664-68200	MUSCATINE POWER & WATER	QTRLY Magic	10/31/2024	0	8,748.32
		Vendor Subtotal:			8,748.32
		Subtotal for FUND: 5664			9,666.17
5711-10-5711-52710	CARVER AERO INC	Fuel	10/24/2024	0	31.96
5711-10-5711-52710	CARVER AERO INC	Fuel for Mowers	10/31/2024	0	17.17
		Vendor Subtotal:			49.13
5711-10-5711-61650	CARVER AERO INC	November 2024	11/05/2024	0	3,875.00
		Vendor Subtotal:			3,875.00
5711-10-5711-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	10/24/2024	0	90.00

		Vendor Subtotal:			90.00
5711-10-5711-65310	ALLIANT ENERGY	October Gas - Airport	10/31/2024	0	41.42
		Vendor Subtotal:			41.42
5711-10-5711-65320	MUSCATINE POWER & WATER	September Electric - Airport Runway	10/24/2024	0	41.70
5711-10-5711-65320	MUSCATINE POWER & WATER	September Electric - Airport Gate	10/24/2024	0	42.43
5711-10-5711-65320	MUSCATINE POWER & WATER	September Electric - Airport Comm	10/24/2024	0	47.60
5711-10-5711-65320	MUSCATINE POWER & WATER	September Electric - Airport Lights	10/24/2024	0	34.32
5711-10-5711-65320	MUSCATINE POWER & WATER	September Electric - Airport Comm	10/24/2024	0	29.00
		Vendor Subtotal:			195.05
		Subtotal for FUND: 5711			4,250.60
5811-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00002.10.2024 State Income Tax	10/25/2024	0	7.04
		Vendor Subtotal:			7.04
5811-20-5811-35160	LINDA ALLEN	Refund Ambulance Run DOS 6/6/22	10/31/2024	0	15.00
		Vendor Subtotal:			15.00
5811-20-5811-35160	AMBETTER HEALTHCARE	Reimb Ambulance Payment CK#0918662	10/31/2024	0	370.34
		Vendor Subtotal:			370.34
5811-20-5811-35160	DENNIS STALEY	Reimb Ambulance DOS 12/24/22	10/31/2024	0	124.97
		Vendor Subtotal:			124.97
5811-20-5811-35160	STEVEN RAGAN	Refund Ambulance Run 8/27/23	10/31/2024	0	1,386.00
		Vendor Subtotal:			1,386.00
5811-20-5811-35160	CIGNA MEDICARE SUPPLEMENT	Reimb Ambulance CK# 1323296394 K C	10/31/2024	0	3.70

Vendor Subtotal:					3.70
5811-20-5811-52840	BOUND TREE MEDICAL LLC	Credit	10/31/2024	0	-178.25
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1633-30303 Omnifix Luer Lock Tip Syr	10/31/2024	0	8.00 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-29604 MidKnight Nitrile Exam Gl	10/31/2024	0	81.30 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evident	10/31/2024	0	30.23 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-29603 MidKnight Nitrile Exam Gl	10/31/2024	0	81.30 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1714-31081 Curaplex IV Extension Set	10/31/2024	0	71.00 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-29601 MidKnight Nitrile Exam Gl	10/31/2024	0	48.78 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex IV Admin Set 15	10/31/2024	0	79.75 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1633-20720 Omnifix Luer Lock Tip Sy	10/31/2024	0	3.90 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1880-13022 Combat Application Tourni	10/31/2024	0	142.45 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-29602 MidKnight Nitrile Exam Gl	10/31/2024	0	81.30 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#L980010 Stifneck Select Extrication Col	10/31/2024	0	159.50 00028951
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#20132 FW 59T EZ-GLIDE REAR LIFT	10/31/2024	0	223.48 00028888
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2615-16015 Reusable NIBP Blood Press	10/31/2024	0	109.98 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1031-12100 Face Shield	10/31/2024	0	17.90 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#NARZZ-0056 ARS Needle Decompressi	10/31/2024	0	27.78 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1022-48023 Starlite Squared Safety Gla	10/31/2024	0	21.29 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1061-17517 PDI Super Sani-Cloth Alco	10/31/2024	0	82.56 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#56001 EVAC-U-SPLINT Carry Case	10/31/2024	0	69.99 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30-26419BX Regular Bevel Hypodermic	10/31/2024	0	7.89 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#444006 Foil Baby Bunting Sterile	10/31/2024	0	19.17 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evident	10/31/2024	0	60.46 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#759-15438 Curaplex Side Release Buckl	10/31/2024	0	23.79 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2430-41003 NIV Full Face Mask Non-V	10/31/2024	0	1,729.99 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#660782 Standard Gait Belt with Quick-F	10/31/2024	0	45.87 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2212-11200 Curaplex Disposable Hydro	10/31/2024	0	45.30 00029043
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2850-40304 Hardboard Clipboard 1.25i	10/31/2024	0	19.95 00028062
Vendor Subtotal:					3,114.66
5811-20-5811-52840	AMAZON.COM	Dog Safety Belt	10/31/2024	0	8.19
Vendor Subtotal:					8.19
5811-20-5811-52840	UNITYPOINT HEALTH	Ambulance ReStock - September	10/31/2024	0	460.56
Vendor Subtotal:					460.56

5811-20-5811-52840	TELEFLEX LLC	EZ-IO Power Driver Item #9058	10/31/2024	0	299.00 00028766
5811-20-5811-52840	TELEFLEX LLC	Freight	10/31/2024	0	29.50
5811-20-5811-52840	TELEFLEX LLC	EZ Power Driver	10/31/2024	0	308.50
5811-20-5811-52840	TELEFLEX LLC	EZ-IO 25MM Needle Set + Stabilizer (ca	10/31/2024	0	1,330.00 00028845
Vendor Subtotal:					1,967.00
5811-20-5811-52840	3B MEDICAL	#PRT-00950-001 Adult Active + Cuff (10	10/31/2024	0	334.41 00029081
Vendor Subtotal:					334.41
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Spin-On/Filter	10/31/2024	0	48.15
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Filter	10/31/2024	0	48.28
Vendor Subtotal:					96.43
5811-20-5811-61140	PCC INC	July Billing	10/31/2024	0	8,162.48
5811-20-5811-61140	PCC INC	August Billing	10/31/2024	0	7,719.72
Vendor Subtotal:					15,882.20
5811-20-5811-61220	LAW OFFICES OF HOPKINS & HUBBARD	Sept Legal - Davis	10/24/2024	0	2,137.50
Vendor Subtotal:					2,137.50
5811-20-5811-61550	GENESIS HEALTH SYSTEM-OCC HLMRO Services - A McKim		10/24/2024	0	40.00
5811-20-5811-61550	GENESIS HEALTH SYSTEM-OCC HLMRO Services - K Roylance		10/24/2024	0	40.00
5811-20-5811-61550	GENESIS HEALTH SYSTEM-OCC HLMRO Services - D Rudolph		10/24/2024	0	40.00
Vendor Subtotal:					120.00
5811-20-5811-62290	STERICYCLE INC	Shredding	10/31/2024	0	37.23
Vendor Subtotal:					37.23
5811-20-5811-65240	MUSCATINE POWER & WATER	September Internet - S End Fire	10/31/2024	0	255.00
Vendor Subtotal:					255.00

5811-20-5811-67130	COURTESY FORD	Emergency Repairs to Ambulance #354 -	10/31/2024	0	4,892.77 00028699
		Vendor Subtotal:			4,892.77
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	10/31/2024	0	42.00
		Vendor Subtotal:			42.00
5811-20-5811-67320	STRYKER SALES CORPORATION	Defib Platform	10/31/2024	0	871.20
		Vendor Subtotal:			871.20
		Subtotal for FUND: 5811			32,126.20
7625-40-7625-52400	MENARDS (MUSC)	Goop Cleaner/Batteries	10/31/2024	0	60.46
		Vendor Subtotal:			60.46
7625-40-7625-52720	HARMS OIL COMPANY	Gas for Tank 2	10/24/2024	0	19,320.55 00028933
		Vendor Subtotal:			19,320.55
7625-40-7625-52740	ARNOLD MOTOR SUPPLY	Gear Lube for Stock	10/31/2024	0	255.76 00029106
		Vendor Subtotal:			255.76
7625-40-7625-52830	AMAZON.COM	Angle Grinder	10/24/2024	0	88.82
		Vendor Subtotal:			88.82
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Bulb	10/31/2024	0	8.51
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filter	10/31/2024	0	31.15
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filter	10/31/2024	0	32.70
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Oil Dri	11/05/2024	0	60.70
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Nuts	10/31/2024	0	4.51
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Blades for Stock	10/24/2024	0	142.04 00028988
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	R1234 Refrigerant	10/24/2024	0	530.05 00028955

Vendor Subtotal:					809.66
7625-40-7625-53210	CERTIFIED LABORATORIES	Grease for Stock	10/31/2024	0	499.95 00028995
7625-40-7625-53210	CERTIFIED LABORATORIES	Fuel Surcharge	10/31/2024	0	9.95
Vendor Subtotal:					509.90
7625-40-7625-53210	LAWSON PRODUCTS INC	Hardware for Stock	10/24/2024	0	287.20 00028987
Vendor Subtotal:					287.20
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	10/24/2024	0	10.79
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	10/24/2024	0	17.98
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	10/31/2024	0	17.98
7625-40-7625-53210	NAPA OF MUSCATINE	Headlight	10/31/2024	0	9.93
Vendor Subtotal:					56.68
7625-40-7625-53210	AMAZON.COM	Light Assembly	10/31/2024	0	19.22
Vendor Subtotal:					19.22
7625-40-7625-53210	CARQUEST OF MUSCATINE	Air Filter	10/24/2024	0	41.68
7625-40-7625-53210	CARQUEST OF MUSCATINE	Brake Clean	10/24/2024	0	99.76
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters/Wipers	10/24/2024	0	80.26
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters/Wipers	10/31/2024	0	43.50
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters for Stock	10/31/2024	0	232.96 00029117
Vendor Subtotal:					498.16
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hoses for 437	10/31/2024	0	152.28 00029123
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Stoplight Switch	10/31/2024	0	20.66
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Volt Sensor	10/31/2024	0	20.42
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hoses for 638	11/05/2024	0	130.78 00029150
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Gasket Kit	10/31/2024	0	47.74
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Filters	10/31/2024	0	72.25
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oxygen	10/31/2024	0	60.95
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Filter/Oil	10/24/2024	0	19.02
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Sealant	10/24/2024	0	54.99

7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Door Striker Bolt	10/24/2024	0	16.48
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Gear Lubricant	10/24/2024	0	25.56
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Door Seal	10/24/2024	0	79.99
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Couplers	10/24/2024	0	18.58
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filter	10/24/2024	0	77.80
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filter	10/24/2024	0	58.00
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Dryer Cartridge	10/24/2024	0	29.89
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filters for 418	10/24/2024	0	148.40 00028899
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	WSN Acetylene	10/24/2024	0	149.95 00028653
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	WSN Acetylene	10/24/2024	0	10.69
Vendor Subtotal:					1,194.43
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Parts to Rebuild Arm	10/24/2024	0	3,480.16 00028866
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Guards for 439 Arm Chain	10/31/2024	0	827.45 00028962
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Guards for 439 Arm Chain	10/31/2024	0	107.89
Vendor Subtotal:					4,415.50
7625-40-7625-53220	HOGLUND BUS CO. INC.	Compressor, Valve, Dryer for 260	10/31/2024	0	599.69 00029088
7625-40-7625-53220	HOGLUND BUS CO. INC.	Freight	10/31/2024	0	62.45
7625-40-7625-53220	HOGLUND BUS CO. INC.	Seat Belt for 260	10/31/2024	0	328.10 00029102
7625-40-7625-53220	HOGLUND BUS CO. INC.	Freight	10/31/2024	0	29.69
Vendor Subtotal:					1,019.93
7625-40-7625-53220	MENARDS (MUSC)	Primer	10/31/2024	0	25.44
7625-40-7625-53220	MENARDS (MUSC)	Red RTV	10/24/2024	0	5.99
7625-40-7625-53220	MENARDS (MUSC)	Quick Link	10/31/2024	0	8.95
Vendor Subtotal:					40.38
7625-40-7625-53220	MIDWEST WHEEL CO	Wheels for 76	10/24/2024	0	872.00 00028920
7625-40-7625-53220	MIDWEST WHEEL CO	Wheels for 76	10/24/2024	0	1.10
7625-40-7625-53220	MIDWEST WHEEL CO	Wheels for 439	10/24/2024	0	396.00 00029037
Vendor Subtotal:					1,269.10
7625-40-7625-53220	MOTION INDUSTRIES INC	Seals for 439	10/24/2024	0	295.22 00029039
7625-40-7625-53220	MOTION INDUSTRIES INC	Seals for 439	10/24/2024	0	10.29

Vendor Subtotal:					305.51
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	10/24/2024	0	75.59
7625-40-7625-53220	NAPA OF MUSCATINE	Fuel Cap	10/24/2024	0	20.69
7625-40-7625-53220	NAPA OF MUSCATINE	Cab Filter for 149	10/24/2024	0	106.39 00029054
7625-40-7625-53220	NAPA OF MUSCATINE	Front Brakes and Seal for 644	10/31/2024	0	345.94 00029101
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	11/05/2024	0	27.19
Vendor Subtotal:					575.80
7625-40-7625-53220	GTG PETERBILT - DAVENPORT	Hub/Nuts/Gaskets/Seals for 439	10/24/2024	0	642.30 00028942
7625-40-7625-53220	GTG PETERBILT - DAVENPORT	Nut Flange	10/24/2024	0	61.10
Vendor Subtotal:					703.40
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	DEF for TS	10/24/2024	0	311.30 00028922
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	DEF for TS	10/24/2024	0	150.00
Vendor Subtotal:					461.30
7625-40-7625-53220	SADLER POWER TRAIN INC	Brake Shoes for 440	10/31/2024	0	740.00 00029115
Vendor Subtotal:					740.00
7625-40-7625-53220	THOMAS BUS SALES OF IOWA INC	Seat Belt/Bumpers	10/31/2024	0	119.92
Vendor Subtotal:					119.92
7625-40-7625-53220	TITAN MACHINERY INC	Tilt Steering Cylinder	10/31/2024	0	235.40 00028889
7625-40-7625-53220	TITAN MACHINERY INC	Freight	10/31/2024	0	65.18
Vendor Subtotal:					300.58
7625-40-7625-53220	TRUCK COUNTRY OF IOWA	Fuel Tank	10/24/2024	0	58.33
Vendor Subtotal:					58.33
7625-40-7625-53220	TRUCKS UNLIMITED INC	Hub Cap	10/24/2024	0	19.33

7625-40-7625-53220	TRUCKS UNLIMITED INC	Stroke Chamber	10/24/2024	0	69.99
		Vendor Subtotal:			89.32
7625-40-7625-53220	SINCLAIR	Bucket Teeth for 66	10/31/2024	0	1,047.00 00029060
		Vendor Subtotal:			1,047.00
7625-40-7625-53220	AMAZON.COM	Seal	10/24/2024	0	70.84
		Vendor Subtotal:			70.84
7625-40-7625-53220	RDO TRUCK CENTERS	Mud Flaps	10/24/2024	0	72.88
7625-40-7625-53220	RDO TRUCK CENTERS	Brake Drums for 440	10/31/2024	0	616.64 00028932
7625-40-7625-53220	RDO TRUCK CENTERS	Bracket	10/24/2024	0	62.28
		Vendor Subtotal:			751.80
7625-40-7625-53220	CARQUEST OF MUSCATINE	Battery for 260	10/31/2024	0	213.28 00029089
7625-40-7625-53220	CARQUEST OF MUSCATINE	Return	10/31/2024	0	-9.87
		Vendor Subtotal:			203.41
7625-40-7625-62530	SAFETY-KLEEN, INC	Cleaner Service	10/31/2024	0	484.36
		Vendor Subtotal:			484.36
7625-40-7625-67130	ARNOLD MOTOR SUPPLY	Rebuild Brg Housing on 253	10/24/2024	0	112.88 00028954
		Vendor Subtotal:			112.88
7625-40-7625-67130	JIM HAWK TRUCK TRAILERS INC	Replace Floor in RC14	10/24/2024	0	32,226.25 00028571
		Vendor Subtotal:			32,226.25
7625-40-7625-67130	SELL'S USED PARTS & TOWING	Transmission in 254	10/31/2024	0	6,072.50 00029087
		Vendor Subtotal:			6,072.50

7625-40-7625-67130	TRUCK AND AUTO REPAIR	September Inspections	10/31/2024	0	281.00 00028980
		Vendor Subtotal:			281.00
7625-40-7625-67130	RDO TRUCK CENTERS	Repairs to 437 DEF Not Working Properl	10/24/2024	0	4,814.36 00028941
		Vendor Subtotal:			4,814.36
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for RC14 and RC15	10/31/2024	0	171.40 00029075
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repair 439,257	10/31/2024	0	392.08 00029090
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 736	10/31/2024	0	396.72 00029096
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for Stock	10/31/2024	0	820.00 00029108
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 404	10/31/2024	0	111.77 00029055
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Police Car Tires for Stock	10/24/2024	0	719.34 00028921
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 404	10/24/2024	0	118.00 00028956
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Mount Tires on 440	10/24/2024	0	254.00 00028977
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 440	10/24/2024	0	350.00 00028957
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for 440	10/24/2024	0	57.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 400	10/31/2024	0	117.00 00029019
		Vendor Subtotal:			3,507.31
7625-40-7625-67140	EASTERN IOWA TIRE INC	2 Front Studded Tires for 76	10/31/2024	0	1,056.00 00028945
		Vendor Subtotal:			1,056.00
		Subtotal for FUND: 7625			83,827.62
7635-00-7635-51100	QUILL CORPORATION	Papermate Flexgrip Blue Medium Pens	10/24/2024	0	14.00 00028864
7635-00-7635-51100	QUILL CORPORATION	#30001 Sharpie Permanent Marker Black	10/24/2024	0	25.92 00028864
7635-00-7635-51100	QUILL CORPORATION	#6137406 Paper Mate Correction Tape	10/24/2024	0	72.00 00028864
7635-00-7635-51100	QUILL CORPORATION	5 x 8 Legal Pads	10/24/2024	0	13.80 00028864
7635-00-7635-51100	QUILL CORPORATION	8 1/2 x 11 Legal Pads	10/24/2024	0	42.00 00028864
7635-00-7635-51100	QUILL CORPORATION	Papermate Flexgrip Black Pens	10/24/2024	0	35.00 00028864
7635-00-7635-51100	QUILL CORPORATION	#5160 Avery White Address Labels	10/24/2024	0	23.42 00028864
7635-00-7635-51100	QUILL CORPORATION	3 x 3 Post-its #65414AN	10/24/2024	0	96.00 00028864
7635-00-7635-51100	QUILL CORPORATION	#r5110 Data Products Typewriter Ribbon	10/24/2024	0	16.00 00028864
7635-00-7635-51100	QUILL CORPORATION	#765002PK Invisible Tape	10/24/2024	0	50.95 00028864

			Vendor Subtotal:		389.09
7635-00-7635-51100	STAPLES ADVANTAGE	Clips/Post-Its/Staples	10/24/2024	0	85.87
			Vendor Subtotal:		85.87
			Subtotal for FUND: 7635		474.96
7650-00-7650-69900	IOWA INDIVIDUAL HEALTH BENEFIT 2019 Assessment		10/24/2024	0	3,936.00
			Vendor Subtotal:		3,936.00
			Subtotal for FUND: 7650		3,936.00
7921-00-7921-46400	IMWCA	Work Comp Installment #5	11/05/2024	0	9,284.00
			Vendor Subtotal:		9,284.00
7921-00-7921-69900	AMAZON.COM	Candy for Trunk or Treat	10/24/2024	0	275.92
			Vendor Subtotal:		275.92
			Subtotal for FUND: 7921		9,559.92
7940-00-7940-61220	LAW OFFICES OF HOPKINS & HUBBARD	September Legal - General	10/31/2024	0	405.00
			Vendor Subtotal:		405.00
7940-00-7940-65210	MUSCATINE POWER & WATER	October Base PRI	10/31/2024	0	71.86
			Vendor Subtotal:		71.86
7940-00-7940-65240	MUSCATINE POWER & WATER	September/October Machlink	10/31/2024	0	123.98
			Vendor Subtotal:		123.98

Subtotal for FUND: 7940					600.84
8142-10-8142-61660	BI-STATE REGIONAL COMMISSION	CDBG-CNRG Services 7/1/24 - 9/30/24	10/31/2024	0	7,284.35
Vendor Subtotal:					7,284.35
Subtotal for FUND: 8142					7,284.35
8144-10-8144-61660	BI-STATE REGIONAL COMMISSION	CDBG-DTR Services 7/1/24 - 9/30/24	10/31/2024	0	3,921.26
Vendor Subtotal:					3,921.26
Subtotal for FUND: 8144					3,921.26
8148-10-8148-51100	AMAZON.COM	Clipboard/Mouse Pad	10/31/2024	0	29.44
Vendor Subtotal:					29.44
8148-10-8148-51300	AMAZON.COM	Toner	10/31/2024	0	168.99 00029069
Vendor Subtotal:					168.99
8148-10-8148-61660	ENVIRONMENTAL HAZARDS SERV	Testing Supplies	10/31/2024	0	78.00
Vendor Subtotal:					78.00
8148-10-8148-62370	LUPTON & TOYNE PRINTERS	Business Cards - S Helm	10/31/2024	0	30.00
Vendor Subtotal:					30.00
8148-10-8148-62370	SYCAMORE PRINTING INC	Print Mailers	10/31/2024	0	252.00 00028536
8148-10-8148-62370	SYCAMORE PRINTING INC	Print Mailers	10/31/2024	0	131.52
Vendor Subtotal:					383.52
8148-10-8148-63200	COMMUNITY FOUNDATION	Office Space Rental 9/16/24 - 10/15/24	10/31/2024	0	400.00

		Vendor Subtotal:			400.00
8148-10-8148-65260	VERIZON WIRELESS	October Cell Phones	10/31/2024	0	80.02
		Vendor Subtotal:			80.02
		Subtotal for FUND: 8148			1,169.97
8180-90-8180-61660	PHILIP PALMER	Inspection 423 Greenwood: \$325 Residen	10/31/2024	0	450.00 00029033
		Vendor Subtotal:			450.00
		Subtotal for FUND: 8180			450.00
8370-00-8370-61660	RDG Planning & Design	Comprehensive Plan	10/31/2024	0	6,800.00
		Vendor Subtotal:			6,800.00
		Subtotal for FUND: 8370			6,800.00
8400-05-8400-74100	FELD FIRE	Super Auto Eject for Tahoe #333 Buildou	10/31/2024	0	446.40 00028813
8400-05-8400-74100	FELD FIRE	Freight	10/31/2024	0	36.00
		Vendor Subtotal:			482.40
		Subtotal for FUND: 8400			482.40
8450-05-8450-74250	DELL MARKETING L.P.	OptiPlex Micro Plus	10/24/2024	0	1,467.62 00028917
		Vendor Subtotal:			1,467.62
		Subtotal for FUND: 8450			1,467.62
8701-01-8701-69300	LOVE'S TRAVEL STOPS & COUNTR'TIF	Rebate FY25	11/05/2024	0	66,496.52

			Vendor Subtotal:		66,496.52
8701-01-8701-69300	MUSCO SPORTS LIGHTING LLC	TIF Rebate FY25 Pmt #1	11/05/2024	0	27,833.47
			Vendor Subtotal:		27,833.47
8701-01-8701-69300	WAL-VIEW DEVELOPMENTS LIMIT	TIF Rebate FY 25 Pmt #1 Project 1	11/05/2024	0	156,034.61
8701-01-8701-69300	WAL-VIEW DEVELOPMENTS LIMIT	TIF Rebate FY 25 Pmt #1 Project 2	11/05/2024	0	85,362.11
			Vendor Subtotal:		241,396.72
8701-01-8701-69300	GRANDVIEW SENIOR LOFTS LLC	TIF Rebate FY 25 Pmt #1	11/05/2024	0	15,904.64
			Vendor Subtotal:		15,904.64
			Subtotal for FUND: 8701		351,631.35
8706-01-8706-69300	HARRISON LOFTS, LLC	TIF Rebate FY 25 Pmt #1	11/05/2024	0	17,337.81
			Vendor Subtotal:		17,337.81
			Subtotal for FUND: 8706		17,337.81
8707-01-8707-69300	FRIDLEY PROPERTIES, LLC R.L. FRIDLEY	TIF Rebate FY 25 Pmt #1 - Outlot #1	11/05/2024	0	5,586.72
8707-01-8707-69300	FRIDLEY PROPERTIES, LLC R.L. FRIDLEY	TIF Rebate FY 25 Pmt #1 - Theater	11/05/2024	0	27,374.87
			Vendor Subtotal:		32,961.59
			Subtotal for FUND: 8707		32,961.59
8711-01-8711-69300	Riverview Hotel Development	TIF Rebate FY 25 Pmt #1	11/05/2024	0	183,897.00
			Vendor Subtotal:		183,897.00
			Subtotal for FUND: 8711		183,897.00

8712-01-8712-69300	HNI CORPORATION	TIF Rebate FY 25 Pmt #1	11/05/2024	0	51,433.55
		Vendor Subtotal:			51,433.55
		Subtotal for FUND: 8712			51,433.55
8713-01-8713-69300	WHITE DISTRIBUTING & SUPPLY, L	TIF Rebate FY 25 Pmt #1	11/05/2024	0	36,028.06
		Vendor Subtotal:			36,028.06
		Subtotal for FUND: 8713			36,028.06
8714-01-8714-69300	NPSW ENTERPRISES, LLC	TIF Rebate FY 25 Pmt #1 - Arbor Comm	11/05/2024	0	11,007.45
		Vendor Subtotal:			11,007.45
		Subtotal for FUND: 8714			11,007.45
8716-01-8716-69300	JNB OAK PARK L.P.	TIF Rebate FY25 Pmt #1	11/05/2024	0	12,744.82
		Vendor Subtotal:			12,744.82
		Subtotal for FUND: 8716			12,744.82
8717-01-8717-69300	JNB FAMILY 1, LP	TIF Rebate FY 25 Pmt #1 - Steamboat Ar	11/05/2024	0	12,807.02
		Vendor Subtotal:			12,807.02
		Subtotal for FUND: 8717			12,807.02
8718-01-8718-69300	COLORADO SENIOR LOFTS LLC	TIF Rebate FY 25 Pmt #1	11/05/2024	0	17,411.02
		Vendor Subtotal:			17,411.02
		Subtotal for FUND: 8718			17,411.02

9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 10/25/24	10/31/2024	0	2,533.10
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 10/25/24	10/31/2024	0	123.80
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 10/25/24	10/31/2024	0	4.23
		Vendor Subtotal:			2,661.13
9002-90-9020-41500	JODI ROYAL-GOODWIN	Reimb Mileage/Meal 10/24/24	10/31/2024	0	35.68
		Vendor Subtotal:			35.68
9002-90-9020-41901	CITY OF MUSCATINE HOUSING RE'	Office Supplies	10/31/2024	0	8.86
		Vendor Subtotal:			8.86
9002-90-9020-41901	AMAZON.COM	Mouse Pads	10/31/2024	0	5.67
		Vendor Subtotal:			5.67
9002-90-9020-41903	AMAZON.COM	USB C Hub	10/31/2024	0	9.98
		Vendor Subtotal:			9.98
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	Mobile Phone Allowance 10/25/24	10/31/2024	0	4.50
		Vendor Subtotal:			4.50
9002-90-9020-41904	MUSCATINE POWER & WATER	September Phone- Clark House	10/31/2024	0	87.55
		Vendor Subtotal:			87.55
9002-90-9020-41904	US CELLULAR	October Phones	10/31/2024	0	71.32
		Vendor Subtotal:			71.32
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE'	Stamps	10/31/2024	0	63.00
		Vendor Subtotal:			63.00

9002-90-9020-41908	HAPPY SOFTWARE INC	Happy Renewal	10/31/2024	0	5,185.00
		Vendor Subtotal:			5,185.00
9002-90-9020-41910	TEMP ASSOCIATES	Temp Employee Week Ending 10/13/24	10/31/2024	0	1,021.02
9002-90-9020-41910	TEMP ASSOCIATES	Temp Employee Week Ending 10/20/24	10/31/2024	0	1,060.80
		Vendor Subtotal:			2,081.82
9002-90-9020-41914	MUSCATINE POWER & WATER	September Internet - Clark House	10/31/2024	0	82.97
		Vendor Subtotal:			82.97
9002-90-9020-43100	MUSCATINE POWER & WATER	September Water - Clark House	10/31/2024	0	377.06
		Vendor Subtotal:			377.06
9002-90-9020-43200	MUSCATINE POWER & WATER	September Electric - Clark House	10/31/2024	0	5,207.23
		Vendor Subtotal:			5,207.23
9002-90-9020-43900	MUSCATINE POWER & WATER	September Sewer - Clark House	10/31/2024	0	1,150.12
		Vendor Subtotal:			1,150.12
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 10/25/24	10/31/2024	0	2,971.36
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 10/25/24	10/31/2024	0	1,508.22
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 10/25/24	10/31/2024	0	11.05
		Vendor Subtotal:			4,490.63
9002-90-9020-44201	MENARDS (MUSC)	Water	10/31/2024	0	27.84
		Vendor Subtotal:			27.84
9002-90-9020-44201	AMAZON.COM	Air Fresheners	10/31/2024	0	85.46
9002-90-9020-44201	AMAZON.COM	Gloves	10/31/2024	0	35.45

Vendor Subtotal:					120.91
9002-90-9020-44204	MENARDS (MUSC)	Panel/Wire/Cross Tee	10/31/2024	0	74.19
Vendor Subtotal:					74.19
9002-90-9020-44205	MENARDS (MUSC)	Switches	10/31/2024	0	11.89
Vendor Subtotal:					11.89
9002-90-9020-44205	VAN METER INDUSTRIAL INC	CH Light Bulb Stock: 479634 PHIL F32I	10/31/2024	0	82.17 00028383
9002-90-9020-44205	VAN METER INDUSTRIAL INC	CH Light Bulb Stock: 280958 PHIL F17I	10/31/2024	0	172.80 00028383
Vendor Subtotal:					254.97
9002-90-9020-44206	MENARDS (MUSC)	Toilet Seal	10/31/2024	0	18.99
Vendor Subtotal:					18.99
9002-90-9020-44206	PLUMB SUPPLY COMPANY	CH Kitchen Faucet Stock: Delta 2100LF	10/31/2024	0	379.30 00028907
Vendor Subtotal:					379.30
9002-90-9020-44218	PDQ SUPPLY INC	Credit on Account	10/31/2024	0	-96.75
9002-90-9020-44218	PDQ SUPPLY INC	Stove Handle	10/31/2024	0	42.10
Vendor Subtotal:					-54.65
9002-90-9020-44218	AMAZON.COM	CH 4th Floor Washer Timer Part # W105	10/31/2024	0	145.82 00028781
9002-90-9020-44218	AMAZON.COM	CH Freezer Bar Clips Part #WP2156003	10/31/2024	0	27.24 00028781
9002-90-9020-44218	AMAZON.COM	CH Freezer Bar Part #2266727	10/31/2024	0	50.69 00028781
Vendor Subtotal:					223.75
9002-90-9020-44301	CITY OF MUSCATINE	November Refuse	11/05/2024	0	182.32
Vendor Subtotal:					182.32

9002-90-9020-44302	PHELPS CLEANING SERVICE INC	Clean 410 and Hall	10/31/2024	0	735.00
		Vendor Subtotal:			735.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-24-2024 CH 1001, 408, 407, 305	10/31/2024	0	600.00 00029030
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control	10/31/2024	0	600.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control	10/31/2024	0	100.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-10-2024 CH 1001, 408, 407, 305	10/31/2024	0	600.00 00028838
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #700	10/31/2024	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-17-24 CH 901, 511, 206 Bed Bu	10/31/2024	0	300.00 00028927
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-24-2024 CH 605 Bedbug Initial	10/31/2024	0	250.00 00029030
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #903	10/31/2024	0	20.00
		Vendor Subtotal:			2,490.00
9002-90-9020-44305	JOHNSON CONTROLS SECURITY SC	Alarms 10/2/24 - 12/31/24	10/31/2024	0	1,766.73
9002-90-9020-44305	JOHNSON CONTROLS SECURITY SC	Install Panel	10/31/2024	0	472.28
		Vendor Subtotal:			2,239.01
9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE	Verizon - Sept GPS	10/31/2024	0	17.45
		Vendor Subtotal:			17.45
9002-90-9020-44308	KELLY HEATING COOLING & PLBG	CH PTAC Install: Heat Relay and Ductwo	10/31/2024	0	385.00 00028991
		Vendor Subtotal:			385.00
9002-90-9020-44310	MICHAEL W SCHULTE	Screen Repair	10/31/2024	0	27.20
		Vendor Subtotal:			27.20
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 1006 Paint Rehab (walls)	10/31/2024	0	500.00 00028733
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 510 Paint Rehab (ceilings)	10/31/2024	0	150.00 00028732
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 510 Paint Rehab (walls)	10/31/2024	0	500.00 00028732
		Vendor Subtotal:			1,150.00
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 10/25/24	10/31/2024	0	3.25

		Vendor Subtotal:		3.25
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'FICA 10/25/24	10/31/2024	0	516.97
		Vendor Subtotal:		516.97
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'IPERS 10/25/24	10/31/2024	0	629.41
		Vendor Subtotal:		629.41
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 10/25/24	10/31/2024	0	5,062.65
		Vendor Subtotal:		5,062.65
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 10/25/24	10/31/2024	0	24.52
		Vendor Subtotal:		24.52
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 10/25/24	10/31/2024	0	76.43
		Vendor Subtotal:		76.43
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 10/25/24	10/31/2024	0	30.28
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 10/25/24	10/31/2024	0	8.37
		Vendor Subtotal:		38.65
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: CB80 Covebase	10/31/2024	0	132.00 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: Pressure Sensati	10/31/2024	0	94.50 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: CB80 Covebase	10/31/2024	0	165.00 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: Vinyl Plank Inst	10/31/2024	0	784.00 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: Floor Prep/ Leve	10/31/2024	0	65.98 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: Floor Prep/ Leve	10/31/2024	0	100.00 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 Flooring Rehab: CVBS Adhesive	10/31/2024	0	39.98 00028747
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 700 VCT Removal per ft²	10/31/2024	0	205.50 00028752
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 1006 Flooring Rehab: Floor Prep Lat	10/31/2024	0	100.00 00028749
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 1006 Flooring Rehab: CB80 Vinyl C	10/31/2024	0	144.00 00028749
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 1006 Flooring Rehab: CB80 Vinyl C	10/31/2024	0	180.00 00028749
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 1006 Flooring Rehab: Install Vinyl P	10/31/2024	0	796.25 00028749

9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 1006 Flooring Rehab: Planiprep Floo	10/31/2024	0	65.98 00028749
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 1006 Flooring Rehab: Pressure Sensa	10/31/2024	0	94.50 00028749
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 1006 Flooring Rehab: Covebase Adhe	10/31/2024	0	39.98 00028749
Vendor Subtotal:					3,007.67
9002-90-9020-75200	SEIFFERT LUMBER CO	CH 510 Cabinet Replacement: MERELL	10/31/2024	0	2,470.92 00028645
9002-90-9020-75200	SEIFFERT LUMBER CO	CH 510 Cabinet Replacement: Countertop	10/31/2024	0	625.00 00028645
Vendor Subtotal:					3,095.92
Subtotal for FUND: 9002					42,261.16
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 10/25/24	10/31/2024	0	1,323.16
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 10/25/24	10/31/2024	0	123.80
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 10/25/24	10/31/2024	0	3.90
Vendor Subtotal:					1,450.86
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE'	Mobile Phone Allowance 10/25/24	10/31/2024	0	3.00
Vendor Subtotal:					3.00
9006-90-9060-41904	MUSCATINE POWER & WATER	September Phone - Sunset	10/31/2024	0	49.76
Vendor Subtotal:					49.76
9006-90-9060-41904	US CELLULAR	October Phones	10/31/2024	0	35.13
Vendor Subtotal:					35.13
9006-90-9060-41908	HAPPY SOFTWARE INC	Happy Renewal	10/31/2024	0	2,477.40
Vendor Subtotal:					2,477.40
9006-90-9060-41914	MUSCATINE POWER & WATER	September Internet - Sunset	10/31/2024	0	82.97
Vendor Subtotal:					82.97

9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2708 Apt D	10/31/2024	0	15.65
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2804 Apt C	10/31/2024	0	19.10
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2804 Apt E	10/31/2024	0	17.38
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2704 Apt D	10/31/2024	0	17.38
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2708 Apt E	10/31/2024	0	17.38
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2704 Apt C	10/31/2024	0	12.75
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2908 Apt E	10/31/2024	0	21.42
9006-90-9060-43100	MUSCATINE POWER & WATER	September Water - 2806 Apt F	10/31/2024	0	24.59

Vendor Subtotal: 145.65

9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2708 Apt D	10/31/2024	0	53.53
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2804 Apt C	10/31/2024	0	38.74
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2804 Apt E	10/31/2024	0	35.64
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2704 Apt D	10/31/2024	0	49.37
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric 2708 Apt E	10/31/2024	0	28.42
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2704 Apt C	10/31/2024	0	20.49
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2908 Apt E	10/31/2024	0	44.56
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric Sunset	10/31/2024	0	55.16
9006-90-9060-43200	MUSCATINE POWER & WATER	September Electric - 2806 Apt F	10/31/2024	0	155.70

Vendor Subtotal: 481.61

9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2704 Apt C	10/31/2024	0	12.76
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2704 Apt D	10/31/2024	0	12.76
9006-90-9060-43700	ALLIANT ENERGY	October Gas - Sunset Office	10/31/2024	0	33.53
9006-90-9060-43700	ALLIANT ENERGY	October Gas - Sunset Garage	10/31/2024	0	36.62
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2804 Apt C	10/31/2024	0	13.52
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2804 Apt E	10/31/2024	0	13.52
9006-90-9060-43700	ALLIANT ENERGY	September Gas - 2908 Apt E	10/31/2024	0	6.88

Vendor Subtotal: 129.59

9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2708 Apt D	10/31/2024	0	31.10
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2804 Apt C	10/31/2024	0	34.56
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2804 Apt E	10/31/2024	0	34.56
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2704 Apt D	10/31/2024	0	34.56
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2708 Apt E	10/31/2024	0	34.56
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2704 Apt C	10/31/2024	0	25.34
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2908 Apt E	10/31/2024	0	39.17
9006-90-9060-43900	MUSCATINE POWER & WATER	September Sewer - 2806 Apt F	10/31/2024	0	34.56

		Vendor Subtotal:			268.41
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Full-Time Wages 10/25/24		10/31/2024	0	2,359.84
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Part-Time Wages 10/25/24		10/31/2024	0	1,279.08
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'Maint Longevity 10/25/24		10/31/2024	0	18.20
		Vendor Subtotal:			3,657.12
9006-90-9060-44203	MENARDS (MUSC)	Tamper	10/31/2024	0	42.98
9006-90-9060-44203	MENARDS (MUSC)	Batteries	10/31/2024	0	37.57
9006-90-9060-44203	MENARDS (MUSC)	Ratchet Straps	10/31/2024	0	8.99
		Vendor Subtotal:			89.54
9006-90-9060-44203	SINCLAIR	SS Tractor/Salt Spreader Repair per Hour	10/31/2024	0	162.80 00028949
		Vendor Subtotal:			162.80
9006-90-9060-44203	MUSCATINE LUMBER	Saws	10/31/2024	0	32.28
		Vendor Subtotal:			32.28
9006-90-9060-44204	MARK A DIERCKS	Duplicate Keys/Cylinder	10/31/2024	0	39.00
9006-90-9060-44204	MARK A DIERCKS	Master Key Deadbolt	10/31/2024	0	15.00
9006-90-9060-44204	MARK A DIERCKS	Deadbolt	10/31/2024	0	15.00
9006-90-9060-44204	MARK A DIERCKS	Deadbolt	10/31/2024	0	15.00
		Vendor Subtotal:			84.00
9006-90-9060-44204	AMAZON.COM	Fan Motor	10/31/2024	0	54.96
		Vendor Subtotal:			54.96
9006-90-9060-44205	MENARDS (MUSC)	Single Outlet/Outlet Plate	10/31/2024	0	41.98
		Vendor Subtotal:			41.98
9006-90-9060-44205	AMAZON.COM	Wireless Light Switch/Receiver Kit	10/31/2024	0	88.26

Vendor Subtotal:					88.26
9006-90-9060-44210	MENARDS (MUSC)	Pebble	10/31/2024	0	24.85
9006-90-9060-44210	MENARDS (MUSC)	Gravel	10/31/2024	0	95.80
9006-90-9060-44210	MENARDS (MUSC)	SS Splash Blocks: SKU: 1794467	10/31/2024	0	95.80 00029065
9006-90-9060-44210	MENARDS (MUSC)	SS Gravel Bags: SKU: 1891130	10/31/2024	0	389.40 00029065
Vendor Subtotal:					605.85
9006-90-9060-44218	PDQ SUPPLY INC	Door Bar	10/31/2024	0	56.52
Vendor Subtotal:					56.52
9006-90-9060-44301	CITY OF MUSCATINE	November Refuse	11/05/2024	0	320.00
Vendor Subtotal:					320.00
9006-90-9060-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - Sept GPS	10/31/2024	0	17.45
Vendor Subtotal:					17.45
9006-90-9060-44310	MICHAEL W SCHULTE	Screen Repair	10/31/2024	0	60.78
Vendor Subtotal:					60.78
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Toilet Repair 2804 C	10/31/2024	0	141.76
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Floor Drain 2812 A	10/31/2024	0	133.20
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Floor Drain 2808 D	10/31/2024	0	196.08
Vendor Subtotal:					471.04
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 10/25/24	10/31/2024	0	3.02
Vendor Subtotal:					3.02
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 10/25/24	10/31/2024	0	364.78

			Vendor Subtotal:		364.78
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'IPERS 10/25/24		10/31/2024	0	482.19
			Vendor Subtotal:		482.19
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 10/25/24		10/31/2024	0	2,911.96
			Vendor Subtotal:		2,911.96
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 10/25/24		10/31/2024	0	16.87
			Vendor Subtotal:		16.87
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 10/25/24		10/31/2024	0	53.51
			Vendor Subtotal:		53.51
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 10/25/24		10/31/2024	0	19.39
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 10/25/24		10/31/2024	0	8.37
			Vendor Subtotal:		27.76
			Subtotal for FUND: 9006		14,727.05
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'Admin Full-Time Wages 10/25/24		10/31/2024	0	4,894.16
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'Admin Part-Time Wages 10/25/24		10/31/2024	0	990.38
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE'Admin Longevity 10/25/24		10/31/2024	0	13.33
			Vendor Subtotal:		5,897.87
9007-90-9070-41500	ELIBETH CRUZ	Reimb 10/16/24 - 10/17/24	10/31/2024	0	14.65
			Vendor Subtotal:		14.65
9007-90-9070-41500	STEPHANIE DIETRICH	Reimb 10/16/24 - 10/18/24	10/31/2024	0	203.40

			Vendor Subtotal:		203.40
9007-90-9070-41902	ADVANCED BUSINESS SYSTEMS INC	Copies	10/31/2024	0	15.54
			Vendor Subtotal:		15.54
9007-90-9070-41902	CITY OF MUSCATINE HOUSING RE'	Xerox - Copies	10/31/2024	0	7.07
			Vendor Subtotal:		7.07
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'	Mobile Phone Allowance 10/25/24	10/31/2024	0	1.50
			Vendor Subtotal:		1.50
9007-90-9070-41904	MUSCATINE POWER & WATER	October Phones	10/31/2024	0	22.39
			Vendor Subtotal:		22.39
9007-90-9070-41908	HAPPY SOFTWARE INC	Happy Renewal	10/31/2024	0	17,928.37
			Vendor Subtotal:		17,928.37
9007-90-9070-41910	HAPPY SOFTWARE INC	HCV Utility Schedule for 2025	10/31/2024	0	792.00 00028830
9007-90-9070-41910	HAPPY SOFTWARE INC	Rush Fee	10/31/2024	0	144.00
			Vendor Subtotal:		936.00
9007-90-9070-41910	IA DEPT OF INSPECTIONS APPEALS	Investigations July 2024 - September 202	10/31/2024	0	266.80
			Vendor Subtotal:		266.80
9007-90-9070-44301	CITY OF MUSCATINE	Quarterly Inspections	10/24/2024	0	2,555.00
9007-90-9070-44301	CITY OF MUSCATINE	Quarterly Re-Inspections	10/24/2024	0	500.00
			Vendor Subtotal:		3,055.00
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 10/25/24	10/31/2024	0	2.20

		Vendor Subtotal:		2.20
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'FICA 10/25/24	10/31/2024	0	402.58
		Vendor Subtotal:		402.58
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'IPERS 10/25/24	10/31/2024	0	192.66
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'IPERS 10/25/24	10/31/2024	0	556.78
		Vendor Subtotal:		749.44
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 10/25/24	10/31/2024	0	4,532.01
		Vendor Subtotal:		4,532.01
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 10/25/24	10/31/2024	0	21.78
		Vendor Subtotal:		21.78
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 10/25/24	10/31/2024	0	77.97
		Vendor Subtotal:		77.97
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 10/25/24	10/31/2024	0	32.63
		Vendor Subtotal:		32.63
9007-90-9070-47150	FULTON PLACE LTD PARTNERSHIPNew HAP Mann Full October	10/31/2024	0	310.00
		Vendor Subtotal:		310.00
9007-90-9070-47150	RCN LLC New HAP Moore 4 of 30 Days Sept Full	10/31/2024	0	595.00
		Vendor Subtotal:		595.00
9007-90-9070-47150	HARRISON LOFTS LLC New HAP Holladay Full October	10/31/2024	0	62.00

			Vendor Subtotal:		62.00
9007-90-9070-47150	JNB OAK PARK LP	New HAP Sanders 4 of 31 Days October	10/31/2024	0	39.00
			Vendor Subtotal:		39.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP Gordy 4 of 31 Days October	10/31/2024	0	47.00
			Vendor Subtotal:		47.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 10/25/24	10/31/2024	0	2,040.82
			Vendor Subtotal:		2,040.82
9007-90-9071-41500	ELIBETH CRUZ	Reimb 10/20/24 - 10/23/24	10/31/2024	0	382.65
			Vendor Subtotal:		382.65
9007-90-9071-41908	HAPPY SOFTWARE INC	Happy Renewal	10/31/2024	0	1,221.85
			Vendor Subtotal:		1,221.85
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'	FICA 10/25/24	10/31/2024	0	135.64
			Vendor Subtotal:		135.64
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 10/25/24	10/31/2024	0	2,025.06
			Vendor Subtotal:		2,025.06
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 10/25/24	10/31/2024	0	6.69
			Vendor Subtotal:		6.69
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 10/25/24	10/31/2024	0	30.57
			Vendor Subtotal:		30.57

9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 10/25/24	10/31/2024	0	11.50
	Vendor Subtotal:			11.50
	Subtotal for FUND: 9007			41,074.98
	Report Total:			2,453,927.63

10/25/2024	PAYROLL CHECKS	AFA FLEX BILLING	5,174.21
10/25/2024	PAYROLL CHECKS	AFLAC	560.98
10/25/2024	PAYROLL CHECKS	ALLSTATE	14.94
10/25/2024	PAYROLL CHECKS	AMERICAN FIDELITY	3,166.77
10/25/2024	PAYROLL CHECKS	CITY OF MUSCATINE	33,369.64
10/25/2024	PAYROLL CHECKS	CLERK OF COURT	130.00
10/25/2024	PAYROLL CHECKS	POLK CO SHERIFF	565.93
10/25/2024	PAYROLL CHECKS	STATE OF IL	198.40
10/25/2024	PAYROLL CHECKS	UNITED WAY	83.00
10/25/2024	PAYROLL CHECKS	ATTN: REVENUE ADMIN	1,606.79
10/25/2024	ACH PAYROLL	MISSION SQUARE ICMA RETIRE	14,438.37
10/25/2024	ACH PAYROLL	MISSION SQUARE ICMA RC	1,881.29
10/25/2024	ACH PAYROLL	MUNICIPAL FIRE & POLICE	84,635.30
10/25/2024	ACH PAYROLL	NATIONWIDE	4,670.00
10/21/2024	SPECIAL CK	KUNDEL LAW OFFICE	381,273.38
10/25/2024	SPECIAL CK	ALLISON TRUST ACCOUNT	19,216.00
11/1/2024	SPECIAL CK	MUSCATINE CO SHERIFF	85.00
11/5/2024	SPECIAL CK	CREDIT BUREAU MORTGAGE	19,500.00

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



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Muscatine
County: Muscatine
State: Iowa

SRF Number: S2022-036A
Iowa DNR Project Number: CS1921135 01

COMMUNITY DESCRIPTION

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

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

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

PROJECT DESCRIPTION

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

Proposed Improvements: The West Hill Sanitary Sewer Separation Phase 6D project will include approximately 4,500 feet of new sanitary sewer with surface restoration and full width pavement replacement. The proposed sanitary sewer construction will include 8-15" sanitary sewer. New storm sewer could include up to 4,200 feet of new 12-60" storm sewer. Sewers depth will range up to 20 feet deep. The sewers will be installed by open cut excavation, however trenchless construction may be used to install new pipes under existing sewers if needed. Approximately 1,000 feet of the project corridor will cross wooded undeveloped ground on private property between Hagerman Drive and Eisenhower Street. The project area

north of Hagerman Drive toward Terrace Heights may include connecting existing sewers on Private property to the new Hagerman Drive sewers and could include up to 2000' of sanitary and/or storm sewer work plus storm water management. The existing Upper West Branch Sewer (UWBS) is a combined sewer within the project limits and is comprised of 39"x39" concrete box from Hagerman Dr to Logan St. At Logan St a short segment is a 4'x4' concrete arch under the road that acts as a culvert taking surface flow from the west and the beginning of the UWBS box sewer structure. The year of construction of UWBS 1929 based on an entry made in the City's database from an unknown source. Cutting of trees along the wooded corridor would occur between Oct 1, 2024 and March 31, 2025 ahead of the Phase 6D sewer construction. Temporary construction easements and permanent sewer easements will be needed where sewers cross private property. Muscatine Power and Water (MPW) is the owner of the water, electric, and communications utility in Muscatine. MPW is a separate utility from the City of Muscatine public works, government and structure. MPW may elect to replace water and electric improvements in the project corridor. The improvements may be included in the City's contract with the sewer separation work or occur outside of the contract. On occasion water line relocation is deemed necessary because of the sewer improvements and the cost of the relocation falls on the City of Muscatine to fund. The City may purchase property on Hagerman Drive.

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

ALTERNATIVES CONSIDERED

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

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

MEASURES TAKEN TO ASSESS IMPACT

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

U.S. Army Corps of Engineers

U.S. Fish and Wildlife Service

State Historical Society of Iowa (State Historical Preservation Office)

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

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

ENVIRONMENTAL IMPACT SUMMARY

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

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

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

This project may require the disposal of sewage sludge. It is the responsibility of the applicant to ensure that the disposal of any sewage sludge complies with applicable requirements found in 40 CFR Part 503 and 567 Iowa Administrative Code IAC 67.

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

Environmental: The U.S. Army Corps of Engineers will determine if the proposed project will impact wetlands or jurisdictional waters of the United States. According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain.

No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Muscatine in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

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

Environmental Justice: Based on the current EPA EJSscreen tool, this project area has been evaluated as a community with Environmental Justice (EJ) concern at the time of this review and for the purposes of this proposed project. The EJSscreen report is available upon request. While short-term environmental impacts are expected as outlined in the construction section above this project will improve the handling and treatment of wastewater. This project has been designed to maintain and protect high quality waters and existing water quality in other waters from unnecessary pollution.

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

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

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

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The U.S. Army Corps of Engineers will determine if the proposed project will impact wetlands or jurisdictional waters of the United States.
- The project will not affect threatened and endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- An archeological and architectural investigation of the proposed project area will be completed. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either "no historic properties affected" or "no adverse effect on historic properties" can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)"c").
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.

- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

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

Signature of the Mayor, City of Muscatine

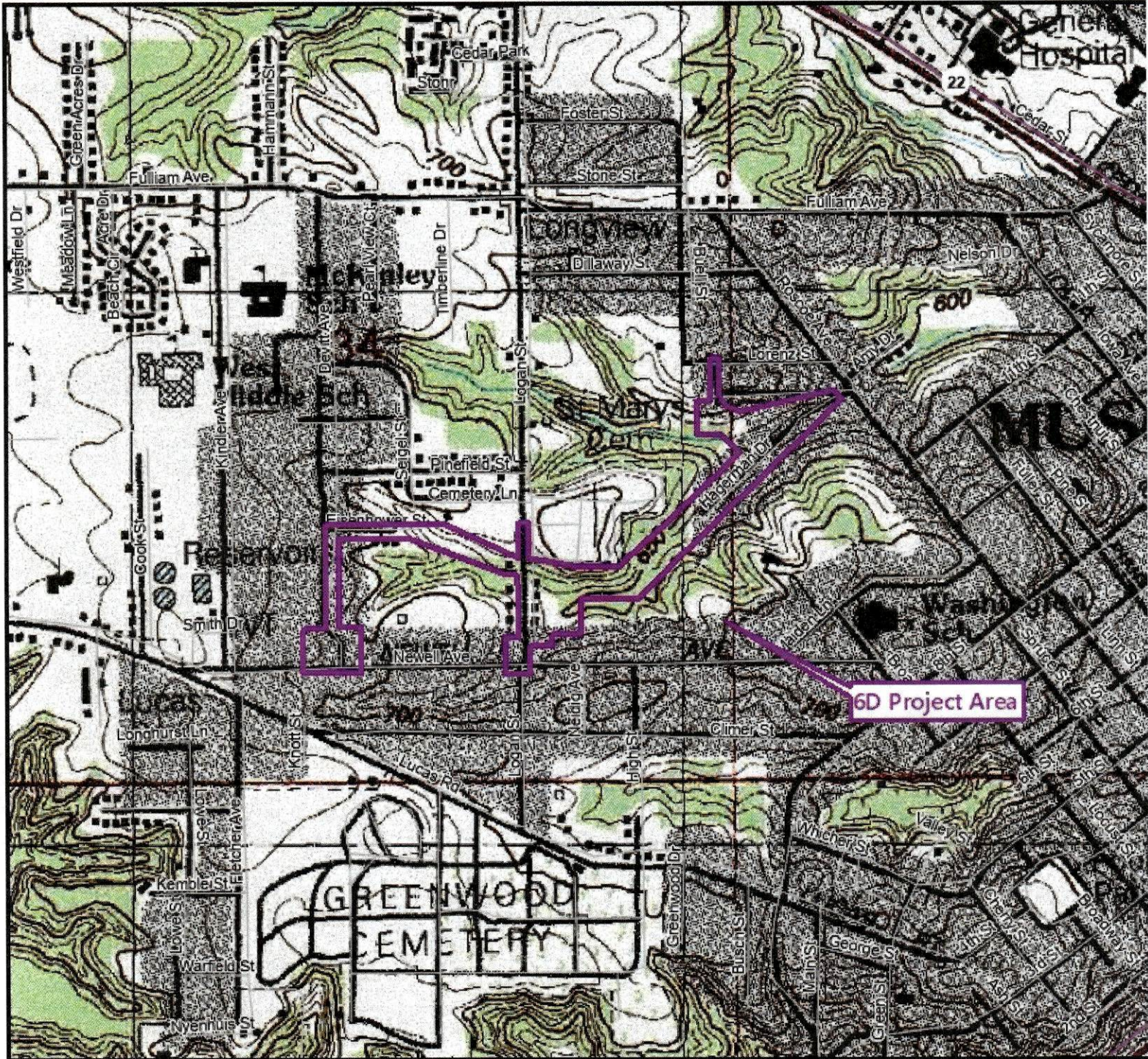
Date

Printed Name of the Mayor, City of Muscatine



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

USGS 7.5 Minute Quadrangle: Muscatine
Sections: 34 & 35, Township: 77 N, Range: 02 W
Date: 1991

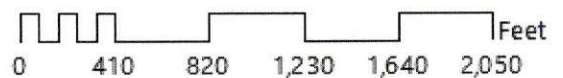


Legend

 Muscatine West Hill 6D Project Area

Scale: 1 inch = 833 feet

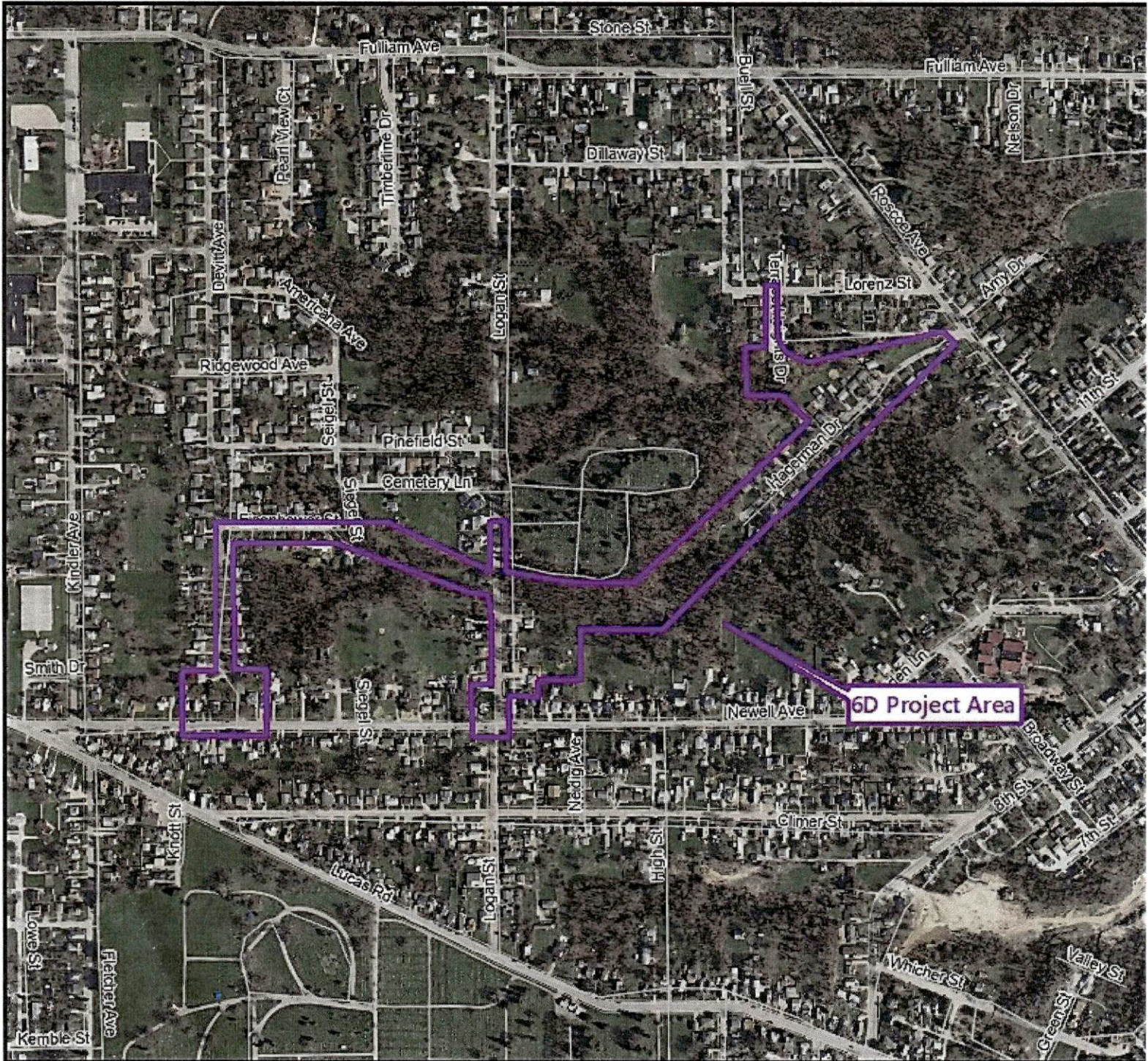
Muscatine West Hill Sewer Separation 6D
Muscatine, IA Muscatine County, Iowa)





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

Aerial

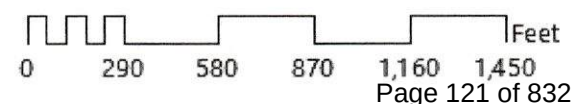


Legend

 Muscatine West Hill 6D Project Area

Scale: 1 inch = 583 feet

Muscatine West Hill Sewer Separation 6D
Muscatine, IA Muscatine County, Iowa)





City of Muscatine

ITEM NUMBER 2024-0463

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

First Reading of an Ordinance Amending Title 7, Chapter 9 of the City Code of Muscatine, Iowa - Parking Meters and Rates.

EXECUTIVE SUMMARY

At the October 9, 2024, In Depth meeting, staff provided an overview of Parking Apps considered by staff and the criteria used to evaluate these systems. Staff recommended the mPay2Park system by Net Tech. Net Tech is the City's vendor for the current Parking hand-held devices and the parking software system. There was a consensus of the City Council to proceed with entering into an agreement with this vendor for this system and to begin the steps necessary to implement this system, including establishing new rates for parking meter fees. The City Council approved the agreement for the mPay2Park system at the October 17 meeting.

Section 7-9-6, of the City Code of Muscatine provides the Council may by Resolution from time to time establish the rates for parking or standing a vehicle in a designated space in an on-street parking zone and Section 7-9-7 provides the City Council may from time to time establish the parking rate for off-street parking meter spaces. The Resolution that is also included on the agenda for the November 7, 2024, meeting includes the following changes for: (1) increasing the fee for 2-hour meters from \$.50 per hour to \$.75 per hour, (2) increasing the fee for 10-hour meters from \$.25 per hour to \$.40 per hour, (3) increasing the fee for meter hood rentals from \$4.00 per day to \$5.00 per day to correspond with the meter fee increases, (4) implementing the mPay2Park App as an option for parking customers to pay parking meter fees, (5) providing for the convenience fee per transaction for parking customers using the mPay2Park App to be paid by the parking customer (currently \$.35 per transaction), and (6) that seldom-used meters 7L115, 7L116, and 7L117 in Parking Lot 7 be removed, and these spaces be changed to leased parking spaces.

While most of the changes to implement the mPay2:Park Parking App can be made by Resolution, Title 7, Chapter 9, of the City Code also needs to be updated. The City Code ordinance changes are primarily for: (1) language changes from coin-only operation of parking

meters to "coin or other approved forms of payment", and (2) changes from parking meter expiration only showing on the parking meters to "meter expiration showing on the meters or other electronic devices".

STAFF RECOMMENDATION

Staff recommends the first reading of this ordinance be approved at the November 7, 2024 meeting. It is requested that City Council consider waiving the 3rd reading, and approving this ordinance on the 2nd and final reading at the November 21, 2024 meeting.

BACKGROUND/DISCUSSION

After the May 2024 In Depth meeting, City Council directed staff to evaluate Parking App vendors in lieu of the proposal to replace the existing parking meters with those that would accept multiple forms of payment. Staff had at least 5 vendors provide demonstrations of their systems – this included Park Mobile, Passport, Park Hub, POM Pay (still in development), and Net Tech's mPay2Park systems. Other parking app vendors have also contacted the City.

With these demonstrations, staff gained knowledge about common features of these systems and determined the important factors for the City of Muscatine in evaluating the systems, including:

1. Costs to be paid to the parking vendors per transaction
2. Potential costs to the City for credit/debit card fees
3. How easy the systems were for the parking users
4. Impact to the Meter Attendants for parking enforcement
5. How the systems would integrate with the current hand-held ticket devices
6. Rates that would be needed to cover the cost of implementing the parking app system

After review of the demonstrations, staff recommended the mPay2Park system by Net Tech. Net Tech is the City's vendor for the Parking hand-held devices and parking software system.

1. The mPay2Park system has a fee of \$.35 per transaction to be paid by the customer – this fee includes the credit/debit card fees (most other systems had a fee per transaction paid to the vendor, with the fees for accepting credit/debt cards as an additional fee or cost to be paid by the City). The City can set lower rates with this system than with the other systems.

2. Two stickers will be provided by the vendor for each meter: (1) one will have the meter number and the Parking Zone number and also include a QR code with this information, (2) the other will have instructions for accessing this system. No large signs are needed since the Zone number and meter number are on the stickers on each meter – this should make it easier for users to locate zone numbers, etc.

3. Users can request to be sent a notification 5 or 10 minutes before the time expires. They can extend the time on the meters remotely (with an additional \$.35 transaction fee). Time cannot be extended beyond the limits allowed for each space (i.e. 2-hour meters could not be

extended over that limit).

4. Meter attendants can bring up in their hand-held devices, the parking spaces that have been paid for using this App. Since it's the same vendor, they can readily switch from viewing the spaces that have been paid for by the App, and the feature on the hand-held to issue parking tickets. (Other vendors indicated that they could make their systems integrate with our hand-held devices, however, it would likely involve special programming.)

Costs to the City to implement the system would include:

1. Adding Internet access to the current hand-held devices (\$480 annually for each device)
2. Lease of a wand to change meter rates (\$550)

The current parking meter rates of \$.50 per hour for 2-hour meters and \$.25 per hour for 10-hour meters were effective July 1, 2013. Since July 1, 2013, the Consumer Price Index has increased by 34.4%. Staff proposed to increase these rates to \$.75 per hour for 2-hour meters and \$.40 per hour for 10-hour meters. This proposed increase will fund the inflationary cost increases since 2013 as well as the additional costs for the Parking App system (Internet service, etc.). (With most of the other systems, rate increases to \$1.00/hour for 2-hour and \$.50 for 10-hour meters would have likely been needed.)

At the October 9, 2024, In Depth meeting, there was a consensus of the City council to proceed with implementation of the mPay2Park system and to implement the rates proposed by staff. The City Council approved the agreement for the mPay2Park system at the October 17 meeting.

Section 7-9-6, of the City Code of Muscatine provides the Council may by Resolution from time to time establish the rates for parking or standing a vehicle in a designated space in an on-street parking zone and Section 7-9-7 provides the City Council may from time to time establish the parking rate for off-street parking meter spaces. The Resolution that is also included on the agenda for the November 7, 2024, meeting includes the following changes for: (1) increasing the fee for 2-hour meters from \$.50 per hour to \$.75 per hour, (2) increasing the fee for 10-hour meters from \$.25 per hour to \$.40 per hour, (3) increasing the fee for meter hood rentals from \$4.00 per day to \$5.00 per day to correspond with the meter fee increases, (4) implementing the mPay2Park App as an option for parking customers to pay parking meter fees, (5) providing for the convenience fee per transaction for parking customers using the mPay2Park App to be paid by the parking customer (currently \$.35 per transaction), and (6) that seldom-used meters 7L115, 7L116, and 7L117 in Parking Lot 7 be removed, and these spaces be changed to leased parking spaces.

While most of the changes to implement the mPay2:Park Parking App can be made by Resolution, Title 7, Chapter 9, of the City Code also needs to be updated. The City Code ordinance changes are primarily for: (1) language changes from coin-only operation of parking meters to "coin or other approved forms of payment", and (2) changes from parking meter expiration only showing on the parking meters to "meter expiration showing on the meters or

other electronic devices".

CITY FINANCIAL IMPACT

There will be minimal additional expenses to the City for the mPay2Park Parking App. This includes adding Internet service to the hand-held parking enforcement devices (\$1,000 per year) and leasing a wand to change parking rates. The new meter rates will fund these additional costs and will also fund the Parking fund operating deficits budgeted for the last several years.

ATTACHMENTS

1. Ord_2024-0463 (3)

**CITY OF MUSCATINE
ORDINANCE 2024-0463**

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 9 OF THE CITY CODE OF
MUSCATINE, IOWA - PARKING METERS AND RATES**

WHEREAS, the City Council for the City of Muscatine, Iowa, has established the use of parking meters in order to set and enforce time limits for parking in each metered space in the downtown parking zone; and

WHEREAS, the City's parking meters currently only accept coin payments; and

WHEREAS, the City Council is adding the mPay2Park Parking App as an option for parking customers to use to pay for metered spaces; and

WHEREAS, the City Code currently only provides for coin payments and City Code language revisions are needed to add the Parking App option.

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

SECTION 1: **AMENDMENT** “7-9-1 Definitions” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-9-1 Definitions

For the purpose of this Chapter, the following terms shall have the meanings respectively ascribed to them in this section:

- A. "Operator" shall mean any individual who shall operate a vehicle as the owner thereof, or as the agent, employee, or permittee of the owner, or is in actual physical control of a vehicle.
- B. "Park or Parking" shall mean the standing of a vehicle, whether occupied or not, upon a street other than temporarily for the purpose of, and while actually engaged in, receiving or discharging passengers or loading or unloading merchandise in non-handicap designated parking spaces, or in obedience to traffic regulations, signs, or signals, or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator of the vehicle.
- C. "Parking Meter" shall mean any mechanical device or meter not inconsistent with this Chapter placed or erected for the regulation of parking by authority of this Chapter. Each parking meter installed shall indicate by proper legend the legal parking time limit established by the Council. ~~and, when operated, shall at all times indicate the~~

~~balance of legal parking time, and at the expiration of such period shall indicate illegal or overtime parking.~~

- D. "Parking Meter Space" shall mean any space within the downtown parking zone adjacent to a parking meter and which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the streets adjacent to or adjoining the parking meters.
- E. "Parking Zone" shall mean any restricted street upon which parking meters are installed and in operation or parking time restrictions are established by resolution of City Council and designated by signage.
- F. "Street" shall mean any public street, avenue, road, alley, highway, lane, path, or other public place established for the use of vehicles.
- G. "Vehicle" shall mean any device in, upon, or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.
- H. "Leased or Reserved Parking Space" shall mean any space within a parking zone which is duly designated as such for the parking of a single vehicle within an area designated by lines painted or otherwise durably marked on the curb or on the surface of the street or parking lot.

SECTION 2: **AMENDMENT** "7-9-3 Installation And Construction; Control And Maintenance Of Meters" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

7-9-3 Installation And Construction; Control And Maintenance Of Meters

The City Administrator, or his or her designate, shall cause parking meters to be installed upon the curb or sidewalk immediately adjacent to the parking spaces in the parking zones established by Section 7-9-4 of the City Code, such installation to be placed not more than two feet (2') from the curb nor more than four feet (4') from the front line of the parking spaces as indicated, and the City Administrator, or his or her designate, shall be responsible for the regulation, control, operation, maintenance, and use of such parking meters. Each device shall be so set as to display a signal showing legal parking upon the deposit of the appropriate coin or coins, lawful money of the United States of America, or other approved forms of payment, for the period of time prescribed by resolution of Council. ~~Each device shall be so arranged that upon the expiration of the lawful time limit it will indicate by proper visible signal that the lawful parking period has expired, and in such cases, the right of such vehicle to occupy such space shall cease and the operator, owner, possessor, or manager thereof shall be subject to the penalties hereinafter provided.~~

SECTION 3: AMENDMENT “7-9-5 Coin Operation Of Meters” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-9-5 Coin ~~Operation~~ and Other Approved Forms of Payment for the Operation Of Meters

Except in a period of emergency determined by an officer of the Fire Department or Police Department, or in compliance with the directions of a Police Officer or traffic control sign or signal, when any vehicle shall be parked in any parking space alongside of or next to which a parking meter is located, the operator of such vehicle shall, upon entering the parking meter space, immediately deposit or cause to be deposited in that meter such proper coin or coins of the United States of America, or to make other approved forms of payment as is required for that parking meter and is designated by proper directions on the meter. Failure to deposit such proper coin, ~~or coins,~~ or to make other approved forms of payment shall constitute a violation of this Chapter. Upon the deposit of such coin, ~~or coins,~~ or other approved forms of payment, ~~and the setting of the timing mechanism in operation when so required,~~ the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which such parking space is located; provided, that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit a coin, ~~or coins,~~ or other approved forms of payment so long as his or her occupancy of such space does not exceed the indicated unused parking time. If such vehicle shall remain parked in any such parking space beyond the parking time limit set for such parking space, and if the meter or other electronic device shall indicate such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time and such parking shall be deemed a violation of this Chapter.

SECTION 4: AMENDMENT “7-9-6 On-Street Meter Rates And On Street Parking Restrictions” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-9-6 On-Street Meter Rates ~~And~~ and On Street Parking Restrictions

Parking or standing a vehicle in a designated parking meter space in an on-street parking zone shall be lawful upon the deposit of coins of the United States of America or making other approved forms of payment as established by resolution adopted from time to time by the City Council.

A vehicle may be parked only once in an on-street parking stall in the downtown parking zone for any time period up to the maximum parking time limit as indicated on the parking meter or

by appropriate signs, after which the vehicle shall be moved from that parking stall. A vehicle moved from the parking stall may not be parked in that same parking stall during the next consecutive eight (8) hour period even though the vehicle was parked for less than the maximum parking time limit.

SECTION 5: **AMENDMENT** “7-9-8 Hours Meters And Lots To Be Operated” of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

7-9-8 Hours Meters And Lots To Be Operated

- A. Parking meters shall be operated in the parking zones established by Section 7-9-4 of the City Code, every day, except Saturdays, Sundays and holidays, between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M.
- B. As used in this Section, the term “holiday” shall mean the days which are declared to be legal holidays for City employees under Title 1-15-8, of the City Code. When the holiday falls on a Saturday, the holiday will be observed on Friday. If the holiday falls on Sunday, the holiday will be observed on Monday.
- C. The Council may, by resolution from time to time determine the length of time that parking is permissible at both an individual parking space for which a meter is installed ~~upon the deposit of such coin or coins of United States of America in the parking meter~~ as herein provided; and the unmetered parking spaces with time limits.
- D. Vehicles shall not be parked in designated parking spaces in Lot #2, Lot #4, Lot #8, and on Second Street, which are not parking meter spaces beyond the length of time provided by resolution according to Section 7-9-8(C) and vehicles shall not be parked in more than one such parking space in either Lot #2, Lot #4, or Lot #8 during any consecutive twenty four (24) hour period.
- E. The Council may, by resolution from time to time establish the rate and hours of operation for leased or reserved parking spaces.

SECTION 6: **AMENDMENT** “7-9-9 Parking Meter Violations; Expired Meter, Overtime Parking” of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

7-9-9 Parking Meter Violations; Expired Meter, Overtime Parking

- A. **Evidence.** Parking is prohibited in any parking space on a street or in a municipal parking lot where a meter is installed and displays a signal showing that the parking is not permitted unless a deposit of such coin or coins of the United States of America or

other forms of approved payment is made as herein provided. Any vehicle parking in violation shall be deemed illegally parked. The fact that a vehicle is in an individual parking space when the time signal on the parking meter of the same or in other parking devices shows no parking permitted unless a deposit of a proper coin or other forms of approved payments is made as herein provided shall be deemed prima face evidence of the unlawful parking of such motor vehicle by its operator or owner.

- B. **Overtime Parking, Extending Time.** It shall be unlawful and a violation of the provisions of this Chapter for any person to cause, allow, permit, or suffer any vehicle registered in the name of or operated by such person to be parked overtime, or beyond the period of legal parking time established for any parking space as described in this Chapter or to deposit in any parking meter any coin for the purpose of parking beyond the maximum legal parking time for the particular parking zone.
- C. **Expired Meter.** It shall be unlawful for any person to permit any vehicle to remain or be placed in any parking space adjacent to any parking meter ~~while such meter~~ or other parking device, is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period prescribed for such parking space.
- D. **Separate Offenses.** Each consecutive hour during one calendar day that a vehicle remains illegally parked as above provided shall be a separate and distinct offense under this Chapter. The first offense shall terminate one hour after the time a ticket charging said offense is issued, which time shall be noted on the ticket, and a separate and new offense shall occur during each one hour period thereafter.
- E. **To Park Within Marked Lines.** It shall be unlawful for any person to park any vehicle across any line or marking of a parking meter space or in such position that the vehicle shall not be entirely within the area designated by such lines or markings.
- F. **Tampering with Meters.** It shall be unlawful for any person to deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking meter installed under the provisions of this Chapter.

SECTION 7: AMENDMENT “7-9-11 Parking Meter Funds” of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

7-9-11 Parking Meter Funds

The coins deposited in parking meters and funds collected through other forms of payment are required and shall be used to defray the expense of proper regulation of traffic upon the public streets; to provide for the cost of supervision, regulation, and control of the parking of vehicles in parking zones; and to cover the cost of purchase, supervision, protection, inspection, installation, operation, maintenance, control, and use of parking meters and other parking and traffic control devices. Any of such funds remaining thereafter may be used either to purchase, lease, or otherwise acquire parking lots or other off-street parking areas for the parking of

vehicles; or such remaining funds may be used for the retirement of revenue bonds issued for the purpose of acquiring, improving, maintaining, or operating parking lots or other off-street parking areas for the parking of vehicles, in the event the revenue from such parking lots or other off-street parking areas for the parking of vehicles is insufficient to pay the cost of retiring such bonds and for any other lawful purpose permitted by the Code of Iowa. If the parking enterprise has a surplus in its fund, then this surplus may be transferred to any other city fund, by resolution of the City Council.

PASSED AND ADOPTED BY THE CITY OF MUSCATINE CITY COUNCIL

Presiding Officer

Attest

Dr. Brad Bark, Mayor, City of
Muscatine

Cinda Hilger, Deputy City Clerk, City
of Muscatine



City of Muscatine

ITEM NUMBER 2024-0486

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Establishing Rates for Parking Meters and Parking Meter Hoods, Providing an Option for Parking Meter Fees to be Paid Electronically through a Parking App, and Changing Three Metered Spaces in Lot 7 to Leased Parking Spaces.

EXECUTIVE SUMMARY

At the October 9, 2024, In Depth meeting, staff provided an overview of Parking Apps considered by staff and the criteria used to evaluate these systems. These criteria are listed in the Background/Discussion area for this agenda item. Staff recommended the mPay2Park system by Net Tech. Net Tech is the City's vendor for the current Parking hand-held devices and the parking software system. There was a consensus of the City Council to proceed with entering into an agreement with this vendor for this system and to begin the steps necessary to implement this system, including establishing new rates for parking meter fees. The City Council approved the agreement for the mPay2Park system at the October 17 meeting.

Section 7-9-6, of the City Code of Muscatine provides the Council may by Resolution from time to time establish the rates for parking or standing a vehicle in a designated space in an on-street parking zone and Section 7-9-7 provides the City Council may from time to time establish the parking rate for off-street parking meter spaces

The Resolution for this agenda item provides for (1) increasing the fee for 2-hour meters from \$.50 per hour to \$.75 per hour, (2) increasing the fee for 10-hour meters from \$.25 per hour to \$.40 per hour, (3) increasing the fee for meter hood rentals from \$4.00 per day to \$5.00 per day to correspond with the meter fee increases, (4) implementing the mPay2Park App as an option for parking customers to pay parking meter fees, (5) providing for the convenience fee per transaction for parking customers using the mPay2Park App to be paid by the parking customer (currently \$.35 per transaction), and (6) that seldom-used meters 7L115, 7L116, and 7L117 in Parking Lot 7 be removed, and these spaces be changed to leased parking spaces.

Upon approval of this Resolution, staff will begin the process of implementing the mPay2Park App, changing the meter rates, updating the meter rate plates, getting informational materials

ready, and any other related tasks.

As a separate agenda item, Title 7, Chapter 9 - Parking Meters and Lots - will also be updated to allow for meter fees to be paid by a parking app, in addition to the current coin-only language.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

BACKGROUND/DISCUSSION

After the May 2024 In Depth meeting, City Council directed staff to evaluate Parking App vendors in lieu of the proposal to replace the existing parking meters with those that would accept multiple forms of payment. Staff had at least 5 vendors provide demonstrations of their systems – this included Park Mobile, Passport, Park Hub, POM Pay (still in development), and Net Tech’s mPay2Park systems. Other parking app vendors have also contacted the City.

With these demonstrations, staff gained knowledge about common features of these systems and determined the important factors for the City of Muscatine in evaluating the systems, including:

1. Costs to be paid to the parking vendors per transaction
2. Potential costs to the City for credit/debit card fees
3. How easy the systems were for the parking users
4. Impact to the Meter Attendants for parking enforcement
5. How the systems would integrate with the current hand-held ticket devices
6. Rates that would be needed to cover the cost of implementing the parking app system

After review of the demonstrations, staff recommended the mPay2Park system by Net Tech. Net Tech is the City’s vendor for the Parking hand-held devices and parking software system.

1. The mPay2Park system has a fee of \$.35 per transaction to be paid by the customer – this fee includes the credit/debit card fees (most other systems had a fee per transaction paid to the vendor, with the fees for accepting credit/debt cards as an additional fee or cost to be paid by the City). The City can set lower rates with this system than with the other systems.

2. Two stickers will be provided by the vendor for each meter: (1) one will have the meter number and the Parking Zone number and also include a QR code with this information, (2) the other will have instructions for accessing this system. No large signs are needed since the Zone number and meter number are on the stickers on each meter – this should make it easier for users to locate zone numbers, etc.

3. Users can request to be sent a notification 5 or 10 minutes before the time expires. They can extend the time on the meters remotely (with an additional \$.35 transaction fee). Time

cannot be extended beyond the limits allowed for each space (i.e. 2-hour meters could not be extended over that limit).

4. Meter attendants can bring up in their hand-held devices, the parking spaces that have been paid for using this App. Since it's the same vendor, they can readily switch from viewing the spaces that have been paid for by the App, and the feature on the hand-held to issue parking tickets. (Other vendors indicated that they could make their systems integrate with our hand-held devices, however, it would likely involve special programming.)

Costs to the City to implement the system would include:

1. Adding Internet access to the current hand-held devices (\$480 annually for each device)
2. Lease of a wand to change meter rates (\$550)

The current parking meter rates of \$.50 per hour for 2-hour meters and \$.25 per hour for 10-hour meters were effective July 1, 2013. Since July 1, 2013, the Consumer Price Index has increased by 34.4%. Staff proposed to increase these rates to \$.75 per hour for 2-hour meters and \$.40 per hour for 10-hour meters. This proposed increase will fund the inflationary cost increases since 2013 as well as the additional costs for the Parking App system (Internet service, etc.). (With most of the other systems, rate increases to \$1.00/hour for 2-hour and \$.50 for 10-hour meters would have likely been needed.)

At the October 9, 2024, In Depth meeting, there was a consensus of the City council to proceed with implementation of the mPay2Park system and to implement the rates proposed by staff. The City Council approved the agreement for the mPay2Park system at the October 17 meeting.

Section 7-9-6, of the City Code of Muscatine provides the Council may by Resolution from time to time establish the rates for parking or standing a vehicle in a designated space in an on-street parking zone and Section 7-9-7 provides the City Council may from time to time establish the parking rate for off-street parking meter spaces

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Upon approval of this Resolution, staff will begin the process of implementing the mPay2Park App, changing the meter rates, updating the meter rate plates, getting informational materials ready, and any other related tasks.

As a separate agenda item, Title 7, Chapter 9 - Parking Meters and Lots - will also be updated to allow for meter fees to be paid by a parking app, in addition to the current coin-only language.

CITY FINANCIAL IMPACT

There will be minimal additional expenses to the City for the mPay2Park Parking App. This includes adding Internet service to the hand-held parking enforcement devices (\$1,000 per year) and leasing a wand to change parking rates. The new meter rates will fund these additional costs and will also fund the Parking fund operating deficits budgeted for the last several years.

ATTACHMENTS

1. RESOLUTION - RATES FOR METERS-METER HOODS-ETC.11-7-24.REV (1).Inc City Atty Revisions (1)

RESOLUTION NO. 2024-0486

A Resolution Establishing Rates for Parking Meters and Parking Meter Hoods, Providing an Option for Parking Meter Fees to be Paid Electronically through a Parking App, and Changing Three Metered Spaces in Lot 7 to Leased Parking Spaces

WHEREAS, Section 7-9-6, of the City Code of Muscatine provides the Council may by Resolution from time to time establish the rates for parking or standing a vehicle in a designated space in an on-street parking zone and Section 7-9-7 provides the City Council may from time to time establish the parking rate for off-street parking meter spaces;

WHEREAS, the City Council desires to establish an option for parking meter fees to be paid electronically through a Parking App;

WHEREAS, the City Council finds an increase in the rates for parking meters and meter hoods will serve the public interest;

WHEREAS, the City Council desires to change three seldom-used metered parking spaces in Lot 7 to leased spaces;

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

1. Integrated Parking Management & Revenue Systems' mPay2Park App be implemented as an option for parking customers to pay parking meter fees.
2. The rate for ten (10) hour parking meters is established at \$0.40 per hour and the rate for two (2) hour parking meters is established at \$.75 per hour.
3. The convenience fee per transaction for parking customers using the mPay2Park App is to be paid by the parking customer (currently \$.35 per transaction).
4. The rate for parking meter hoods is established at \$5.00 per day.
5. Meters 7L115, 7L116, and 7L117 in Parking Lot 7 be removed and these spaces be changed to leased parking spaces.
6. All agreed upon changes and substitutions for existing language in City of Muscatine Code of Ordinances Title 7 Chapter 9 shall be altered or substituted in accordance with this resolution.
7. This resolution is effective upon its passage and approval.

8. Any resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

Passed and approved by City Council this 7th day of November, 2024

Brad Bark
Mayor

Attest:

Cinda Hilger
Deputy City Clerk



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolutions (7) Approving Internal Advances of Funds for Tax Increment Urban Renewal Projects

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-0468

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance Admin&Legal FY 25 for FY 26.Res 11-7-24 (1)

RESOLUTION NO 2024-0468

AUTHORIZING INTERNAL ADVANCE OF FUNDS FOR THE
2024-2025 URBAN RENEWAL ADMINISTRATION AND PROFESSIONAL
SUPPORT PROGRAM

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has undertaken the 2024-2025 Urban Renewal Administration and Professional Support Program (the “Program”) as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”) as set forth on Exhibit A hereto, in connection with the carrying out of such Program;

WHEREAS, in order to cover the Costs and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that Two Hundred Nineteen Thousand Dollars (\$219,000) be advanced from the General Fund (the “Advance”) in order to fund the Costs. The Advance shall be repaid to the General Fund, out of future incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment on or before June 1, 2026, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the full amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk

Exhibit A – Spreadsheet of Costs

City of Muscatine
TIF Administration and Economic Development-Related Staff Cost Worksheet
For FY 2025/2026 Budget

	<u>Budgeted Wages/Long. FY 2024/2025</u>	<u>Budgeted Benefits FY 2024/2025</u>	<u>Total Budgeted Employee Costs</u>	<u>Percent TIF/Economic Development</u>	<u>Allocated FY 2024/2025 TIF/Economic Development</u>
Personnel Costs:					
City Administrator	\$ 185,326	\$ 64,644	\$ 249,970	25%	\$ 62,493
Community Development Director	128,673	49,485	178,158	25%	44,540
Ass't Community Development Director	104,891	45,075	149,966	25%	37,492
Planner	71,013	13,461	84,474	10%	8,447
Finance Director	148,278	36,251	184,529	10%	18,453
Public Works Director	140,058	51,597	191,655	5%	9,583
City Engineer	104,609	29,480	134,089	5%	6,704
Communications Manager	74,384	39,364	113,748	16.67%	18,962
Total Staff Costs For TIF Administration and Economic Development			<u>\$ 1,286,589</u>		<u>\$ 206,673</u>
Prior Year Costs Funded by Internal Advance to be Repaid in FY 26 (Internal Advance November 2024):					12,309
Rounding/Misc.					18
Total Administrative and Professional Support					<u>\$ 219,000</u>
Portion from Downtown TIF					\$ 219,000.00
Portion from Other TIF					-
					<u>\$ 219,000.00</u>



City of Muscatine

ITEM NUMBER 2024-0469

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance Chamber FY25 for FY 26.Res 11-7-24 (1)

RESOLUTION NO 2024-0469

AUTHORIZING INTERNAL ADVANCE
OF FUNDS AND ECONOMIC DEVELOPMENT GRANT FOR GREATER
MUSCATINE CHAMBER OF COMMERCE AND INDUSTRY
SUPPORT PROGRAM

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider any or all of a series of factors; and

WHEREAS, the City has undertaken the Greater Muscatine Chamber of Commerce and Industry (the “Chamber”) Support Program (the “Program”) as an economic development urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”) in connection with the carrying out of such Program and providing funding support to the Chamber in its 2024 fiscal year; and

WHEREAS, in order to cover the Costs and to facilitate the use of future incremental property tax revenues for the funding of the Program, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of Forty-Three Thousand Dollars (\$43,000) be advanced (the “Advance”) from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one annual installment on or before June 1, 2026, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

- a) The Program will add diversity and generate new opportunities for the Muscatine and Iowa economies;
- b) The Program will generate public gains and benefits, which are warranted in comparison to the amount of the proposed Grant;

Section 3. The City Council further finds that a public purpose will reasonably be accomplished by making the Grant to the Chamber.

Section 4. The Grant in an amount not to exceed \$43,000 is hereby approved. The City staff are hereby authorized and directed to prepare any additional documentation, with the advice of bond counsel, as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Grant approved herein.

Section 5. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the original amount of the Advance.

Section 6. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0470

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance (Small Business) FY 25 for FY 26 Budget. Res 11-7-24 (1)

RESOLUTION NO 2024-0470

AUTHORIZING INTERNAL ADVANCE
OF FUNDS FOR SMALL BUSINESS FORGIVABLE LOAN PROGRAM

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized and undertaken the Small Business Forgivable Loan Program (the “Program”) as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”), by funding grants under the Program in the City’s 2025 fiscal year; and

WHEREAS, in order to cover the Costs of this Program and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred and Fifty Thousand Dollars (\$150,000) be advanced (the “Advance”) from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2026, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0471

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance (Downtown Facade) FY 25 for FY 26 Budget.Res 11-7-24 (1)

RESOLUTION NO 2024-0471

AUTHORIZING INTERNAL ADVANCE
OF FUNDS FOR THE DOWNTOWN FACADE IMPROVEMENTS
FORGIVABLE LOAN PROGRAM

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized and undertaken the Downtown Facade Improvements Forgivable Loan Program (the “Program”) as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”), by funding grants under the Program in the City’s 2025 fiscal year; and

WHEREAS, in order to cover the Costs of this Program and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred Thousand Dollars (\$100,000) be advanced (the “Advance”) from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2026, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0472

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance Wayfinding Program Years 2 and 3. Res 11-7-24 (1)

RESOLUTION NO 2024-0472

AUTHORIZING INTERNAL ADVANCE OF FUNDS FOR THE CITY WAYFINDING PROGRAM – YEARS 2 and 3

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has undertaken the City Wayfinding Program (the “Project”) as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”) in connection with the carrying out of such Project;

WHEREAS, in order to cover the Costs and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that Four Hundred and Nine-Eight Thousand Dollars (\$498,000) be advanced from the General Fund (the “Advance”) in order to fund the Costs for Years 2 and 3 of the City Wayfinding Program. The Advance shall be repaid to the General Fund, out of future incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in two installments, on or before June 1, 2025 and June 1, 2026, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the full amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2024-0473

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance - Forgivable Loan Muscatine Downtown Investors FY 25 for FY 26 Budget.Res 11-7-24 (1)

RESOLUTION NO 2024-0473

AUTHORIZING INTERNAL ADVANCE OF FUNDS FOR THE ECONOMIC
DEVELOPMENT FORGIVABLE LOAN TO MUSCATINE DOWNTOWN
INVESTORS, LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized an economic development forgivable loan to Muscatine Downtown Investors, LLC for demolition costs to assist the Developer in their construction of residential condominium units (the “Project”) as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”), by funding grants under the Program in the City’s 2025 fiscal year; and

WHEREAS, in order to cover the Costs of this Project and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred and Seven Thousand Dollars (\$107,000) be advanced (the “Advance”) from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2026, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0474

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are seven Internal Advance Resolutions to be certified prior to December 1, 2024:

1. Resolution Authorizing Internal Advance of Funds for the 2024-2025 Urban Renewal Administration and Professional Support Program
2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program
3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program
4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
5. Resolution Authorizing the Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3
6. Resolution Authorizing the Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC
7. Resolution Authorizing the Internal Advance of Funds for the Dredge Spoils Site Relocation Project

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the seven (7) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2025/2026 fiscal year, the following seven internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of \$219,000. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for administrative and professional support costs.
2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of \$43,000. Fiscal year 2025/2026 will be the 15th year the City has claimed TIF funds for the GMCCI economic development activities.
3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2025/2026 for an amount not to exceed \$150,000 for the 12th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facility enhancements in certain designated areas of the City.
4. Internal advance of \$100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2025/2026 is for the 6th year of this program.
5. Internal Advance of Funds for the City Wayfinding Program – Years 2 and 3. The estimated cost for Year 2 is \$248,000 and for Year 3 is \$250,000, for a total of \$498,000.
6. Internal Advance of Funds for the Economic Development Forgivable Loan to Muscatine Downtown Investors, LLC in the amount of \$107,000. The forgivable loan will reimburse Muscatine Downtown Investors, LLC for the \$100,000 of demolition costs for the building at 301-325 West Mississippi Drive. This loan will be forgiven when the developer completes construction of condominiums on this property.
7. Internal Advance of Funds for the Dredge Spoils Site Relocation Project. This internal advance is for \$400,000 of the estimated total project cost of \$1 million. The internal advance will be repaid with TIF funds on hand with the balance to be included in the spring 2026 bond issue.

In order to claim TIF funds for these purposes, resolutions are needed for each of the seven internal advance loans listed above. These seven internal advances total \$1,517,000. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance - Dredge Spoils Site Relocation Project for FY 25 and FY 26
Budget.Res 11-7-24 (1)

RESOLUTION NO 2024-0474

AUTHORIZING INTERNAL ADVANCE OF FUNDS FOR THE DREDGE
SPOILS DISPOSAL SITE RELOCATION PROJECT

WHEREAS, the City of Muscatine, Iowa (the “City”), has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized the Dredge Spoils Disposal Site Relocation project (the “Project”) as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the “Costs”), under the Program in the City’s 2025 fiscal year; and

WHEREAS, in order to cover the Costs of this Project and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of Four Hundred Thousand Dollars (\$400,000) be advanced (the “Advance”) from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in two installments, on or before June 1, 2026 and June 1, 2027, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2024, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 7th day of November 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolutions (14) for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016.

This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot

to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Wal-View #2.11-7-24
2. TIF Annual Approp Res Musco #2.11-7-24
3. TIF Annual Approp Res Harrison Lofts.11-7-24
4. TIF Annual Approp Res Riverview Hotel Dev.11-7-24
5. TIF Annual Approp Res HNI Corp.11-7-24
6. TIF Annual Approp Res White Distribution.11-7-24
7. TIF Annual Approp Res Hershey Bldg.11-7-24
8. TIF Annual Approp Res Oak Park.11-7-24
9. TIF Annual Approp Res Arbor Commons.11-7-24
10. TIF Annual Approp Res Fridley Theaters Outlot #1.11-7-24
11. TIF Annual Approp Res Colorado Senior Lofts.11-7-24

12. TIF Annual Approp Res Grandview Senior Lofts.11-7-24
13. TIF Annual Approp Res Steamboat Apts.11-7-24
14. TIF Annual Approp Res Love's.11-7-24

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Wal-View Developments Limited Company/GSTC Logistics, Inc. (Project #2)

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 City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$145,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. dated December 18, 2014; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$145,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Musco Sports Lighting (Project #2)

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 City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$58,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Musco Sports Lighting dated November 21, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$58,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Harrison Lofts, LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Highway 38 Northeast Urban Renewal Area as Amended (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$10,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Harrison Lofts, LLC dated October 20, 2016; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$10,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Riverview Hotel Development

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 City of Muscatine Iowa Reinvestment District Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$395,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Riverview Hotel Development dated June 1, 2017; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$395,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – HNI Corporation

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 City of Muscatine North University Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$106,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with HNI Corporation dated February 9, 2017; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$106,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – White Distribution & Supply LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine WDS Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$80,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with White Distribution & Supply LLC dated April 5, 2018; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$80,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Bush Development, LLC/Hershey Development, LLC - for the Hershey Building Project

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 City of Muscatine Hershey Building Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$80,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Bush Development, LLC/Hershey Development, LLC, dated May 2, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$80,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – JNB Oak Park LP

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 City of Muscatine Oak Park Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$27,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with JNB Oak Park, LP dated April 4, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$27,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – NPSW Enterprises, LLC (Arbor Commons)

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 City of Muscatine Arbor Commons Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$47,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Amended Development Agreement with NPSW, LLC dated September 16, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$47,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Fridley Theatres, Inc./Fridley Properties, LLC – Outlot #1

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 City of Muscatine Fridley Theater Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$13,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the Outlot development provisions in the City’s Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC originally dated June 21, 2012 and later amended March 18, 2021 and September 14, 2023; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$13,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Colorado Senior Lofts LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Colorado Senior Lofts Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$28,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Colorado Senior Lofts LLC dated February 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$28,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Grandview Senior Lofts LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$28,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Grandview Senior Lofts LLC dated February 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$28,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – JNB Family 1 LP

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 City of Muscatine Steamboat Apartments Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$12,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with JNB Family 1, LP dated March 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$12,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk

RESOLUTION _____

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Love’s Travel Stops & Country Stores, Inc.

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 City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$75,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Love’s Travel Stops & Country Stores, Inc. dated June 9, 2022; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$75,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Mayor

Attest:

City Clerk



City of Muscatine

ITEM NUMBER 2024-0495

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Wal-View Development Project.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Wal-View #2.11-7-24

RESOLUTION 2024-0495

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Wal-View Developments Limited Company/GSTC Logistics, Inc. (Project #2)

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 City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$145,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. dated December 18, 2014; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$145,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0496

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Musco Sports Lighting Project.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
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12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Musco #2.11-7-24

RESOLUTION 2024-0496

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Musco Sports Lighting (Project #2)

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 City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$58,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Musco Sports Lighting dated November 21, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$58,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0497

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Harrison Lofts, LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
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12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Harrison Lofts.11-7-24

RESOLUTION 2024-0497

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Harrison Lofts, LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Highway 38 Northeast Urban Renewal Area as Amended (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$10,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Harrison Lofts, LLC dated October 20, 2016; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$10,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0498

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Riverview Hotel Development

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Riverview Hotel Dev.11-7-24

RESOLUTION 2024-0498

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Riverview Hotel Development

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 City of Muscatine Iowa Reinvestment District Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$395,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Riverview Hotel Development dated June 1, 2017; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$395,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark ,Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0499

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- HNI Corporation

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res HNI Corp.11-7-24

RESOLUTION 2024-0499

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – HNI Corporation

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 City of Muscatine North University Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$106,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with HNI Corporation dated February 9, 2017; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$106,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0500

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- White Distribution & Supply LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res White Distribution.11-7-24

RESOLUTION 2024-0500

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – White Distribution & Supply LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine WDS Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$80,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with White Distribution & Supply LLC dated April 5, 2018; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$80,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0501

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Bush Development LLC/Hershey Development LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Hershey Bldg.11-7-24

RESOLUTION 2024-0501

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Bush Development, LLC/Hershey Development, LLC - for the Hershey Building Project

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 City of Muscatine Hershey Building Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$80,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Bush Development, LLC/Hershey Development, LLC, dated May 2, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$80,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0502

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- JNB Oak Park, LP

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Oak Park.11-7-24

RESOLUTION 2024-0502

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – JNB Oak Park LP

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 City of Muscatine Oak Park Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$27,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with JNB Oak Park, LP dated April 4, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$27,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0503

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations-
NPSW Enterprises, LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Arbor Commons.11-7-24

RESOLUTION 2024-0503

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – NPSW Enterprises, LLC (Arbor Commons)

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 City of Muscatine Arbor Commons Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$47,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Amended Development Agreement with NPSW, LLC dated September 16, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$47,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0504

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations-Fridley Theatres Outlot #1

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Fridley Theaters Outlot #1.11-7-24

RESOLUTION 2024-0504

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Fridley Theatres, Inc./Fridley Properties, LLC – Outlot #1

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 City of Muscatine Fridley Theater Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$13,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the Outlot development provisions in the City’s Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC originally dated June 21, 2012 and later amended March 18, 2021 and September 14, 2023; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$13,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0505

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Colorado Senior Lofts LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Colorado Senior Lofts.11-7-24

RESOLUTION 2024-0505

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Colorado Senior Lofts LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Colorado Senior Lofts Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$28,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Colorado Senior Lofts LLC dated February 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$28,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0506

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Grandview Senior Lofts, LLC

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Grandview Senior Lofts.11-7-24

RESOLUTION 2024-0506

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Grandview Senior Lofts LLC

WHEREAS, the City of Muscatine, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$28,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Grandview Senior Lofts LLC dated February 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$28,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0507

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- JNB Family 1 NP (Steamboat Apartments)

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed \$145,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
2. Resolution providing for the appropriation of an amount not to exceed \$58,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2025.
3. Resolution providing for the appropriation of an amount not to exceed \$10,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2025.
4. Resolution providing for the appropriation of an amount not to exceed \$395,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2025.
5. Resolution providing for the appropriation of an amount not to exceed \$106,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2025.
6. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2025.

7. Resolution providing for the appropriation of an amount not to exceed \$80,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2025.
8. Resolution providing for the appropriation of an amount not to exceed \$27,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2025.
9. Resolution providing for the appropriation of an amount not to exceed \$47,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2025.
10. Resolution providing for the appropriation of an amount not to exceed \$13,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2025.
11. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
12. Resolution providing for the appropriation of an amount not to exceed \$28,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2025.
13. Resolution providing for the appropriation of an amount not to exceed \$12,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2025.
14. Resolution providing for the appropriation of an amount not to exceed \$75,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 7th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 7th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2025/2026 rebate will for the 4th annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriation. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots

was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Steamboat Apts.11-7-24

RESOLUTION 2024-0507

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – JNB Family 1 LP

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 City of Muscatine Steamboat Apartments Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$12,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with JNB Family 1, LP dated March 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$12,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0508

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution for Annual Appropriation for Tax Increment Financing (TIF) Rebate Obligations- Love's Travel Stops & Country Stores, Inc

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fourteen (14) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fourteen resolutions approving annual appropriations for TIF rebates for this agenda item:

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STAFF RECOMMENDATION

Staff recommends the approval of the fourteen (14) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2025. These total to an amount not to exceed \$1,104,000.

BACKGROUND/DISCUSSION

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 9th annual rebate under this agreement.

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The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2025/2026 rebate will be the 5th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2025/2026 rebate will be the 4th annual rebate under this agreement.

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was increased to 75% with the September 14, 2023, amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2025/2026 rebate will be for the 3rd annual rebate for Outlot #1.

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The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 50% tax rebates for this project. The fiscal year 2025/2026 rebate will be the 2nd annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by the City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Love's.11-7-24

RESOLUTION 2024-0508

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Love’s Travel Stops & Country Stores, Inc.

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 City of Muscatine Southend Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed \$75,000 (the “Annual Payment”) which shall come due in the fiscal year beginning July 1, 2025 with respect to the City’s Development Agreement with Love’s Travel Stops & Country Stores, Inc. dated June 9, 2022; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2025;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed \$75,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2025.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City’s December 1, 2024 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 7, 2024.

Brad Bark, Mayor

Attest:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0485

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the City; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code.

EXECUTIVE SUMMARY

Internal Revenue Service regulations require that cities identify projects that may be financed in whole or in part through the issuance of general obligation bonds. The City is undertaking the dredge spoils site relocation project at an estimated cost of \$1 million. This project will be partially funded from an Internal Advance funded from TIF funds (\$400,000). The estimated balance of project costs (\$600,000) will be included in the spring 2026 bond issue with the annual debt service requirements on this portion of the bond issue funded from future tax increment funds.

This Resolution identifies \$600,000 of dredge spoils site relocation project costs for funding from the City's next bond issue scheduled for the spring of 2026.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

BACKGROUND/DISCUSSION

The City traditionally issues bonds every other year. A full list of the projects to be funded from the spring 2026 issue has not yet been determined. Internal Revenue Service regulations, however, require that cities identify projects that may be financed in whole or in part through the issuance of general obligation bonds prior to incurring project costs (other than engineering, etc.).

The City is undertaking the dredge spoils site relocation project at an estimated cost of \$1 million. This project will be partially funded from an Internal Advance funded from TIF funds (\$400,000). The estimated balance of project costs (\$600,000) will be included in the spring 2026 bond issue with the annual debt service requirements on this portion of the bond issue

funded from future tax increment funds. This Resolution identifies \$600,000 of dredge spoils site relocation project costs to be funded from the City's next bond issue scheduled for the spring of 2026. This Resolution includes the following project:

Dredge Spoils Disposal Site Relocation Project	\$600,000
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The above amount may vary from the estimate shown based on actual bids received for the project.

CITY FINANCIAL IMPACT

This project will not impact the City's operating budget, since it will be funded from Tax Increment funds. Relocating the dredge spoils disposal site will allow for the former site to be used by a developer to construct a multi-use building including residential units with commercial units on the ground floor.

ATTACHMENTS

1. BOND FIN RES - 2026 ISSUE.11-7-24

RESOLUTION NO. 2024-0485

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY THE CITY OF MUSCATINE, IOWA; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council (the “Council”) of the City of Muscatine, Iowa, (the “City”) as follows:

1. Recitals

(a) The Internal Revenue Service has issued Section 1.103-18 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing, that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within one year of the payment of the expenditure or, if longer, within one year of the date the project is placed in service, and that the expenditure be a capital expenditure.

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration

(a) The City proposes to undertake the projects described on Exhibit A attached hereto.

(b) Other than (i) expenditures to be paid or reimbursed from sources other than a borrowing or (ii) expenditures permitted to be reimbursed pursuant to the transition provision of Section 1.103-18(1)(2) of the Regulations or (iii) expenditures constituting preliminary expenditures as defined in Section 1.103-18(i)(2) of the Regulations, no expenditures for the foregoing projects as identified on Exhibit A have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution.

(c) The City reasonably expects to reimburse the expenditures made for costs of the designated projects out of the proceeds of debt (the “Bonds”) to be incurred by the City after the date of payment of all or a portion of the costs. All reimbursed expenditures shall be capital expenditures as defined in Section 1.150-1(h) of the Regulations.

(d) This declaration is a declaration of official intent adopted pursuant to Section 1.103-18 of the Regulations.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

4. Filing. This resolution shall be filed within 30 days of its adoption in the publicly available official books and records of the City. This resolution shall be available for inspection at the office of the City Clerk at the City Hall (which is the main administrative office of the City) during normal business hours of the City on every business day until the date of issuance of the Bonds.

5. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Adopted this 7th day November, 2024.

Brad Bark, Mayor

ATTEST:

Cinda Hilger, Deputy City Clerk

EXHIBIT A

<u>PROJECT</u>	<u>APPROXIMATE AMOUNT</u>
Dredge Spoils Disposal Site Relocation Project	\$600,000



City of Muscatine

ITEM NUMBER 2024-0480

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Approving Contract and Bond with Park Associates dba Park Planet for the Pocket Park Playground Development for \$73,180.00 as Part of the Ignite Vitality: Mulberry, a Neighborhood Revitalization Project.

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution approving a contract and bond with Park Associates dba Park Planet for \$73,180.00 to develop a pocket park as part of Ignite Vitality: Mulberry. City Council awarded the contract to Park Planet at the October 17 meeting.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution to approving the contract and bond for the park.

BACKGROUND/DISCUSSION

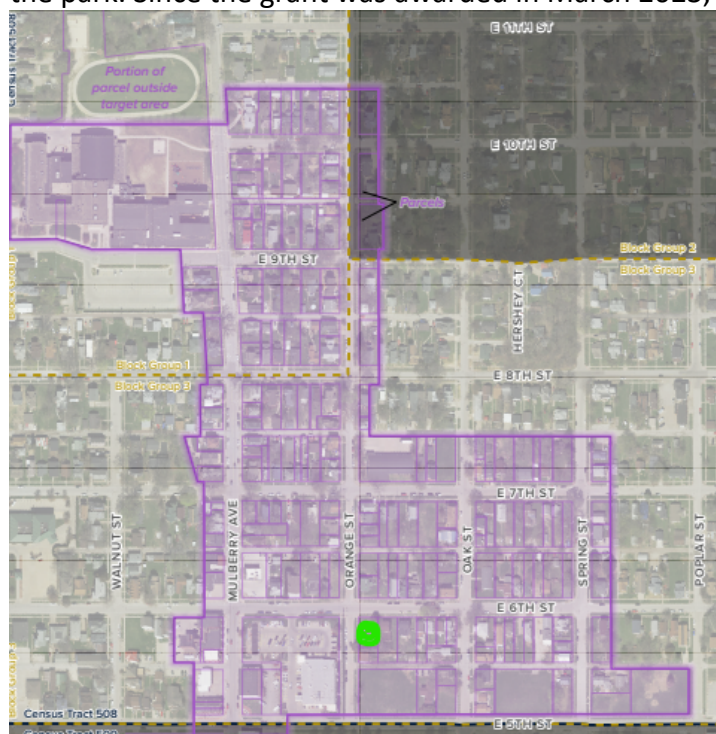
Following the 2021 Housing Summit, Iowa Economic Development Authority (IEDA) Director Debbie Durham contacted the Housing Council and asked that we develop a pilot project focused on revitalizing a block that was 1) near downtown; 2) would have a high visibility impact; and 3) would be replicable in other communities. After a number of discussions with IEDA staff, the target area was established to include a portion of Census Tract 508 between 5th and 8th streets on the north and south and Cedar and Poplar streets on the east and west, as shown on the map below.

In addition, the range of plans was revised to include:

- housing repairs,
- removal of derelict properties,
- commercial façade upgrades, and
- infrastructure projects such as:
 - living streets,
 - sidewalk improvements,

- a pocket park,
- publicly available Wi-Fi, and
- street trees.

The project is primarily funded through the Community Development Block Grant program, which requires a 20% local match being provided by the Community Foundation, MCSA, the City, and a forgivable loan from the Nuisance and Abandoned Property Program. In addition, Rotary has given the project a \$5,000 grant to incorporate accessory/sensory components into the park. Since the grant was awarded in March 2023, the project team has been working on



compliance requirements that had to be completed before procurement and physical work could begin. We have now issued a number of requests for proposals (RFP) and are ready to award contracts.

This summer an RFP for development of the pocket park, to be located at the southeast corner of 6th and Orange streets (identified in green on map), was issued and five responses were received with Park Planet being the lowest responsive and responsible bid at \$73,981.

Subsequent to a review of the proposal by Parks and Recreation staff it was recommended the timber

border be removed from the project, and the proposal was revised for a new price of \$73,180.

The selection committee worked with Park Planet to finalize the playground components and narrowed the playground color pallet. We provided a poster of the color selections to the art teacher at Jefferson Elementary School for the kids to select the final color. As the activity was taking place the week of October 28, the art teacher was also able to talk with the children about voting and having a voice in their community.

CITY FINANCIAL IMPACT

There is no financial impact to the general fund to award this contract. All funding from the park is from CDBG and the Rotary grant. All match funds required for the overall project have already been committed.

ATTACHMENTS

1. Resolution Approve Park Contract 11-7-24 (1)
2. Park Contract - V2
3. Park Planet Response
4. Park Planet Mulberry Pocket Park Quote Revised
5. Park Contract Attachments B-D
6. Poster - Color Choices

RESOLUTION NO. 2024-0480

**A RESOLUTION APPROVING CONTRACT AND BOND FOR A POCKET PARK
AS PART OF IGNITE VITALITY: MULBERRY**

WHEREAS, at their October 17, 2024, meeting City Council awarded the contract for the pocket park planned as part of Ignite Vitality: Mulberry to Park Associates dba Park Planet for \$73,180; and

WHEREAS, Council 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 have been examined by Council;

NOW, THEREFORE, BE IT RESOLVED that the Muscatine City Council hereby approves:

1. The contract between the City of Muscatine and Park Associates dba Park Planet, dated the 7th day of November, 2024, in the amount of \$73,180.
2. The performance bond accompanying such contract, where in Park Associates dba Park Planet appears as principal and Travelers Casualty and Surety Company of America appears as surety.

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

PASSED, APPROVED AND ADOPTED this 7th day of November 2024.

BRAD BARK, MAYOR
CITY OF MUSCATINE, IOWA

CINDA HILGER, DEPUTY CITY CLERK

**CONTRACT FOR DEVELOPMENT OF THE
MULBERRY NEIGHBORHOOD POCKET PARK
BY AND BETWEEN
CITY OF MUSCATINE AND PARK PLANET**

THIS AGREEMENT is made and entered into this 7th day of October, 2024, by and between the City of Muscatine, Iowa, hereinafter referred to as “City” and Park Associates dba Park Planet, hereinafter referred to as “Contractor”.

WITNESSETH

That the Contractor and the City for the consideration herein mutually agree as follows:

ARTICLE 1. Statement of work. The contractor shall furnish all supervision, technical, personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services and perform all work required for the construction of the “Mulberry Neighborhood Pocket Park” located at 6th and Orange streets in Muscatine, Iowa, all in accordance with the Proposal as submitted by Park Planet.

ARTICLE 2. The City will pay the contractor for the performance of the contract, from funds legally available for that purpose. Upon substantial completion of the project, payment of ninety (90) percent of the contract price, including materials, subject to approval of the City. Payment of the balance of ten (10) percent due to the Contractor will be made not earlier than 30 days from the final acceptance of said work by the City.

The Contractor shall provide surety bond equal to 100% of the contract price and shall guarantee the products for the time as specified in the proposal.

The contract amount is not to exceed \$73,180,

ARTICLE 3. The proposal is incorporated into the contract as Attachment A.

ARTICLE 4. Contractor hereby agrees to comply with CDBG regulatory requirements as provided in Attachment B “Required Contract Language and Provisions”, Attachment C “Intent to Comply with Section 3 Requirements” and Part 2 “Section 3 Clause), and Attachment D “General Decision Number IA20240081 01/05/2024”.

ARTICLE 5. This Agreement may be terminated:

- a. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by Contractor, cause includes, but is not limited to, failure by City to pay undisputed amounts owed to Contractor within 120 days of invoice and delay or suspension of Contractor’s services for more than 120 days for reasons beyond Contractor’s cause or control; or,
- b. For convenience by City upon 7 days written notice to Contractor.
- c. In the event of termination by City for convenience or by Contractor for cause, the City shall be obligated to the Contractor for payment of amounts due and owing including payment for

services performed or furnished to the date and time of termination. Contractor shall deliver and City shall have, at its sole risk, right of use of any completed or partially completed deliverables.

- d. In event of termination by City for cause and in addition to any other remedies available to City, Contractor shall deliver to City and City shall have right of use of any completed or partially completed deliverable. City shall compensate Contractor for all undisputed amounts owed Contractor as of date of termination.

THIS AGREEMENT, together with all other documents enumerated or referenced above, form the entire contract between the parties hereto. In the event that any component part is determined not to comply with federal, state or local policies, regulations and law it shall not affect applicability or enforcement of all other parts.

Contract shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed effective on the date and year first written above.

City of Muscatine

Park Associates dba Park Planet

Dr. Brad Bark, Mayor

Cynthia Cooper, CEO

Attest:

Cinda Hilger, Deputy City Clerk

Park Planet



Mulberry Park

Muscataine, IA

Karen Sherman
Direct: 319-270-4775
Email: Karen@parkplanet.com

415 Elm St
Red Bluff, CA 96080

www.parkplanet.com

O: 877.743.7619
F: 530.246.0518

City of Muscatine
Mulberry Playground Project
Submittal Form

Your submitted information represents your organizations proposal to complete the City of Muscatine's Mulberry Playground Project as specified herein. It is understood that this includes, but is not limited to, all costs associated with all facets of playground development including delivery, storage, site preparation, play units, play unit installation, safety surfacing and safety surfacing site preparation and installation. It is also understood that your proposal(s) will meet all federal, state and local codes, including, but not limited to, the Americans with Disabilities Act.

Name of Organization: Park Associates Inc. dba Park Planet

Address: 415 Elm St.

Red Bluff CA 96080

Phone Number: 319-270-4775

Contact Person: Karen Sherman, Iowa Territory Manager

E-Mail: karen@parkplanet.com

Authorized Signature: 

Date: 8/6/2024

All proposals must be delivered to City of Muscatine Finance Department, 215 Sycamore Street, Muscatine, IA 52761, by June 3:00 p.m. August 9, 2024.

City of Muscatine
Mulberry Playground Project
Submittal Form

1. Project Lump Sum Fee = \$ \$73,981.00
2. If awarded this project, when would your firm start the project? It depends when the equipment is ordered. Current lead time for equipment is 6-8 weeks. If weather permits we could install it this Fall.
3. If awarded this project, when would your firm expect the project to be completed? It depends on when the equip. is ordered. Lead time is 6-8 weeks, 1 week to install equipment and 3 days to install the surface. We would love to install this for you this Fall.
4. Did you include references as required? Yes X No
5. Please explain any services not previously mentioned that your organization can provide to contribute to the success of this project: Design services - we are happy to meet with your stake holders to tweak this design to meet your needs-we can change the play events or colors. We will work with the City staff and communicate throughout project from design changes to equipment delivery and installation.
6. Contractor acknowledges Section 3 Clause and its applicability to project?

Yes X No
7. Proposal meets the requirements of the Americans with Disabilities Act?

Yes X No
8. What are the accessibility/sensory components included in your proposal? Cost?
Freestanding Composer music panel and inclusive mosaic panel \$5,391 does not include installation. On the structure there is a steering wheel \$387 for imaginative play and a play seat \$301 for social play, not including installation.

Your submitted information represents your organizations proposal to complete the City of Muscatine's Mulberry Playground Project as specified herein. It is understood that this includes, but is not limited to, all costs associated with all facets of playground development including delivery, storage, site preparation, play units, play unit installation, safety surfacing and safety surfacing site preparation and installation. It is also understood that your proposal(s) will meet all federal, state and local codes, including, but not limited to, the Americans with Disabilities Act.

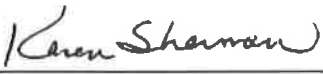
Name of Organization: Park Associates dba Park Planet

Address: 415 Elm St

Red Bluff CA 96080

Phone Number: 319-270-4775

Contact Person: Karen Sherman, Iowa Territory Manager

Authorized Signature: 

Date: 6-26-24

All proposals must be delivered to City of Muscatine Finance Department, 215 Sycamore Street, Muscatine, IA 52761, by June 3:00 p.m. June 27, 2024.



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q24-3090

Mulberry Park

Mulberry Park

Bill To:

City of Muscatine
215 Sycamore St
Muscatine IA 52761
United States

Quote Date: 06/25/2024

Quote Expires: 07/25/2024

Terms: Net 30dys / Shipment

Quote Total: \$73,981.00

Contact Name	Contact Phone	Contact Email	Sales Rep	Sales Rep Email
Richard Klimes	+15632630241	rklimes@muscatineiowa.gov	Karen Sherman	karen@parkplanet.com

Description	Vendor	Qty	Rate	Amount
PR-R35 Custom Round 3.5 Steel Play System..SN: R35A5FB6A	Playcraft Systems, Inc	1	\$19,235.00	\$19,235.00
PR-R5 Custom Round 5 Steel Play System..SN: PLAY PANELS	Playcraft Systems, Inc	1	\$5,334.00	\$5,334.00
PlayCraft Freight	Playcraft Systems, Inc	1	\$3,125.00	\$3,125.00
Install - MW Installation of above playground equipment.	Rushing Construction	1	\$19,714.00	\$19,714.00
Install - MW Provide and install 864 SF of Perma Play poured in place surfacing per critical requirements.	Pro-Techs Surfacing, LLC	1	\$21,599.00	\$21,599.00
2BY2408 8" Border Timber w/ 20" Steel Spike 52"L x 4"W x 8"H Does not include installation of the borders.	2by2 Industries, LLC	16	\$27.00	\$432.00
2B2IF 2 by 2 Industries Freight	2by2 Industries, LLC	1	\$369.00	\$369.00
Install - MW Excavation of area 6" depth, 29'x27' prior to equipment installation. Install 4" crushed aggregate prior to poured in place rubber installation.		1	\$4,173.00	\$4,173.00



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q24-3090

Mulberry Park
Mulberry Park

Description	Vendor	Qty	Rate	Amount
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EXCLUSIONS

Location/Marking of utility, plumbing and irrigation lines
Offloading and storage of equipment
Moving equipment from storage site to construction site
Site preparation not specifically stated
Drainage Consideration
Landscape/Hardscape repair based on access route
Site security including security fencing

By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: additional mobilizations due to delays or layout conflicts, conditions unforeseen and/or not disclosed at time of estimate, repairing unmarked underground utilities and pipes. Site Conditions Prior to Installation: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.

Subtotal	\$73,981.00
Tax Total (%)	\$0.00
Total	\$73,981.00

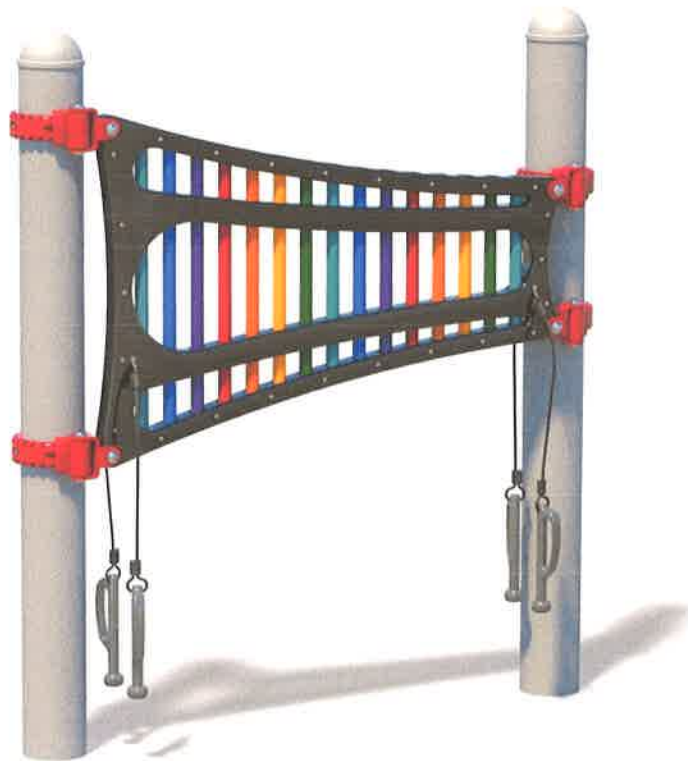
A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.



MUSIC COMPOSER

S-16520

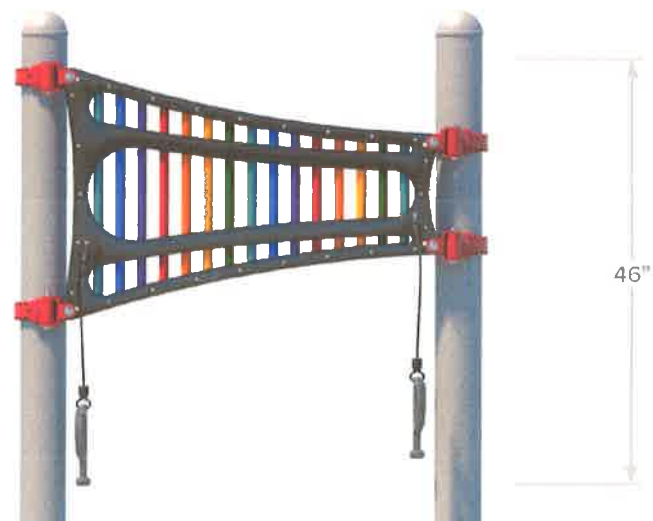
The Composer Instrument Panel grants kids the opportunity to compose music and express themselves. This 15-note chime instrument will be sure to brighten your playground with its fun rainbow color chimes, while also bringing a joyous sound to all that encounter it.

Age Range: All Ages
Size: 52" x 7" (1.3m x 0.2m)
Height: 46" (1.2m)

Top View



Side View



1-800-333-8519
www.playcraftsystems.com



References and nearby sites you can visit to see equipment:

Wilton Community School District

Jamie Meyer, Principal

jamiemeyer@wiltoncsd.org

563-732-2880 ext 5035

We designed, provided and installed all of the playgrounds and surfacing at Wilton Elementary

Tipton Community School District

Loren Mohr, Facilities director

loren.mohr@tipton.k12.ia.us

563-886-6121 ext 1105

We designed, provided and installed all of the playgrounds and surfacing at Tipton Elementary.

Bettendorf Community School District

Curt Pratt, Director of operations

curtpratt@bettendorf.k12.ia.us

563-332-8600

We have designed, provided and installed playgrounds and surfacing at:

Grant Wood Elementary

Herbert Hoover Elementary

Paul Norton Elementary

City of West Branch

Melissa Russell

melissa@westbranchiowa.org

319-930-0393

We designed, provided and installed playground equipment and surfacing (wood fiber) at Cubby Park in West Branch.

City of Coralville
Sherri Proud, Director of Parks and Recreation
sproud@coralville.org
319-248-1750

We designed, provided and installed playground equipment at Coralville Creekside Ballpark a few years ago and are currently installing a large playground at North Ridge Park in Coralville.

Miracle League of Dubuque, City of Dubuque
Merle Santjer
Merle.Santjer@ceterawealth.com
563-590-6365

Miracle League of Dubuque is one of our biggest projects in Iowa and includes PlayCraft equipment, poured in place surfacing, multiple shades, tables and benches.

Western Dubuque Community School
Dan Wendler, Principal
Dan.Wendler@wdbqschools.org
319-560-8815

We designed, provided and installed new playground in 2022 and again in 2023 at Cascade Elementary school.

We have installed dozens of playgrounds throughout Iowa with PlayCraft equipment. I can provide a longer list and you can visit <https://www.playcraftsystems.com/map> for a map that shows many of them.

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems[®] is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems[®] warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems[®] further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY- FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff[™] coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems[®]. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems[®] warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems[®]; (2) have been maintained and inspected in accordance with Playcraft Systems[®] maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems[®] shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

FIVE (5) YEAR LIMITED WARRANTY

on all Play-Cord[™] and Net-Effects[™] cables and connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System[®] powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects[™] rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts, and their integrated components, and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems[®] shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems[®] shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems[®] shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS[®] IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS[®] NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems[®], 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems[®] reserves the right to change, modify or discontinue certain products without notice. (Rev. R)

MULBERRY PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE					
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES	
5	5/3	0/0	2/2	2/2	
CHILD CAPACITY	43	MAX FALL HEIGHT	48		

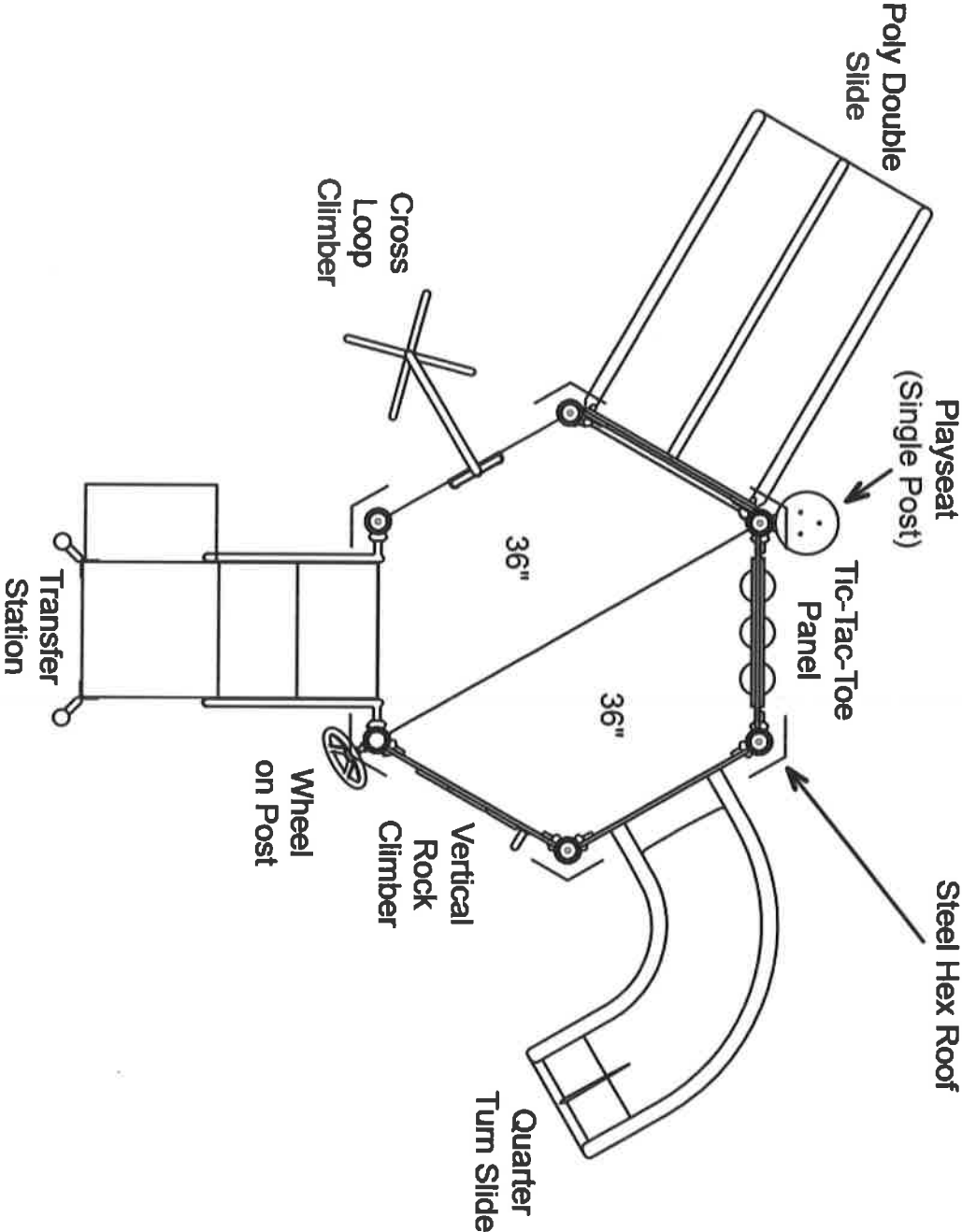
R35

FOR KIDS
AGES
2-5

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # R35C7358A
PROJECT # PPT1249E4B9A-1
DATE 6/25/2024

Park Planet
MIN. USE ZONE 29' x 26' (8.782m x 7.91m)



ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	2/0	1/0
CHILD CAPACITY	4	MAX FALL HEIGHT	0	

R5

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

Composer
Music Panel
Inclusive
Mosaic Panel



STRUCTURE # R504FBC3A
PROJECT # PPT249E4B9A-1
DATE 6/25/2024

Park Planet
MIN. USE ZONE 0' x 0' (0m x 0m)



MULBERRY PARK SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE				
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0/0	4/2	3/2

Mixed
Types

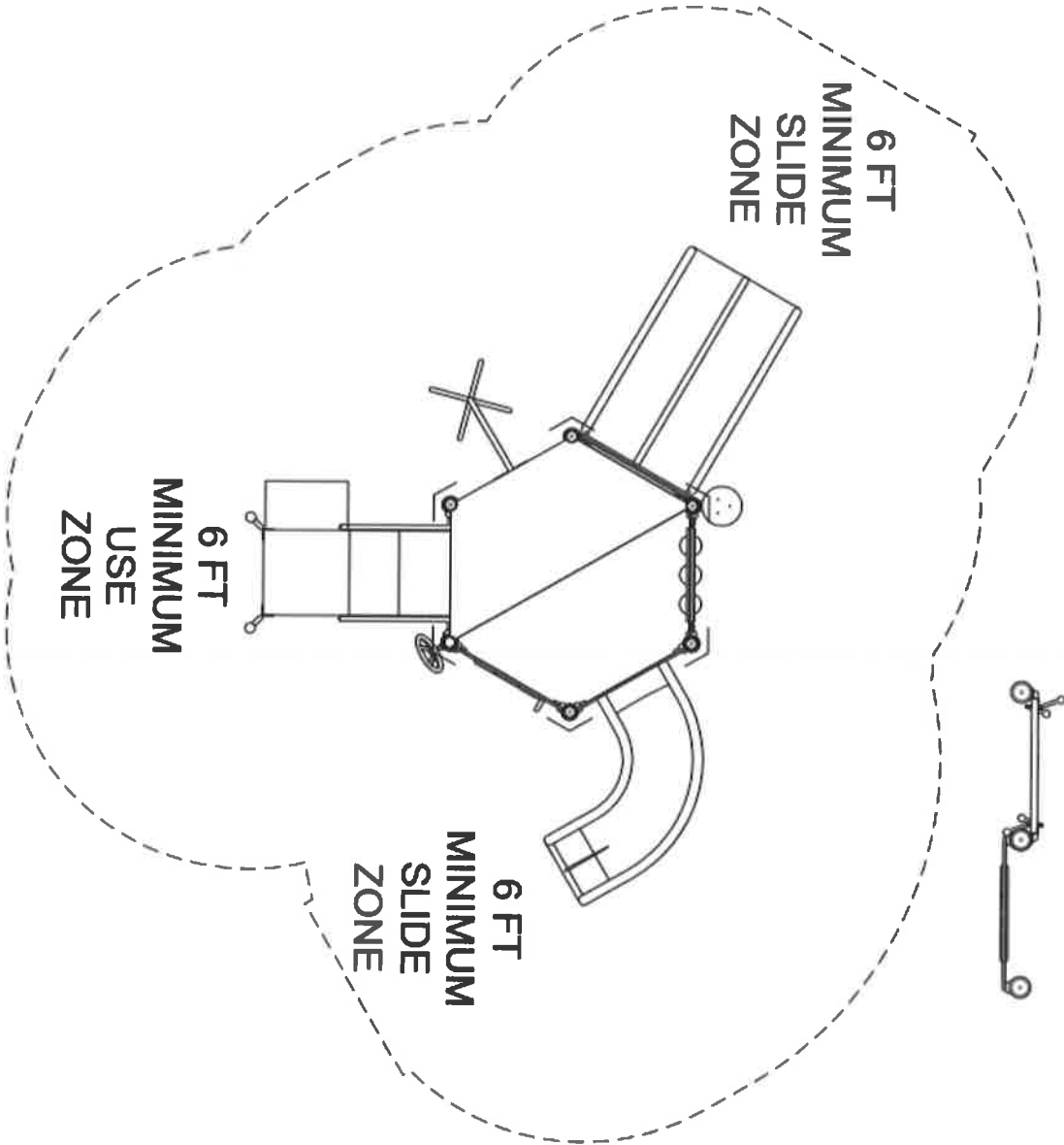
FOR KIDS
AGES
[Mixed]

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

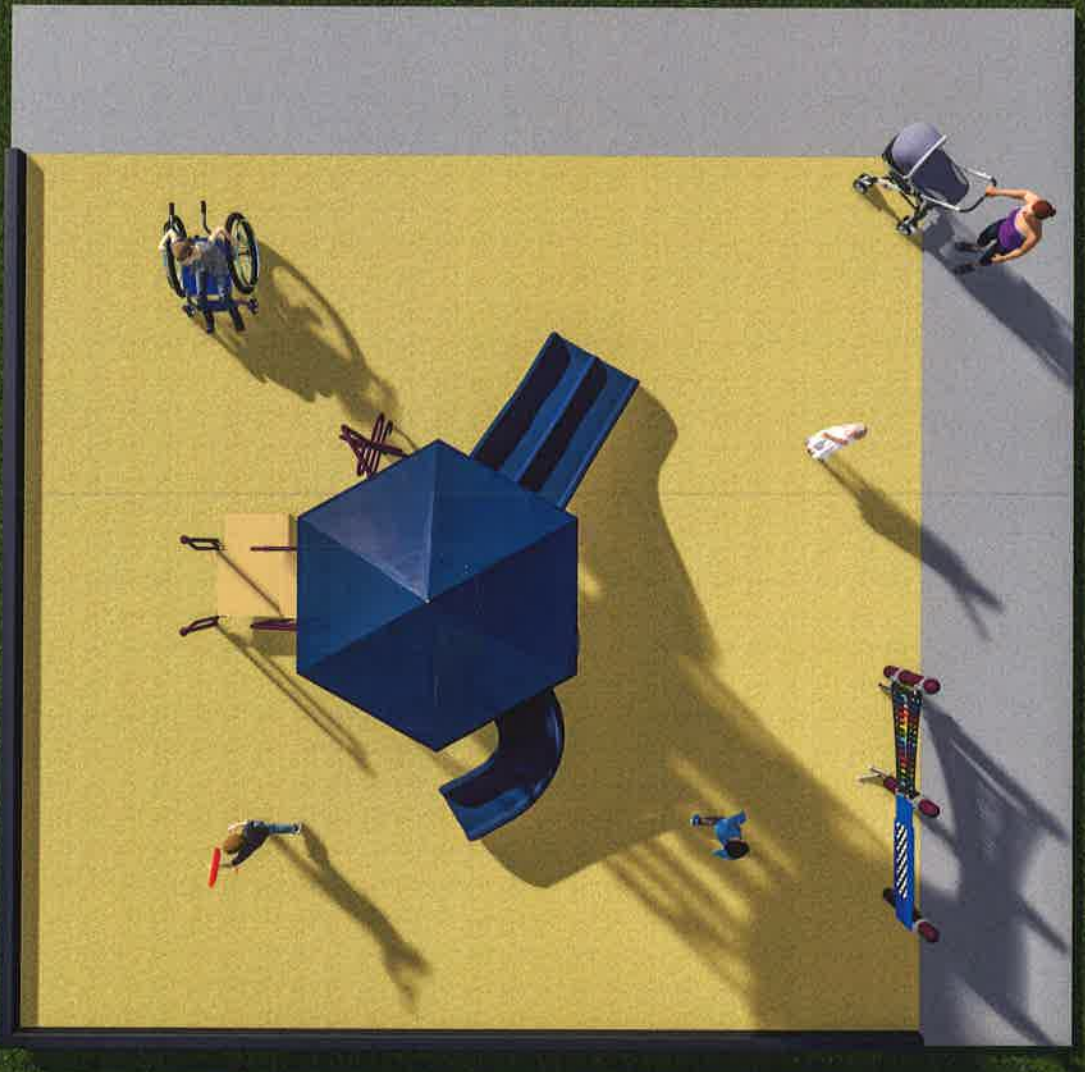
WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # PPT249E4B9A-1
DATE 6/25/2024

Park Planet
MIN. USE ZONE 29' x 27' (8.788m x 8.128m)





- POWDER COAT 1: Sweet Plum
- POWDER COAT 2: Gull Gray
- POWDER COAT 3: Crater Lake Blue
- PLAY TURF: Driftwood Tan
- PLASTIC 1: Crater Lake Blue
- PLASTIC 2: Driftwood Tan
- PLASTIC 3: Pacific Blue

Park Planet

Mulberry Park



Park Planet

Mulberry Park

- POWDER COAT 1: Sweet Plum
- POWDER COAT 2: Gull Gray
- POWDER COAT 3: Crater Lake Blue
- PLAY TUFF: Driftwood Tan
- PLASTIC 1: Crater Lake Blue
- PLASTIC 2: Driftwood Tan
- PLASTIC 3: Pacific Blue



Park Planet

Mulberry Park

- POWDER COAT 1: Sweet Plum
- POWDER COAT 2: Gull Gray
- POWDER COAT 3: Crater Lake Blue
- PLAY TUFE: Driftwood Tan
- PLASTIC 1: Crater Lake Blue
- PLASTIC 2: Driftwood Tan
- PLASTIC 3: Pacific Blue



MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



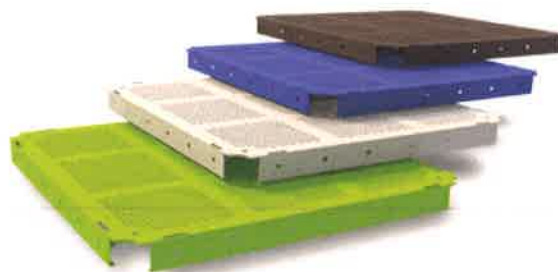
HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



METALUXE™ Signature Powder-coat Colors



PLAY-TUFF™ Coating Colors



Powder-coat Colors



Roto-molded Plastic Colors



Solid HDPE Colors Layered HDPE Colors



Thermoplastic Coating Colors



Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors





Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q24-4183

Mulberry Park

Mulberry Park

Bill To:

City of Muscatine
215 Sycamore St
Muscatine IA 52761
United States

Quote Date: 10/04/2024

Quote Expires: 11/03/2024

Terms: Net 30dys / Shipment

Quote Total: \$73,180.00

Contact Name	Contact Phone	Contact Email	Sales Rep	Sales Rep Email
Richard Klimes	+15632630241	rklimes@muscatineiowa.gov	Karen Sherman	karen@parkplanet.com

Description	Vendor	Qty	Rate	Amount
PR-R35 Custom Round 3.5 Steel Play System..SN: R35A5FB6A	Playcraft Systems, Inc	1	\$19,235.00	\$19,235.00
PR-R5 Custom Round 5 Steel Play System..SN: PLAY PANELS	Playcraft Systems, Inc	1	\$5,334.00	\$5,334.00
PCF	Playcraft Systems, Inc	1	\$3,125.00	\$3,125.00
Install Installation of above playground equipment.	Rushing Construction	1	\$19,714.00	\$19,714.00
Install Provide and install 864 SF of Perma Play poured in place surfacing per critical requirements.	Pro-Techs Surfacing, LLC	1	\$21,599.00	\$21,599.00
Install Excavation of area 6" depth, 29'x27' prior to equipment installation. Install 4" crushed aggregate prior to poured in place rubber installation.		1	\$4,173.00	\$4,173.00

EXCLUSIONS

Location/Marking of utility, plumbing and irrigation lines
Offloading and storage of equipment
Moving equipment from storage site to construction site
Site preparation not specifically stated
Drainage Consideration
Landscape/Hardscape repair based on access route
Site security including security fencing

By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: additional mobilizations due to delays or layout conflicts, conditions unforeseen and/or not disclosed at time of estimate, repairing unmarked underground utilities and pipes. Site Conditions Prior to Installation: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q24-4183

Mulberry Park
Mulberry Park

Subtotal	\$73,180.00
Tax Total (%)	\$0.00
Total	\$73,180.00

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.

REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

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

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

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

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

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

☐

Yes

☐

No

If yes, please estimate the number of hours to be completed on the project by all workers: _____

2. Is your business a Section 3 Business?

☐

Yes

☐

No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

☐

Yes

☐

No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐

Yes

☐

No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

☐

Yes

☐

No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor Address

Print Name

Title

Signature

Date

Section 3 Clause

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.

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

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

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

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

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3

Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

The City of Muscatine is an EEO Employer. MBE/WBE firms are urged to respond.

"General Decision Number: IA20240081 01/05/2024

Superseded General Decision Number: IA20230081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number Publication Date
0 01/05/2024

SUIA2023-001 02/01/2023

	Rates	Fringes
BRICKLAYER (BRICKLAYER/STONE MASON)		
ZONE 1.....	\$ 34.00	17.62
ZONE 2.....	\$ 34.00	17.62
ZONE 3.....	\$ 34.00	17.62
ZONE 4.....	\$ 32.75	16.09
ZONE 5.....	\$ 29.65	16.09
Carpenter & Piledrivermen		
ZONE 1.....	\$ 31.27	15.83
ZONE 2.....	\$ 29.80	15.98
ZONE 3.....	\$ 29.68	15.98
ZONE 4.....	\$ 29.20	13.30
ZONE 5**.....	\$ 28.15	11.70
CONCRETE FINISHER		
ZONE 1.....	\$ 29.55	13.10
ZONE 2.....	\$ 29.55	13.10
ZONE 3.....	\$ 29.55	13.10
ZONE 4.....	\$ 27.70	9.20
ZONE 5.....	\$ 26.65	9.20
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3.....	\$ 36.40	14.80
ZONE 4.....	\$ 35.10	13.80
ZONE 5.....	\$ 33.45	13.05
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 32.25	14.85
ZONE 2.....	\$ 30.16	15.30
ZONE 3.....	\$ 30.16	15.45
ZONE 4.....	\$ 28.00	14.50
ZONE 5**.....	\$ 26.15	13.70
LABORER		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.82	12.01
GROUP AA.....	\$ 27.20	12.01
GROUP B.....	\$ 22.97	12.01
GROUP C.....	\$ 19.89	12.01
ZONE 4		
GROUP A.....	\$ 23.12	11.32
GROUP AA.....	\$ 25.12	11.32
GROUP B.....	\$ 21.55	11.32
GROUP C.....	\$ 18.92	11.32

ZONE 5

GROUP A.....	\$ 23.52	9.87
GROUP AA.....	\$ 25.52	9.87
GROUP B.....	\$ 20.78	9.87
GROUP C.....	\$ 19.93	9.87

POWER EQUIPMENT OPERATOR

ZONE 1

GROUP A.....	\$ 35.50	16.50
GROUP B.....	\$ 33.95	16.50
GROUP C.....	\$ 31.45	16.50
GROUP D.....	\$ 31.45	16.50

ZONE 2

GROUP A.....	\$ 35.30	16.50
GROUP B.....	\$ 33.70	16.50
GROUP C.....	\$ 31.15	16.50
GROUP D.....	\$ 31.15	16.50

ZONE 3

GROUP A.....	\$ 32.50	28.20
GROUP B.....	\$ 30.70	28.20
GROUP C.....	\$ 29.70	28.20
GROUP D.....	\$ 29.70	28.20

ZONE 4

GROUP A.....	\$ 32.85	16.95
GROUP B.....	\$ 31.71	16.95
GROUP C.....	\$ 29.63	16.95
GROUP D.....	\$ 29.63	16.95

ZONE 5

GROUP A.....	\$ 30.87	13.25
GROUP B.....	\$ 29.83	13.25
GROUP C.....	\$ 28.10	13.25
GROUP D.....	\$ 27.10	13.25

TRUCK DRIVER (AND PAVEMENT
MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 26.26	12.59
ZONE 2.....		
.....	\$ 26.26	12.59
ZONE 3.....	\$ 26.26	12.59
ZONE 4.....	\$ 26.26	9.04
ZONE 5.....		
.....	\$ 24.50	9.04

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat);

deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over 1 cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over 1 cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer;

trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

(weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

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

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

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

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

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

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

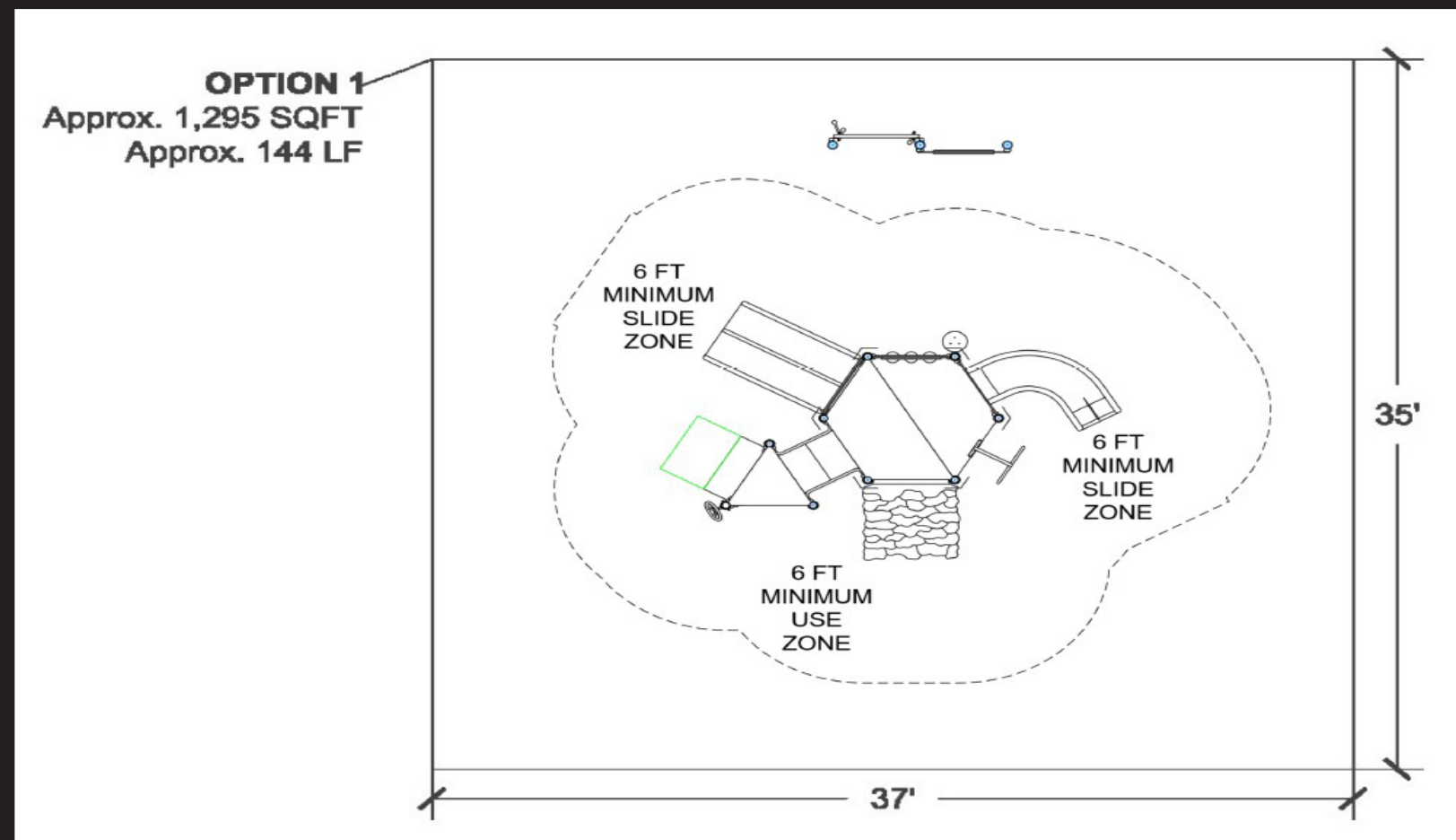
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====
END OF GENERAL DECISION"





City of Muscatine

ITEM NUMBER 2024-0493

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Approving a Development Agreement with Muscatine Downtown Investors, LLC

EXECUTIVE SUMMARY

The City Council previously gave approval to proceed with entering into a Development Agreement with Muscatine Downtown Investors, LLC, to assist with the demolition of 319 Mississippi Drive to support recent commercial development on adjacent property and in preparation for the development of residential project.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution approving the Development Agreement.

BACKGROUND/DISCUSSION

The City Council previously gave approval to proceed with a Development Agreement to support the redevelopment 319 West Mississippi Drive by Muscatine Downtown Investors, LLC. The City will provide \$100,000 from the tax increment fund for the initial phase, demolition of the existing buildings. Assistance will be provided in the form of a forgivable loan requiring construction of the five-story, 20-unit condominium project no later than December 31, 2029.

CITY FINANCIAL IMPACT

There is no financial impact to the general fund; the project will be funded from the tax increment fund.

ATTACHMENTS

1. Development Agreement (Muscatine Downtown Investors)
2. Resolution Muscatine Downtown Investors DA

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Muscatine, Iowa (the “City”) and Muscatine Downtown Investors, LLC (the “Developer”) 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

WHEREAS, the Developer owns certain real property (the “Property”) which is situated at 301-325 W. Mississippi Drive in the City and lies within the Urban Renewal Area; and

WHEREAS, the Developer has proposed to undertake the demolition (the “Demolition Project”) of existing buildings situated at 319 W. Mississippi Drive on the Property and the construction of a five-story residential condominium building with at least twenty (20) units thereon (the “Condo Project”); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of an economic development forgivable loan (the “Forgivable Loan”) to be used by the Developer in paying the costs of the Demolition Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Condo Project Construction.

The Developer agrees to construct the Condo Project on the Property. The Condo Project shall minimally include the construction of a five-story, twenty-unit residential condominium building on the Property. Further, the Condo Project shall be designed and constructed in accordance with the Downtown Design Guide published by the Iowa Economic Development Authority (the “Downtown Design Guide”) set forth on Exhibit A hereto.

The Developer agrees to submit a detailed site plan (the “Site Plan”) for the development of the Condo 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 B. 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 Developer agrees to construct the Condo Project in accordance with the Site Plan, the Downtown Design Guide and all local zoning, land use, building and safety codes and regulations. The Developer agrees to complete construction of the Condo Project and to obtain a certificate of

occupancy (the "Certificate of Occupancy") for the completed Condo Project from the City's zoning administrator by no later than December 31, 2029.

The Developer further agrees to maintain, preserve, and keep the Property, including but not limited to the Condo 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 Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Demolition and Site Preparation Project. The Developer agrees to cause the completion of the Demolition Project on the Property by June 30, 2025. The Demolition Project shall minimally include the demolition of the Existing Buildings situated at 319 W. Mississippi Drive on the Property and the removal of all debris related to the demolition of the Existing Buildings.

3. Forgivable Loan Disbursement Request; Project Costs. Upon completion of the Demolition Project, the Developer agrees to submit a Forgivable Loan disbursement request (the "Forgivable Loan Disbursement Request") in the form attached hereto as Exhibit C.

The Forgivable Loan Disbursement Request shall be accompanied by documentation (the "Project Costs Documentation") detailing the costs (the "Project Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Project Costs detailed in such Project Costs Documentation were in fact incurred in the undertaking of the Demolition Project and that such Project Costs are of an amount reasonably to have been expected with respect to such an undertaking.

4. Forgivable Loan. The Developer agrees that the City will not advance the proceeds of the Forgivable Loan to the Developer until the Developer has submitted the Site Plan, the Forgivable Loan Disbursement Request and the Promissory Note (as hereinafter defined) to the City.

The Developer agrees to apply the proceeds of the Forgivable Loan to the reimbursement of the costs of the Demolition Project.

The Developer's obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the "Promissory Note") to be executed by the Developer and delivered to the City. The Promissory Note shall be in substantially the form as set forth on Exhibit D hereto. The principal advanced under the Forgivable Loan shall be due and owing to the City at City Hall by January 15, 2030, unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.6 of this Agreement.

Nothing herein shall prohibit the Developer from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time.

5. Property Taxes. The Developer agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Condo Project thereon and to submit a receipt or cancelled check in evidence of each such payment.

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 Developer to complete construction of the Demolition Project, pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to complete construction of the Condo Project, pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Developer to comply with Section A.2, A.3 and A.4 of this Agreement.
- (v) Failure by the Developer 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 Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer 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 Developer 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) Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the City to the Developer without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.

B. City’s Obligations

1. Forgivable Loan Disbursement. The City hereby agrees to advance the proceeds of the Forgivable Loan to the Developer within thirty (30) days of receipt of the Site Plan, a satisfactory Forgivable Loan Disbursement Request and the executed Promissory Note. The amount of the Forgivable Loan shall not exceed the lesser of (i) the sum of the demonstrated Project Costs in the Forgivable Loan Disbursement Request, or (ii) \$100,000.

2. **Forgivable Loan Forgiveness.** The City shall forgive the entirety of the principal amount of the Forgivable Loan at such time that that the Developer obtains a Certificate of Occupancy for the Condo Project.

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 Developer's rights to receive the proceeds of the Forgivable Loan hereunder may be assigned by the Developer 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.** This Agreement shall remain in full force and effect during the time period (the "Term") commencing with the date first written above and terminating on the date on which the Forgivable Loan is forgiven or paid in full.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

City Clerk

MUSCATINE DOWNTOWN
INVESTORS, LLC

By: Thomas O. Meeker

EXHIBIT A
IEDA DOWNTOWN DESIGN GUIDE

EXHIBIT B
SITE PLAN

[ATTACH SITE PLAN HERE]

EXHIBIT C
FORM OF FORGIVABLE LOAN DISBURSEMENT REQUEST

Date submitted: _____
Submitted by: _____
Contact information: _____
Forgivable Loan Amount Requested \$ _____
Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the demolition costs of the Existing Buildings situated at 319 W. Mississippi Drive.

MUSCATINE DOWNTOWN INVESTORS, LLC

By: _____
Title: _____

Reviewed and accepted by the City of Muscatine, Iowa this _____ day of _____, 2024.

By: _____
City Administrator

EXHIBIT D
FORM OF PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: \$100,000

Interest Rate: 0%

Dated: _____, 2024.

MUSCATINE DOWNTOWN INVESTORS, LLC (the "Borrower") for value received, promises to pay, to the City of Muscatine, Iowa (the "City"), its successors or assigns, the principal sum of one hundred thousand dollars (\$100,000), in lawful money of the United States of America, on January 15, 2030.

The City has made a forgivable loan to the Borrower in the principal amount of \$100,000 (the "Forgivable Loan") under this Promissory Note (the "Note") and under a certain Economic Development Loan Agreement (the "Agreement") between the City and the Borrower dated _____, 2024, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement.

Payment of principal of the Forgivable Loan shall be made to the City of Muscatine at the Office of the City Clerk, City Hall, 215 Sycamore Street, Muscatine, Iowa 52761 by Noon on January 15, 2030, unless sooner forgiven in accordance with the Agreement.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to make payments of principal as they come due under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney's fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

MUSCATINE DOWNTOWN
INVESTORS, LLC

By: Thomas O. Mader
Title: Owner

RESOLUTION NO. 2024-0493

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH
MUSCATINE DOWNTOWN INVESTORS, LLC**

WHEREAS, the City Council of Muscatine, Iowa (the “City”), has established the Consolidated Urban Renewal Area (“the Urban Renewal Area”) and has created the Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized an economic development forgivable loan to Muscatine Downtown Investors, LLC for demolition costs to assist the Development in their construction of residential condominium units (“the Project”) as an urban renewal project in the Urban Renewal Area; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby reaffirms that:

- (a) The Project will add diversity and generate new opportunities for the Muscatine and Iowa economies; and
- (b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income and the creation of new housing opportunities, which are warranted in comparison to the amount of the proposed Tax Increment Fund Payments.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Developer as provided for therein.

PASSED, APPROVED AND ADOPTED this 7th day of November 2024.

BRAD BARK, MAYOR
CITY OF MUSCATINE, IOWA

CINDA HILGER, DEPUTY CITY CLERK



City of Muscatine

ITEM NUMBER 2024-0481

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Resolution Setting a Public Hearing on November 21, 2024, for Review of the Plans and Specifications for the Lake Park Boulevard Bridge Deck Overlay Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a Public Hearing to review the plans and specifications for the Lake Park Boulevard Over Mad Creek Bridge Deck Overlay Project, for November 21, 2024 at 6:00 pm in the City Hall Council Chambers during the regularly scheduled City Council Meeting.

STAFF RECOMMENDATION

Adopt the resolution and hold the public hearing

BACKGROUND/DISCUSSION

The most recent bridge inspection performed by Veenstra and Kimm, Inc. identified the Lake Park Bridge Deck over Mad Creek as in need of significant repairs. In order to bid this project, a public hearing must be held to review and take comments on the plans and specifications.

CITY FINANCIAL IMPACT

There is no financial impact to hold the public hearing

ATTACHMENTS

1. Public Notice for Public Hearing Lake Park Bridge Deck Overlay (2)
2. bridge overlay

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE LAKE PARK BOULEVARD BRIDGE DECK OVERLAY PROJECT

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa will hold a Public Hearing to hear objections to the plans, specifications, form of contract, and cost estimate for the proposed Lake Park Boulevard Over Mad Creek Bridge Deck Overlay. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on November 21, 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.

Anthony Kies, Interim City Administrator

RESOLUTION NO. 2024-0481

SET TIME AND PLACE FOR PUBLIC HEARING ON THE LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY PROJECT

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the plans, specifications, form of contract, and cost estimates for the proposed Lake Park Boulevard Over Mad Creek Bridge Deck Overlay Project; and

WHEREAS, the proposed project is to be paid for out of funds legally available for that purpose;

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

SECTION I: On November 21, 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 plans, specifications, form of contract, and cost estimates for this proposed project.

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 7th DAY OF NOVEMBER, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Mayor Brad Bark

ATTEST:

Deputy City Clerk, Cinda Hilger



City of Muscatine

ITEM NUMBER 2024-0482

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Setting a Public Hearing on November 21, 2024, Regarding Leasing a Portion of the Muscatine Municipal Airport Property Located North of the Runways for Development of a Solar Generating Facility.

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution setting a public hearing on November 21, 2024, to receive comments on a proposed lease with Muscatine Power and Water for a 155-acre portion of the airport property for the development of a solar generating facility. State law requires a public hearing prior to any action on a long-term lease.

STAFF RECOMMENDATION

Approve the resolution setting a public hearing on the proposed lease.

BACKGROUND/DISCUSSION

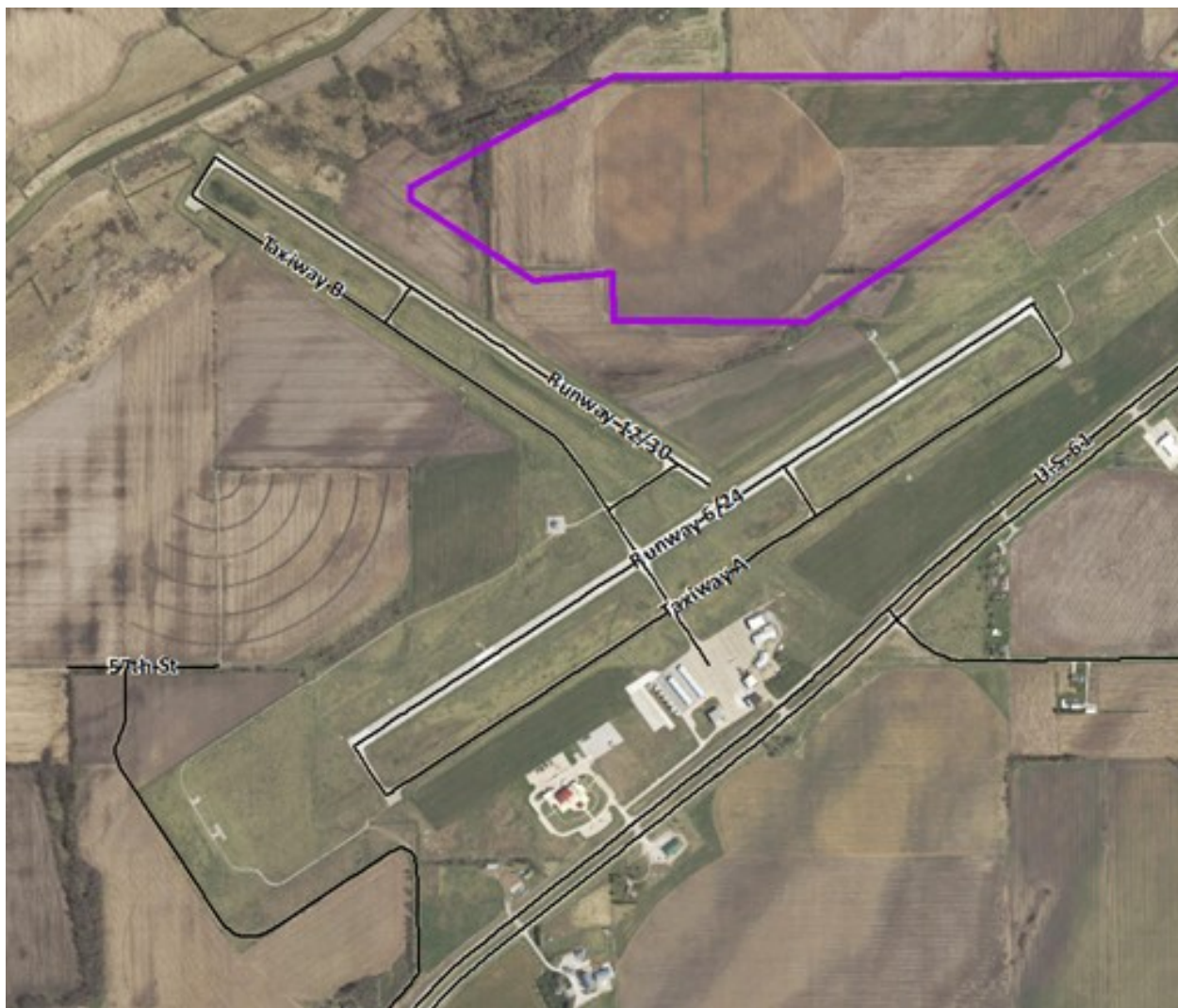
The proposed solar generating facility would be located within the enclosed portion of the airport property shown on the map below. This area is not used for active airport purposes, but rather is part of the airport property in order to prevent land uses incompatible with airport operations. Solar generating facilities can be constructed in a manner that is compatible with being located at an airport. The Airport Layout Plan does not call for the development of any airport facilities or structures in this area.

For many years, this area has been leased out for growing crops. The revenue from this lease helps subsidize airport operations. The current lease generates \$34,000 annually.

While the lease terms are still being finalized, it will require that any constructed solar generating facility not interfere with airport operations and would at all times comply with any applicable Federal Aviation Administration regulations that are now or hereafter in effect. MPW will be responsible for all permitting, studies, design, or any other action necessary to maintain compatibility.

The proposed lease would establish a five-year period for MPW to design, permit, and construct the proposed solar facility. During this development period, MPW would pay the City \$40 per acre per year, until construction commences, and the City would be free to continue the agricultural lease on the subject property. At the start of construction, the lease rate would rise to \$400 per acre per year. Once the facility begins operation, the 25-year lease would commence at an initial rate of \$800 per acre per year. This rate would automatically escalate by 2.5% annually for the remainder of the lease agreement.

At the end of the 25-year term, the lease would be renewable for three consecutive 5-year periods, for up to 15 additional consecutive years. Upon expiration or termination of the lease, it would be the responsibility of MPW to remove the installed solar facilities.



CITY FINANCIAL IMPACT

The Airport Operation was established as an enterprise fund to separate its revenues and expenditures. This was done to generate additional income for the facility. Since airport revenues often fall short of operating costs, an annual General Fund subsidy of \$20,000 to \$35,000 is typically needed to balance the budget. The proposed lease would bring in an additional \$90,000 in the first year of the solar generation facility's operation than the current agricultural lease does and eliminate the need for a General Fund subsidy.

ATTACHMENTS

1. Public Notice Airport Solar Lease
2. Resolution Setting a Hearing on Amendent on Proposed Airport Solar Lease

**PUBLIC NOTICE
NOTICE OF TIME AND PLACE OF PUBLIC HEARING
ON LEASE FOR A PORTION OF THE MUSCATINE MUNICIPAL AIRPORT
PROPERTY SITUATED NORTH OF THE RUNWAYS TO MUSCATINE
POWER AND WATER FOR THE DEVELOPMENT OF A SOLAR
GENERATING FACILITY**

Muscatine Power and Water is proposing to lease a 155-acre portion of the Muscatine Municipal Airport property for the development of a solar generation facility. This portion of the airport property is currently not used for airport operations and is leased out for agricultural purposes. The current lease is a year-to-year lease that may be terminated by either the City or the current tenants.

The proposed lease would establish a five-year period for MPW to design, permit, and construct the proposed solar facility. During this development period, MPW would pay the City \$40 per acre per year until construction actually commenced, and the City would be free to continue the agricultural lease on the subject property. At the start of construction, the lease rate would rise to \$400 per acre per year. Once the facility begins operation, the 25-year lease would commence at an initial rate of \$800 per acre per year. This rate would then automatically escalate by 2.5% annually for the remainder of the lease agreement. At the end of the 25-year term, the lease would be renewable for three consecutive periods of 5 years, for a total of 15 additional consecutive years.

Notice is given that the City Council of the City of Muscatine, Iowa, will conduct a public hearing on said proposed lease on Thursday, November 21, 2024, at 6:00 p.m. in the City Hall Council Chambers, at which time all interested parties are invited to comment. The hearing will be held during the regular Muscatine City Council meeting.

Following such hearing, the Muscatine City Council may take action on said proposal without further notice or opportunity for hearing. If you are a person requiring a special accommodation for a disability or language barrier, please contact the City at 563-262-4141 at least three (3) business days in advance of the meeting date.

Anthony Kies, Interim City Clerk

RESOLUTION NO. 2024-0482

**RESOLUTION SETTING THE TIME AND PLACE FOR PUBLIC HEARING ON
LEASING OF A PORTION OF THE MUSCATINE MUNICIPAL AIRPORT
PROPERTY SITUATED NORTH OF THE RUNWAYS TO MUSCATINE POWER
AND WATER FOR THE DEVELOPMENT OF A SOLAR GENERATING
FACILITY**

WHEREAS, Muscatine Power and Water is proposing to lease a 155-acre portion of the Muscatine Municipal Airport property for the development of a solar generation facility;

WHEREAS, this portion of the airport property is currently not used for airport operations and is leased for agricultural purposes. The current lease is a year-to-year lease that may be terminated by either the City or the current tenants;

WHEREAS, the proposed lease would establish a five-year period for MPW to design, permit, and construct the proposed solar facility. During this development period, MPW would be paying the City \$40 per acre per year. Until construction actually commenced, the City would be free to continue the agricultural lease on the subject property;

WHEREAS, at the start of construction, the lease rate would increase to \$400 per acre per year. Once the facility began operation, the 25-year lease would commence at an initial rate of \$800 per acre per year. This rate would then automatically escalate by 2.5% annually for the remainder of the lease agreement;

WHEREAS, at the end of the 25-year term, the lease would be renewable for three consecutive periods of 5 years, for a total of up to 15 additional consecutive years; and

WHEREAS, a public hearing must be held prior any City Council action on such a lease.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that a Public Hearing is hereby established for interested parties to make comment on the proposed lease. Said hearing to be conducted at 6:00 P.M. on Thursday, November 21, 2024, in the City Hall Council Chambers.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on this, the 7th day of November 2024.

Dr. Brad Bark, Mayor

ATTEST:

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0483

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Jon Koch, Water Pollution Control Plant Director

SUBJECT

Resolution Setting a Public Hearing on November 21st, 2024, for the Purpose of Hearing Community Comments Regarding the Houser Lift Station Improvement Project.

EXECUTIVE SUMMARY

Resolution setting the public hearing to approve the submitted plans, specifications, cost estimates and form of contract for the Houser Lift Station Improvement project. This resolution will set a public hearing for November 21, 2024, at 6 pm.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

BACKGROUND/DISCUSSION

This project has been prioritized by the recent CIP for the age of the station and lack of redundant power supply. City Council approved a contract with Watersmith Engineering to produce plans, specifications, cost estimations and form of contract for the Houser Lift Station Improvement Project on April 4, 2024. The engineering evaluated upsizing the pumps, replacing the aging electrical system and installing a generator capable transfer switch to ensure the station can be operated during a power outage. Current estimations for the project are \$382,000.00. This was a budgeted capital project to be funded from the WPCP Replacement Reserve Fund.

CITY FINANCIAL IMPACT

This was a budgeted capital project to be funded from the WPCP Replacement Reserve Fund.

ATTACHMENTS

1. Resoultion Set Pub Hearing Houser LS.241107
2. Houser LS Hearing Public Notice.241121
3. HouserLS-ProjectManual_Final.241014
4. HouserLS_Drawings_Final.241014

5. CostEstimate_HouserLS_Final.241014

RESOLUTION NO. 2024-0483

A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING
ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST
ESTIMATIONS FOR THE
HOUSER LIFT STATION IMPROVEMENT PROJECT

WHEREAS, the City Council of the City of Muscatine has entered into a Professional Services Agreement with Watersmith Engineering, to develop Plans, Specifications, Form of Contract and Cost Estimations for the UV Replacement Project, and

WHEREAS, the Plans, Specifications, Contract Documents and Cost Estimations have now been completed, and

WHEREAS, a public hearing must be conducted before said Plans, Specifications, Contract Documents and Cost Estimations are incorporated;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA, that a public hearing be conducted by the City Council in City Hall Council Chambers at 6:00 p.m. on Thursday, November 21st, 2024, and

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Muscatine Journal not less than four (4) days prior to said public hearing date.

PASSED, APPROVED, AND ADOPTED this 7th DAY OF NOVEMBER, 2024

BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA

Bradley Bark, Mayor

ATTEST:

Anthony Kies, Interim City Clerk

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATIONS FOR THE HOUSER LIFT STATION IMPROVEMENT PROJECT

Public notice is hereby given that the City Council of Muscatine, Iowa will hold a public hearing to hear objections to the plans, specifications, form of contract and estimated construction costs for the improvements identified as the Houser Lift Station Improvement Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa, on November 21, 2024 at 6:00 PM.

All interested persons are invited to attend and comment on the project at that time.

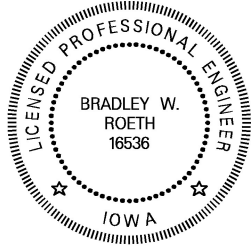
Anthony Kies
Interim City Administrator

**PROJECT MANUAL
HOUSER STREET LIFT STATION UPGRADE PROJECT
CITY OF MUSCATINE**

**Watersmith Engineering
1029 Hershey Ave.
Muscatine, IA 52761**



CERTIFICATIONS



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Bradley W. Roeth
(signature)

10/11/2024

(date)

Bradley W. Roeth

License number 16536

My license renewal date is December 31, 2024.

Pages or sheets covered by this seal: Specification Divisions 1, 2, 5, 9, 33 and 40



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jeffrey R. Reinhart
(signature)

10-11-2024

(date)

Jeffrey R. Reinhart

License number 13499

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: Specification Division 26



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Michael D. Drahos
(signature)

10-11-2024

(date)

Michael D. Drahos

License number 13067

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: Specification Division 23

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Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

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DRAWINGS (UNDER SEPARATE COVER):

21 sheets numbered G1 through H.1, dated 10/11/2024 and with each sheet bearing the following general title:

Houser Street Lift Station Upgrade Project
Muscatine, Iowa

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**
CITY OF MUSCATINE PUBLIC IMPROVEMENT PROJECT
HOUSER STREET LIFT STATION UPGRADE PROJECT

Notice is hereby given that a public hearing will be held by the City of Muscatine on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on November 21, 2024, in Muscatine City Hall, 215 Sycamore Street for the Houser Street Lift Station Upgrade Project.

The City of Muscatine will receive bids for the Houser Street Lift Station Upgrade Project until 2:00 p.m., on the 20th day of December 2024 to the City's IonWave website (<http://muscatineiowa.ionwave.net>). Attachments and bid security shall be uploaded in a PDF format to the "Response Attachments" section of the project's page found on the City of Muscatine's IonWave website. Attachments may be completed electronically, or completed by hand and scanned into a PDF format, according to the bidder's preference. All Bids will be opened and bids tabulated at the time and date above in the office of the City Finance Director, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761.

The City Council will consider all bids received at its council meeting to be held at 6:00 p.m. on the 2nd day of January 2025, at the City Hall, Muscatine, Iowa.

General Nature of the Public Improvement:

Replacement of pumps, pipe, fittings, and valves at a sanitary sewer lift station; related electrical and mechanical work; bypass pumping, including excavation, concrete demolition, and installation of bypass fittings; and incidental related work.

Work on the improvement shall commence immediately upon approval of the contract by the Council, and be completed as stated below.

Contractor shall fully complete the project no later than August 31, 2025. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500 per calendar day will be assessed for work not completed within the designated contract term.

Copies of the contract documents are available for download for free on the City's IonWave website, referenced above. Paper copies of the contract documents may be obtained by contacting Brad Roeth, Watersmith Engineering brad@watersmithengineering.com. A fee of \$200 per set will apply. This fee is refundable, provided the following conditions are met. 1. The plans and specifications are returned complete and in good usable condition. 2. And they are returned within fourteen (14) calendar days after the award of the project.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

The City of Muscatine is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project without paying Sales and Use tax.

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

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Muscatine reserves the right to defer acceptance of any bid for a period of up to sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period. If requested, the bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

The City of Muscatine does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Muscatine, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless The City of Muscatine from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The City of Muscatine, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A non-mandatory prebid conference will be held at 10:00am on December 5, 2024, at the Muscatine Water and Resource Recovery Facility at 1202 Musser Street, Muscatine, Iowa. Immediately after the conference, a site tour will be conducted.

This Notice is given by authority of the *City of Muscatine*

/s/ Jon Koch

INSTRUCTIONS TO BIDDERS

Project Name Houser Street Lift Station Upgrade Project

The work comprising the above referenced project shall be constructed in accordance with this Project Manual. Before submitting your bid, review the requirements of Division 1, General Requirements and SUDAS General Provisions, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. Attachments and bid security shall be uploaded in a PDF format to the "Response Attachments" section of the project's page found on the City of Muscatine's IonWave website. Attachments may be completed electronically or completed by hand and scanned into a PDF format, according to the bidder's preference. All Bids will be opened and bids tabulated at the time and date above in the office of the City Finance Director, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will not be considered.

B. The following documents shall be completed, signed, and submitted. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Prices
- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is included on the following page and can be used to assist Bidders in completing the Bidder Status Form.

Worksheet: Authorization to Transact Business

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

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

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

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

PROJECT DESCRIPTION:

Houser Street Lift Station Upgrade Project

Replacement of pumps, pipe, fittings, and valves at a sanitary sewer lift station; related electrical and mechanical work; bypass pumping, including excavation, concrete demolition, and installation of bypass fittings; and incidental related work.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

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

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project no later than August 31, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five-hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

(CON'T - PROPOSAL)

Project Name Houser Street Lift Station Upgrade Project

PROPOSAL: PART G – IDENTITY OF BIDDER

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

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

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

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

Bidder

Signature

By

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

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

Name

Title

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

Bidder Status Form

To be completed by all bidders

Part A

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

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

To be completed by resident bidders

Part B

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

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

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

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

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

PROPOSAL**PROPOSAL ATTACHMENT: PART C – BID PRICES**

This is a LUMP SUM PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

DESCRIPTION	AMOUNT
BASE BID AMOUNT	\$
	\$
TOTAL BID AMOUNT	

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto City of Muscatine, Iowa, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____

_____ dollars (\$_____), or _____ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

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

Houser Street Lift Station Upgrade Project

Replacement of pumps, pipe, fittings, and valves at a sanitary sewer lift station; related electrical and mechanical work; bypass pumping, including excavation, concrete demolition, and installation of bypass fittings; and incidental related work.

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

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

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

Signed and sealed this _____ day of _____, 20_____.

SURETY:

By _____
 Surety Company

 Signature Attorney-in-Fact/Officer

 Printed Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

PRINCIPAL:

By _____
 Bidder

 Signature

 Printed Name

 Title

 Address

 City, State, Zip Code

 Telephone Number

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

CONTRACTCONTRACT NO. _____
DATE _____

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the _____. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, _____ Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the lump sum price of _____, which was proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Houser Street Lift Station Upgrade Project

Replacement of pumps, pipe, fittings, and valves at a sanitary sewer lift station; related electrical and mechanical work; bypass pumping, including excavation, concrete demolition, and installation of bypass fittings; and incidental related work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project _____; and to pay liquidated damages for noncompliance with said completion provisions at the rate of _____ dollars (\$_____) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)

ATTEST:

By

Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

 Notary Public in and for the State of _____
 My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

 Notary Public in and for the State of _____
 My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

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

Houser Street Lift Station Upgrade Project

Replacement of pumps, pipe, fittings, and valves at a sanitary sewer lift station; related electrical and mechanical work; bypass pumping, including excavation, concrete demolition, and installation of bypass fittings; and incidental related work.

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

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for the remaining maintenance period identified in #3 below shall be reduced to the sum of (insert an estimated dollar value to maintain the completed project, if lower than the contract price, for the remaining period identified in #3 below, otherwise delete the sentence) DOLLARS (\$_____), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from all work except new paving to be performed under the Contract within the period 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work; and
 - B. To remedy any and all defects that may develop in or result from new paving work to be performed under the Contract within the period 4 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - C. To keep all work in continuous good repair; and
 - D. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
 - E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.

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

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

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

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

Project No. _____

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

PRINCIPAL:

Contractor

By _____
Signature

Title

SURETY:

Surety Company

By _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Attorney for Jurisdiction

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

01 1100 SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Description

The work includes replacement of pumps, pipe, fittings, and valves at a sanitary sewer lift station; related electrical and mechanical work; bypass pumping, including excavation, concrete demolition, and installation of bypass fittings; and incidental related work.

B. Location

The sanitary sewer lift station is located at the northeast corner of Houser Street and Dawson Street in Muscatine, Iowa.

1.2 MAINTENANCE OF SERVICE

- A. Maintenance of sanitary sewage pumping is required throughout the contract. Bypass pumping must be installed and functional before the existing pumps may be taken off-line.
- B. Bypass pumping requirements are indicated in the drawings.
- C. Contractor shall secure the lift station prior to leaving the site.
- D. Contractor shall provide access for City staff to the lift station at all times for any necessary operations and maintenance.

1.3 EXISTING WORK

- A. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by ENGINEER. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

1.4 LOCATION OF UNDERGROUND UTILITIES

- A. Contact Iowa One Call a minimum of 48 hours prior to excavating, to mark utilities, and within sufficient time required if work occurs on a Monday or after a Holiday. Verify existing utility locations indicated on contract drawings, within area of work. Identify and mark all other utilities not managed and located by the local utility companies. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

1.5 SALVAGE MATERIAL AND EQUIPMENT

- A. All item designated for demolition and/or removal are the Contractor's responsibility for disposal or salvage.

1.6 WORK HOURS

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

Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

01 1100 SUMMARY OF WORK

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

DEFINITIONS**1.01 DESCRIPTION**

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

1.02 ABBREVIATIONS

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
AMG - Automated Machine Guidance
ANSI - American National Standards Institute
API - American Petroleum Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASA - America Standards Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
BSC - Bituminous Seal Coat
CFR - Code of Federal Regulations
CLSM - Controlled Low Strength Material
CMP - Corrugated Metal Pipe
CPM - Critical Path Method
CRSI - Concrete Reinforcing Steel Institute
DIP - Ductile Iron Pipe
DNR - Department of Natural Resources
DOT - Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
ESAL - Equivalent Single Axle Load
GGBFS - Ground Granulated Blast Furnace Slag
GPS - Global Positioning System
GRI - Geosynthetic Research Institute
HDPE - High Density Polyethylene Pipe
HMA - Hot Mix Asphalt
IAC - Iowa Administrative Code
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ISO - Insurance Services Office
ITE - Institute of Transportation Engineers
JMF - Job Mix Formula

1.02 ABBREVIATIONS (Continued)

MAPLE - Materials Approved Product List Enterprise
MGAL - 1,000 Gallons
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NPDES - National Pollutant Discharge Elimination
NSF - National Sanitation Foundation
OSHA - Occupational Safety of Health Administration
PCC - Portland Cement Concrete
PLS - Pure Live Seed
PROWAG - Public Right-of-Way Accessibility Guidelines
PVC - Polyvinyl Chloride
RAP - Recycled Asphalt Pavement
RCAP - Reinforced Concrete Arch Pipe
RCP - Reinforced Concrete Pipe
SAE - Society of Automotive Engineers
SDR - Standard Dimension Ratio
SSPC - Steel Structures Painting Council
SUDAS - Statewide Urban Design and Specifications
SWPPP - Stormwater Pollution Prevention Plan
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code
VCP - Vitrified Clay Pipe

1.03 DEFINITIONS AND TERMS

ADDENDUM. A revision to the contract documents written and issued after the notice to bidders, and prior to the time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

ALLEY. See Street.

APPROVED EQUAL (EQUIVALENT). A product, process, equipment, or material that, upon approval of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material, process, equipment, or product.

AWARD. The acceptance of the proposal of the lowest responsive, responsible bidder for the work, which shall not be binding upon the Contracting Authority until the contract for the said work has been executed by the bidder and by the Contracting Authority and bond(s) has been provided by the bidder as required by law.

BID. A properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Bid is the same as Proposal.

BID AMOUNT. The aggregate sum obtained by totaling the amounts arrived at by multiplying the quantity of each bid item, as shown in the bid or proposal, by the unit price specified in the proposal for that bid item, including lump sum bid items.

BID ITEM. A specifically described unit of work for which a price is provided in the proposal. A bid item may also be referred to as a contract item.

BID SECURITY. The security furnished by the bidder with its bid as guaranty that the bidder will execute the contract and furnish bond for the work if the proposal is accepted. For bids submitted to governmental entities, the bidder shall furnish bid security as defined in Iowa Code Chapter 26.

1.03 DEFINITIONS AND TERMS (Continued)

BIDDER. Any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative.

CALENDAR DAY. Every day shown on the calendar.

CHANGE ORDER. A written order to the Contractor signed and approved by the Contracting Authority, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contracting Authority and the Contractor shall constitute authorized modifications of the contract.

COMMENCEMENT OF WORK. Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site but the operations are prevented by conditions outside the Contractor's control.

COMPETITIVE QUOTATION. A properly signed written offer of the Contractor according to Iowa Code Chapter 26.

CONTRACT. The written agreement, between the Contractor and the Contracting Authority, setting forth the terms and conditions under which the work is to be performed. The contract includes all contract documents.

CONTRACT AMOUNT. The bid amount plus approved change orders.

CONTRACT DOCUMENTS. The contract documents consist of the following: The notice to bidders and notice of public hearing; the instructions to bidders; special provisions; standard specifications; general supplemental specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); Notice to Proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

CONTRACTING AUTHORITY. The body, entity, board, commission, officer, or governmental entity having authority to award a contract.

CONTRACTOR. The individual, firm, partnership or corporation, and the heirs, executors, administrators, successors and assigns thereof, or the lawful agent of any such individual, firm, partnership, or corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

CONTROLLING ITEM OF WORK. The unique activity of a contract that will determine the duration of the construction period or if a working day is charged. The character of this work may change during the project. It is the work that could be in progress at any time that would have the greatest influence on the duration of the project.

CULVERT. A structure not classified as a bridge or storm sewer which provides an opening under a roadway or embankment, except that such term shall not include tiles crossing the road, or intakes thereto, where such tiles are part of a tile line or system designed to aid subsurface drainage.

1.03 DEFINITIONS AND TERMS (Continued)

DEPARTMENT OF TRANSPORTATION, (THE DEPARTMENT). The Department of Transportation, as defined in Iowa Code Chapter 307.

EMPLOYEE. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

ENGINEER. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner's authorized representative. The Engineer may act directly or through duly authorized representatives.

EQUIPMENT. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

GENERAL SUPPLEMENTAL SPECIFICATIONS. Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents.

GOVERNMENTAL ENTITY. As defined in Iowa Code Chapter 26.

IMPROVEMENT. Shall mean any public improvements as defined in Iowa Code Chapter 26 and shall also include highway, bridge, or culvert projects.

INCIDENTAL ITEMS. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and the cost of which shall be included in other bid items.

INSPECTOR. The authorized representative of the Engineer assigned to make a detailed inspection of any or all portions of the work, or materials.

IOWA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS. The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction and the General Supplemental Specifications effective at the date of publication of the Notice to Bidders unless a different effective date is identified in the contract documents.

JOINT VENTURE. The joining of two or more contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

JURISDICTION. A governmental entity or the Iowa Department of Transportation, acting through its governing body, or through the authorized representatives of such governing body when so authorized.

JURISDICTIONAL ENGINEER. See Engineer.

1.03 DEFINITIONS AND TERMS (Continued)

LABORATORY. The testing laboratory of the Jurisdiction, or any other testing laboratory which may be designated by the Engineer.

LIQUIDATED DAMAGES. The dollar amount established by the Contracting Authority and set forth in the contract documents as compensation for the damage to the Contracting Authority, or public, for delay in completion of the work, to be paid to the Contracting Authority, or to be deducted from any payments due or to become due the Contractor.

LUMP SUM. Unit of measurement for a bid item where no direct measurement will be made. The bid item amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. The estimated quantities of lump sum work shown in the contract documents are approximate.

MAPLE. Iowa DOT's materials approved product list enterprise. MAPLE contains a searchable database of most of the approved products, sources, producers, and suppliers of materials for Iowa highway projects. MAPLE may be searched by the brand/product name, producer, Iowa DOT Materials Instructional Memorandum (IM) number, or material name. New approvals are continually added as Iowa DOT approves them for use.

MATERIALS. Any substances specified for the use in the construction of the project and its appurtenances.

MATERIALS INSTRUCTIONAL MEMORANDUM (MATERIALS I.M.). This is an instruction prepared by the Iowa DOT's Construction and Materials Bureau. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

MEDIAN. The portion of a divided roadway separating the traveled ways for traffic.

MOBILIZATION. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

NOTICE OF PUBLIC HEARING. The public announcement or publication by the governmental entity, as required under Iowa Code Chapter 26, notifying the public of the time and place where any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the improvement.

NOTICE TO BIDDERS. The public announcement, publication, or solicitation by the Contracting Authority, inviting bids for work to be performed or materials to be furnished as required by Iowa Code Chapter 26.

NOTICE TO PROCEED. A written notice to the Contractor issued by the Engineer stating the date, on or before which, the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. The bond submitted by the designated low bidder, in the amount specified in the contract documents, for the faithful performance of the contract and the terms and conditions therein contained, for payment for all labor and materials provided, and for maintenance of improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Jurisdiction.

1.03 DEFINITIONS AND TERMS (Continued)

PLANS. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by the Jurisdiction, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

PROFILE GRADE. The trace of a vertical plan intersecting the top surface of the proposed wearing surface, usually along the longitudinal center line of the roadbed. Profile grade means either elevation or gradient or such trace, according to the context.

PROJECT AREA. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

PROPOSAL. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Proposal is the same as Bid.

PROPOSAL FORM. A form provided by the Jurisdiction, to the bidder, containing a listing of the bid items and quantities, and locations to enter unit prices and the bid amount.

PROWAG. The July 26, 2011 "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" was written by the US Access Board and is also known as the Public Right-of-Way Accessibility Guidelines or PROWAG.

RESIDENT BIDDER. A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

RESPONSIVE, RESPONSIBLE BID. A bid submitted in accordance with the Notice to Bidders by a bidder that acknowledged all addenda, that responded to all proposal requirements, and that agreed to do everything required by the plans and specifications and other bid documents without any conditions, qualifications, or exclusions.

A bid submitted by a bidder that is capable of performing the work, possess the necessary financial and technical capability to perform the work, as well as the ability to complete the work in a timely and acceptable manner as demonstrated by past performance or other appropriate considerations, including but not limited to the ability to obtain and maintain insurance and bonding requirements.

RESPONSIVE, RESPONSIBLE BIDDER. A bidder that has submitted a bid that has been determined by the governmental entity to be both responsive and responsible.

RIGHT-OF-WAY. The land area of which the right to possession is secured or reserved by the Jurisdiction for the project, including permanent roadway easements.

ROAD. See Street.

ROADBED. The area of the roadway between the tops of foreslopes.

ROADWAY. The portion of the right-of-way designated or ordinarily used for vehicular travel.

SHOP DRAWINGS. Information and details for materials, products, or equipment to be supplied for the project, which are typically delivered to the project in an assembled or ready-to-use condition.

1.03 DEFINITIONS AND TERMS (Continued)

SHOULDER. That portion of the roadbed contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

SIDEWALK. That portion of the street primarily constructed for the use of pedestrians.

SLOPE. The inclination of a line or surface expressed as a ratio of horizontal distance to vertical distance.

SPECIAL PROVISIONS. Additions and revisions to the SUDAS Standard, General, and Supplemental Specifications covering conditions peculiar to an individual project. They only apply to a project when specified in the contract documents.

SPECIALTY ITEMS. Portions of work designated in the contract documents requiring equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor or the major types of work covered by the contract; typically including, but not limited to, earthwork for building construction, electrical, mechanical, masonry, roofing, drywalling, floor covering, glass and glazing, painting, conveying systems, etc.

SPECIFICATIONS. The general term comprising all the written directions, provisions, and requirements including the SUDAS Standard Specifications and those added or adopted as Supplemental Specifications or Special Provisions all of which are necessary for the proper performance of the contract.

SPEED LIMIT. Refers to the legally established speed limit before construction and not the advisory speed during construction.

STANDARD ROAD PLAN. The Iowa Department of Transportation's manual of detailed drawings showing standardized design features, construction methods, and approved materials.

STATE. The State of Iowa acting through its authorized representatives.

STATION. One hundred linear feet.

STREET. A general term denoting public way for vehicular travel, including the entire area within the right-of-way.

SUBBASE. The layer or layers of specified or selected material of designed thickness upon which a base course or pavement is constructed.

SUBCONTRACTOR. The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Jurisdiction, sublets a part of the work.

SUBGRADE. The top surfaced of a roadbed upon which the pavement structure and shoulders are constructed.

SUDAS STANDARD SPECIFICATIONS. The requirements contained herein applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract. Previously referred to as the Iowa Statewide Urban Standard Specifications for Public Improvements.

SUPERINTENDENT. The Contractor's authorized representative in responsible charge of the work.

SUPPLEMENTAL CONTRACT (AGREEMENT). Written agreement between the Contractor and Contracting Authority modifying the original contract pursuant to the Iowa Code.

1.03 DEFINITIONS AND TERMS (Continued)

SUPPLEMENTAL SPECIFICATIONS. Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications. They only apply to a project when specified in the contract documents.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

TARGET VALUE. When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

UNAUTHORIZED WORK. Unauthorized work is work done contrary to, in addition to, or regardless of, the contract documents, or the instruction of the Engineer; work done without lines, grade, and/or cross-section stakes and grades shown on the plans or as given by the Engineer; or work done in deviation from the contract documents without written authority.

UTILITY. Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas, power, telegraph, telephone, communications, transit, pipelines, and the like.

UTILITY AGENCY. Means and includes (1) all franchised utilities having utility system facilities within the Jurisdiction, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by the Jurisdiction; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

WORK. The work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

WORKING DAY. Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

END OF SECTION

PROPOSAL REQUIREMENTS AND CONDITIONS**1.01 QUALIFICATION OF THE BIDDERS**

- A. The Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.
- B. Upon request of the Engineer, the apparent lowest responsive bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's ability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated ability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

1.02 CONTENTS OF THE PROPOSAL FORMS

- A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.
- B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The Bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

1.03 QUANTITIES AND UNIT PRICES

- A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.
- B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in [Section 1040, 1.06 - Increase or Decrease of Work](#), and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.
- D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK

- A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal, except as provided in [Section 1040, 1.09 - Changed Site Conditions](#).
- B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.
- C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.
- D. By the submission of a bid on this work, the bidder acknowledges and agrees investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.
- E. The Jurisdiction does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal, except as provided in [Section 1040, 1.09 - Changed Site Conditions](#).

1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from the Jurisdiction.

1.06 ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the Jurisdiction to the bidder's business address with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

1.07 PREFERENCE FOR LABOR AND MATERIALS

- A. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Code Chapter 73.
- B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

1.08 TAXES

A. Sales Tax Exemption Certificate: The Jurisdiction, as a designated exempt entity awarding construction contracts, will issue Sales Tax Exemption Certificates to contractors and subcontractors allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45 and Iowa Administrative Code rule 701-219(423). This Sales Tax Exemption Certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

- 1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute Sales Tax Exemption Certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#). These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the Sales Tax Exemption Certificate and provide a copy to each supplier providing construction material. These Sales Tax Exemption Certificates and authorization letters are applicable only for the work under the contract.
- 2. At the time the Contractor requests permission to sublet according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#), the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors. For each subcontractor, include the Federal Employee Identification Number (FEIN), contact information, the name of a representative for the organization, a description of the work to be sublet, and the associated cost.
- 3. The Contractor and each subcontractor shall comply with said Iowa Code sales tax requirements, shall keep records identifying the materials and supplies purchased and verify they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

B. Alternate Sales and Use Tax: If the Jurisdiction, at its option, decides to utilize the sales and use tax option, it will so state by special provision and publication in the Notice of Hearing and Letting.

- 1. The bidders shall include in their proposals all amounts payable by the Contractor for taxes imposed by any taxing authority on the sale, purchase, or use of materials and equipment covered by the contract documents. All taxes of the foregoing description shall be paid by the Contractor.

1.08 TAXES (Continued)

2. After delivery of materials and equipment, the Contractor shall submit to the Jurisdiction a statement (on a current Iowa Department of Revenue form) of all taxes of the foregoing description paid on materials and equipment incorporated in the complete construction. If a Sales Tax Exemption Certificate is issued by the Jurisdiction according to [Section 1020, 1.08, A](#), no statement is required.
- C. Income Tax:** The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual, or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with the State of Iowa Department of Revenue in the amount required by law and shall file a certificate issued by the Department, as provided in Iowa Code Section 422.17, releasing the Jurisdiction from withholding any and all sums required by the provision of Iowa Code Section 422.17.

1.09 PREPARATION OF THE PROPOSAL

- A. Proposal:** Proposals shall be legibly written in ink or typed on the forms provided by the Jurisdiction and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the non-resident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the non-resident bidder's state or country of domicile at the time of a bid submittal.
- B. Unit Price Attachment:** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices. If the Jurisdiction decides to allow this unit price attachment option, it will so state by special provision.
1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.
 2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.
 3. The total amount bid shall be entered below the last bid item on the unit price attachment.
 4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).
 5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

1.09 PREPARATION OF THE PROPOSAL (Continued)

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.
 7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.
 8. When evaluating and tabulating the bids, the Jurisdiction shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.
- C. The bidder, as a business organization, shall comply with the requirements of [Section 1070, 1.11 - Business Organization Requirements](#).
- D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

1.10 BIDDERS CERTIFICATION

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the Jurisdiction.

1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
1. If submitted on a form other than that furnished by the Jurisdiction, or if the form is altered or any part thereof is detached or missing;
 2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;
 3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or
 4. If the bidder submits more than one proposal for the same work under the same or different names.
- B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:
1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
 2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS (Continued)

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Jurisdiction;
 4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The Jurisdiction may require the bidder to identify any corrections or alteration so initialed;
 5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.
- C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the Jurisdiction will make corrections thereto by an addendum.
- D. Proposals will be evaluated by the Jurisdiction pursuant to the provisions of [Section 1030, 1.01 - Acceptance or Rejection of Proposals](#).

1.12 SUBMISSION OF THE PROPOSAL, IDENTITY OF BIDDER, AND BID SECURITY

- A. The proposal shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

1.13 WITHDRAWAL OR REVISION OF THE PROPOSAL PRIOR TO OPENING OF PROPOSALS

- A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the Jurisdiction, provided such request is made in writing to the Jurisdiction prior to the time set for receiving proposals.
- B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the Jurisdiction prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.
- C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

1.14 OPENING OF PROPOSALS

At the time and place set forth in the notice to bidders, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS

- A. A bidder shall not withdraw its proposal for period of up to 60 calendar days after the date designated for opening of proposals, or such other period of time specified in the Notice. However, in those projects involving special assessments, and confirmation by the District Court, no bidder shall withdraw its proposal for a period of 30 calendar days after the confirmation of the assessments by the Court.
- B. In the event a bidder desires to withdraw its proposal, it shall make request therefore in writing to the Engineer stating the reasons for such withdrawal.
- C. If requested, the bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within 30 days, whichever is sooner.

END OF SECTION

APPROVAL FOR AWARD AND AWARD OF CONTRACT**1.01 ACCEPTANCE OR REJECTION OF PROPOSALS**

- A. The Jurisdiction reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in special provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in [Section 1020, 1.11 - Irregular and Nonresponsive Proposals](#); and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.
- B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.
- C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.
- D. Proposals may be rejected if the apparent lowest responsive bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract, or has an unsatisfactory record of performance and cooperation on any such previous contract, or has failed to maintain satisfactory progress on work already under contract.
- E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.
- F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. In the instance of a resident labor force preference, a non-resident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the non-resident bidder is a resident. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the proposal on the Bidder Status Form.
- G. Promptly after the proposals are opened and evaluated, the Jurisdiction shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

1.02 RELEASE OF BID SECURITY

- A. After the proposals are opened, verified, and duly considered, the Jurisdiction will promptly release the bid security of all except the lowest two bidders after the Jurisdiction's designation of the lowest responsive, responsible bidder. The bid security of the lowest two bidders will be promptly released after the Jurisdiction's approval of the contract executed by the lowest bidder. If all bids are rejected, all bid security will be promptly released.
- B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

1.03 AWARD OF CONTRACT

- A. **Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall present the signed and executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of [Section 1070, Part 3 - Bonds and Insurance](#) as required by the Jurisdiction. The Jurisdiction will thereupon receive and file such documents and award the contract.
- B. **Deferred Award:** The Jurisdiction reserves the right to defer award of any contract for a period not to exceed 60 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.
- C. **Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the Jurisdiction, the amount of the bidder's bid security may at the Jurisdiction's option be forfeited and shall become the property of the Jurisdiction, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the Jurisdiction, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the Jurisdiction in any legal manner.
- D. **Disclosure of Subcontractors:**
 - 1. The lowest responsive, responsible bidder shall be required to file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#).
 - 2. If after award of the contract a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work.

If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

END OF SECTION

SCOPE OF WORK**1.01 INTENT OF THE CONTRACT DOCUMENTS**

- A. These SUDAS Standard Specifications have been prepared to provide construction utilizing the best general practices and construction methods, utilizing first quality materials and work. The Contractor shall be responsible for providing or undertaking all work, labor, materials, equipment, tools, transportation, supplies, and activities included in these specifications, unless the responsibility for undertaking or providing same is specifically assigned to an identified party other than the Contractor.
- B. The intent of the contract documents is to provide for the construction and completion in every detail of the work described or as may be amended. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the contract documents. The apparent silence or omission of the contract documents as to any detail shall be regarded as meaning only the best general practice is to prevail and only first quality materials and work are to be used.
- C. To prepare the plans, specifications, and contract documents, the Engineer may have performed exploratory work to gain information relative to surface and subsurface conditions. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made for the Jurisdiction to identify construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee conditions other than those indicated will not be encountered at the time of construction. The Contractor's bid shall be prepared based upon its examination of the site and its exploratory work.
- D. Before making whatever additional investigations it feels are advisable, a bidder should contact the Engineer to determine available project area. If the Jurisdiction has not obtained right-of-entry for such investigation, the bidder shall be responsible to secure right-of-entry to any parcels where the Jurisdiction has not previously obtained right-of-entry before doing any investigation work. The bidder shall also be responsible for any traffic control necessary for any investigation work. The bidder shall further be responsible to obtain prior utility locates necessary to conduct such investigations.

1.02 CORRELATION OF THE CONTRACT DOCUMENTS

The plans and specifications are intended to supplement each other so any work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and shall be completed the same as if that work was mentioned or shown on both and to the true intent and meaning of said plans and specifications.

1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

- A. In case of any discrepancy between the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:
 - 1. Change Orders
 - 2. Addenda
 - 3. Proposal and Contract
 - 4. Special Provisions
 - 5. Plans, including plan notes

1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS (Continued)

6. Supplemental Specifications (Jurisdictional document)
7. General Supplemental Specifications (SUDAS)
8. SUDAS Standard Specifications

In case of a discrepancy within any contract document, the following shall prevail, or govern, in descending order: written text, numerals, drawings.

- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications.

1.04 CONFORMITY WITH THE CONTRACT DOCUMENTS

- A. **Reasonably Close Conformity:** All work performed and all materials furnished shall comply with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents. Where tolerances are not specified, work shall comply with reasonable and customary manufacturing and industry standards. The Engineer may, in the Engineer's sole discretion, accept variations beyond such requirements or tolerances where they will not materially affect the value or utility of the work and interests of the Jurisdiction.
- B. **Defective Work:** Work not in reasonably close conformity with the contract documents, or requirements thereof that, in the sole discretion of the Engineer, has resulted in inferior or unsatisfactory work. Defective work shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- C. **Deficient Work:** Work not in reasonably close conformity with the contract requirements but that, in the sole discretion of the Engineer, may be accepted and allowed to remain in place with a price adjustment and/or extended warranty period. In the event the Engineer agrees to accept deficient work with a price adjustment/extended warranty, the Engineer will document the basis of acceptance by contract modification making appropriate adjustments in the contract price for such work or materials.

1.05 PLANS

The final plans on file in the Jurisdiction show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.

Electronic support files, if available, will be provided prior to letting and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract documents shall govern. No guarantee is made that the data systems used by the Engineer will be directly compatible with the systems the Contractor uses.

Electronic information shall not be considered a representation of actual conditions to be encountered during construction. Providing the Contractor this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered, including, but not limited to, site visits and basing the bid on information obtained from these investigations and professional interpretations and judgment. The Contractor assumes the risk of error if the information is used for any purposes for which the information was not intended. Assumptions the Contractor makes from this electronic information or manipulation of the electronic information is at their risk.

If changes are made during construction, regardless if the change is initiated by the Contracting Authority or Contractor, it shall be the Contractor's sole responsibility to update electronic files that they will use.

1.06 INCREASE OR DECREASE OF WORK

- A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.
- B. Unless such alterations, increases, or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.
- C. Whenever materials have been delivered to the Contractor or to the work site and the bid item related to those materials is deleted, the Jurisdiction will determine one of the following:
 - 1. Pay invoiced cost for the materials, not to exceed 80% of the authorized amount for the bid item, plus 10% of the invoiced material cost as an overhead charge in addition to documented transportation costs to have the Contractor deliver the materials to the site designated by the Engineer
 - OR
 - 2. Pay the invoiced restocking fee (not to exceed 15% of the actual material cost), plus 10% of the restocking fee as an overhead charge, in addition to documented transportation costs incurred by the Contractor to return the materials.

1.07 CHANGE ORDERS

- A. **Oral Orders:** The Engineer shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.
- B. **Written Orders:** The Engineer may in his/her discretion, and subject to formal approval by the Jurisdiction, if required, issue written change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work; however, the Engineer may, in case of emergency of endangering life or property, orally authorize such a change order without formal approval by the Jurisdiction. Each written change order for extra work shall be explicit in its instruction and shall be duly executed by the Jurisdiction. One copy of said change order shall be filed with the Contractor. Each change order shall stipulate the amount and method of payment.

1.08 SITE CONDITIONS

- A. The Contractor is required by [Section 1020, 1.04 - Examination of the Contract Documents and Site of Work](#) to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Jurisdiction makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Jurisdiction shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.
- B. Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Jurisdiction to agree to pay for additional work by the contractor necessitated by such site conditions.

1.09 CHANGED SITE CONDITIONS**A. Latent or Subsurface Conditions:**

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.
2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

B. Compensation:

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.
2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to [Section 1040, 1.11 - Delays Caused by the Jurisdiction](#) and [Section 1080, 1.09 - Extension of Time](#).

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the work under the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which the claim is based. The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to extra compensation.
2. The Jurisdiction shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.
3. In any case where the Contractor deems that extra compensation is due from the contracting authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

4. In either case, if such notification is not given, or if after such notification is given, the Engineer is not allowed facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.
 5. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other person having knowledge of the facts.
- B. Presentation and Consideration of Claim:** If the claimant wishes an opportunity to present its claim in person, the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present its claim in person, the Jurisdiction, within 30 calendar days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons therefore. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- C. Request for Arbitration:** In the event a Contractor's claim as outlined in the above procedure has been disallowed, in whole or in part, the Contractor may, within 30 calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its claim or claims be submitted to a board of arbitration. The Jurisdiction shall decide if the matter is subject to arbitration and shall, within 30 calendar days of the receipt of the request for arbitration, grant or deny the request for arbitration. The Jurisdiction's decision shall be final.
- D. Board of Arbitration:**
1. The board of arbitration shall consist of three persons - one to be appointed by the Jurisdiction, one to be appointed by the Contractor, and the third to be appointed by the two arbitrators thus chosen.
 2. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time the claim arose, or at the time of arbitration.
- E. Arbitration Proceedings:** The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Jurisdiction and the Contractor. If the desired records are not produced within 10 calendar days after they are requested, the board of arbitration shall proceed without them as best it may. Notification of arbitration proceedings shall be made by the arbitration board to both the Jurisdiction and the Contractor, and each shall have the opportunity to attend all sessions of the arbitration board. In determining the findings or award or both, a majority vote of the board shall govern. Copies of the findings or award or both, signed by the arbitrators, shall be filed with the Jurisdiction and the Contractor. A unanimous report or majority report may be used. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne by the parties.

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

F. Jurisdiction of Board of Arbitration: The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The board's jurisdiction shall not extend to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board shall not extend to setting aside or modifying the terms or requirements of the contract.

G. Determination of Board of Arbitration Final: The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiation between the parties. In the event a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available to it. The Contractor shall not initiate any suit against the Jurisdiction for the adjudication of any claim until said claim has been first presented to the Jurisdiction, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

1.11 DELAYS CAUSED BY THE JURISDICTION

If the Jurisdiction or its agents should cause a delay in any part of the work or in the final completion of the job, this fact shall not make void the provisions of the contract as to liquidated damages; but the Contractor will promptly be given such extension of time for the final completion of the job as the Jurisdiction may deem proper to compensate the Contractor for such delay.

1.12 ORAL AGREEMENTS, CONVERSATIONS, AND INFORMAL COMMUNICATIONS

No oral agreement or conversation made or had with any officer, agent, or employee of the Jurisdiction, and no informal written communication from any officer, agent, or employee of the Jurisdiction, occurring either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents. Such oral contact and such informal writings shall be considered as unofficial information and in no way binding upon the Jurisdiction.

1.13 ERRORS OR OMISSIONS

The Contractor shall examine the plans before beginning construction work. If errors or omissions are discovered in the plans, the Contractor shall call them to the attention of the Engineer before proceeding with the work. In no case shall the Contractor make the corrections therefore without written permission from the Jurisdiction. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors or omissions, they will be furnished by the Jurisdiction from time to time as the work progresses.

END OF SECTION

CONTROL OF WORK**1.01 AUTHORITY OF THE ENGINEER**

- A. The work included in the contract is to be done to the complete satisfaction of the Engineer, and the decision of the Engineer as to the true construction and meaning of the contract documents, plans, specifications, estimates, and as to all questions arising as to proper performance of the work, shall be final, except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- B. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract documents, and the Engineer's determination thereof shall be final except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- C. The Engineer shall decide any and all questions that may arise regarding the quality or acceptability of materials furnished and work performed, the rate of progress of the work, including cleanup and restoration, acceptable fulfillment and performance of the contract on the part of the Contractor, and compensation. The decision of the Engineer in such matters shall be final except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- D. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to ensure the quality of work conforms to these specifications and other provisions of the contract documents and the contract will be completed as scheduled.

1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

- A. The Engineer may appoint a representative to monitor any or all materials used and work done. Such observation may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Engineer's authorized representative will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the work, the Engineer's authorized representative will keep the Engineer informed as to the progress and quality of the work and the manner in which it is being done.
- B. Results of tests and examinations may be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents. The Engineer's authorized representative will call to the attention of the Contractor any lack of compliance with the contract documents. However, failure of the Engineer's authorized representative or the Engineer to call the attention of the Contractor to faulty work or to lack of compliance with the contract documents shall not constitute acceptance of such work.
- C. The Engineer's authorized representative will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the contract documents. The Engineer's authorized representative will act under the authority of the Engineer to reject defective work or material, and to suspend any work that is not being properly performed, subject to the final decision of the Engineer.
- D. The Engineer's authorized representative will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The Engineer's authorized representative will exercise such additional authority as may, from time to time, be delegated by the Engineer.

1.03 COOPERATION BY THE CONTRACTOR

- A. A set of approved plans, specifications, contract documents, and any special provisions and authorized alterations will be supplied to the Contractor, and the Contractor shall have them available on the job site at all times.
- B. A competent, authorized representative of the Contractor shall be present on the site of the work continually during its progress. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. This representative shall supervise, direct, and control the Contractor's operations, personnel, and work, and oversee the Subcontractor's operations.
- C. The Contractor shall give the Engineer written notification of the name of the Superintendent. The Contractor or its Superintendent shall receive from the Engineer all explanations and directions necessary for the satisfactory prosecution and completion of the work.
- D. The Contractor shall not cause any unnecessary delay or hindrance to other contractors on the work and shall be required to cooperate with other contractors to the fullest extent.

1.04 COOPERATION WITH OTHER CONTRACTORS

- A. The Jurisdiction reserves the right to award other contracts in connection with this work and the total improvement. The Contractor is required to become fully informed of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other contractor or agency. The Contractor shall give other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly integrate, incorporate, and/or coordinate its work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results on the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work by another contractor that renders it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the integration or incorporation of its work, except as to defects that may develop in the other contractor's work after the execution of the Contractor's work.
- C. Wherever work being done by the Jurisdiction's forces or by other contractors is contiguous to work covered by the contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.
- D. Unless otherwise specified in the contract documents, the Contractor shall give notice, as hereafter provided, to all utilities, public and private agencies, abutting property owners, and all others affected by its operations as to time for starting and for completion of its work, names of streets or locations of alleys closed, schedule of operations, and routes of detours where possible. Notification shall be made sufficiently ahead of time to provide proper re-routing of traffic and erecting of signs before the work is to begin.
- E. The Contractor shall properly coordinate and expedite its work in such a manner as to cause the least amount of conflict and interference between its operation and those of all others affected by its operations. Any or all damages or claims resulting from the improper or insufficient notification of all others affected by its operations shall be the responsibility of the Contractor.

1.05 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS**A. Submission of Drawings:**

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.
2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.
2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

1.06 CONFLICT AVOIDANCE

- A. Expose possible conflicts, such as utility lines and drainage structures. Verify elevations of each and verify clearances for proposed construction.
- B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on the plans.
- C. See [Section 1040, 1.09 - Changed Site Conditions](#) if unknown or changed conditions are encountered.

1.07 EXAMINATION OF MATERIALS AND WORK

- A. The Contractor shall furnish the Engineer and its agents every reasonable opportunity to ascertain whether the work and materials are in reasonably close conformity with the contract documents. At any time before final acceptance of the work, at the request of the Engineer, the Contractor shall remove or uncover portions of the work for examination. After examination, the Contractor shall restore such portions of the work to the standards required by the contract documents.

1.07 EXAMINATION OF MATERIALS AND WORK (Continued)

- B. Should the work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such work shall be paid for as specified in [Section 1090, 1.04 - Payment for Change Orders](#). Should the work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such work shall be at the Contractor's expense.

1.08 REMOVAL OF DEFECTIVE WORK AND MATERIALS

- A. Defective work or materials may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work shall be immediately corrected to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship shall not release the Contractor, nor shall it be construed as an acceptance of such work, nor shall the final acceptance of such work bar the Jurisdiction from recovering damages on account thereof.
- B. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced according to the contract documents.
- C. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Jurisdiction to declare the contract in default. No compensation will be paid to Contractor for defective work or materials, or for the satisfactory removal, correction, or disposal thereof.

1.09 UNAUTHORIZED WORK

- A. Unauthorized work is work done contrary to the work shown in the contract documents. The Jurisdiction will not pay for unauthorized work.
- B. Unauthorized work may be ordered to be removed and replaced immediately at the Contractor's expense.

1.10 LINE AND GRADE STAKES

- A. Minimum standards for construction survey provided by the Jurisdiction will meet the requirements of [Section 11,010](#). The Engineer will set the necessary stakes promptly upon notification by the Contractor that stakes are needed.
- B. The work shall be performed in strict conformity with the contract documents and to the lines and grades as fixed by the Engineer, and shall be according to such instructions as may be given by the Engineer. When such stakes or lines are given by the Engineer, the Jurisdiction will be responsible for the correctness thereof, and the Contractor will be responsible for their proper use, interpretation, and preservation.
- C. The Contractor shall protect and preserve in their original position all stakes, points, or marks set for the work by the Engineer. Where the Engineer shall consider such stakes, points, or marks to have been unnecessarily altered or destroyed, the Engineer may cause the expense of correcting or replacing them to be charged to the Contractor and the amount of such costs deducted from any monies due or which may become due to the Contractor under the contract.

1.11 PROVIDING JOB SITE UTILITIES

- A. The Contractor shall make all necessary arrangements for the provision to the job site of all required utilities for the project. The Contractor shall arrange its work so it will not be delayed because such regulations or requirements relating to the use of utilities. All costs for the provision of utilities to the job site shall be borne by the Contractor.
- B. Fire hydrants shall not be used by the Contractor or its subcontractors unless authorization for such use has been obtained from the appropriate water utility agency.

1.12 SALVAGE

- A. When the contract documents specify salvage of materials for the Jurisdiction as part of the work, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage. When the contract documents provide for salvage of such materials by the Contractor, the Contractor shall salvage such materials and promptly remove them from the site.
- B. The Contractor shall not allow inspection or sale of salvage materials to third parties at the site without written approval of the Jurisdiction.

1.13 PROTECTION OF WATER QUALITY AND WETLANDS

- A. The Contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1344 and 33 CFR 323) and Executive Order 11990. When it becomes necessary for the Contractor to work in waters of the United States, the Contractor shall be aware that a Section 404 permit may be required.
- B. When required, the Contracting Authority will obtain a Section 404 permit for essential work on the right-of-way prior to the award of the contract. The Contractor shall adhere to the requirements of the permit. Activities occurring in or across waters of the United States not specifically reviewed and approved in the permit are not authorized. If the Contractor desires to use construction methods that are not specifically approved by the permit, the Contractor shall be responsible for obtaining approval in the form of a new Section 404 permit from the U.S. Army Corps of Engineers and possibly Iowa DNR. The Contractor shall not use construction methods that require additional mitigation by the Contracting Authority. The Contractor will not be granted additional compensation or contract time due to their request for a new permit. If, however, due to no fault of the Contractor, a Section 404 permit modification involving activities within the right-of-way is deemed necessary by the Engineer, additional contract time and/or compensation may be considered.

1.14 FINAL INSPECTION AND ACCEPTANCE

- A. As soon as practicable after the completion of the work, it will be inspected thoroughly by the Engineer. The Contractor will be notified when the inspection is to be made so it or its representative may be present.
- B. If the inspection reveals any defects in the work as contemplated by the specifications, such defects shall be repaired or unsatisfactory work shall be replaced, as the Engineer may direct, before final acceptance. The cost of all such repairs and replacement shall be borne by the Contractor, and no extension of the contract time shall be granted because of the time required to remedy such defects.
- C. When the work is found to be satisfactory, it will be accepted as provided in [Section 1090.1.08 - Acceptance and Final Payment](#). Such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

1.15 ADDITIONAL CONTRACTOR RESPONSIBILITIES

If a form of automated machine guidance (AMG) is used for grading or paving operations, the following is required:

- A. At least one week prior to the preconstruction meeting, submit to the Engineer for review a written AMG work plan which indicates the following:
 - Equipment type
 - Control software manufacturer and version
 - Proposed location of GPS base station for broadcasting differential correction data to rover units
 - Proposed locations where AMG will be utilized
- B. Provide Engineer with up to 8 hours of formal training on Contractor's AMG systems.
- C. For grading contracts, provide a rover for use by the Engineer.
- D. Check and recalibrate, if necessary, the AMG system at the beginning of each work day.
- E. Contractor will bear all costs associated with use of the AMG system, including but not limited to reconstruction of work that may be incurred due to errors in application of the AMG system. Correction of grade elevation errors and any associated quantity adjustments resulting from the Contractor's activities are to be done at no cost to the Contracting Authority.

END OF SECTION

CONTROL OF MATERIALS**1.01 MATERIALS SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

- A. Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Engineer in writing of the proposed sources of those materials requested by the Engineer promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.
- B. For the convenience of the Contractor, and when convenient to the Engineer, materials may be inspected at the site of production. Materials tested and found in compliance at the site of production may be later inspected for reasonably close conformity and normally will not be rejected except for obvious mistakes, contamination, quality change, or mishandling. To avoid later rejection, materials that usually show an extreme change in character or quality prior to or during the process of incorporation into the work should be produced to more rigid limits than those required by the specifications.
- C. At the option of the Engineer, approval of the source, or approval of materials at the source prior to delivery, may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that use of unfit materials can not be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery, and at any time during the process of preparation and use, materials shall be subject to the approval of the Engineer.
- D. Materials not previously inspected will be inspected at the project site. Acceptance at that time will be based on sampling and testing, producer's certifications, visual inspection, or any combination of these at the discretion of the Engineer.
- E. Use of materials on the basis of the producer's certification, quality control tests, and evaluations may be permitted or required. The Engineer may require specific data obtained by qualified persons and procedures be provided with the material, when delivered. Certified gradation testing by a certified aggregate technician will be required for all aggregates to be furnished by the Contractor, and shall be done according to the current [Iowa DOT Materials I.M. 209](#).

1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS AND OTHER SUBSTITUTIONS

- A. **General:** In order to establish a basis of quality for the work, performance, or economy of operation, certain processes, types of machinery and equipment, or kind of material may be referenced in the contract documents by designating a manufacturer by name and referring to its brand or model numbers. Such reference is not intended to foreclose other processes, equipment or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards. There may be instances where the Engineer will not consider alternate processes, equipment, or materials.
- B. **Consideration:**
 - 1. The Jurisdiction may consider alternate processes, equipment, or materials for those specified in the contract documents; however, it is only an indication that the Jurisdiction will not foreclose consideration of the bidder's/contractor's request, and is not an approval. Following are the steps for consideration of alternate processes, equipment, or materials:

**1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS AND OTHER SUBSTITUTIONS
(Continued)**

- a. If a bidder/contractor desires to use alternate processes, equipment, or materials, the bidder/contractor shall contact the Engineer to confirm the Jurisdiction would consider alternate processes, equipment, or materials for those as specified in the contract documents.
 - b. Support/requirements for submissions of alternatives:
 - 1) The Engineer will consider and evaluate other products, equipment, methods, and systems only when such items are accompanied by full and complete technical data, test data, code compliance, and other relevant information, including samples and finishes where appropriate.
 - 2) The bidder/contractor shall submit design information, material compatibility, performance, durability, laboratory tests, chemical analysis, color, manufacturer's specifications, and other relevant information as proof of quality and integrity when presenting proposed alternatives to the Engineer for consideration. The bidder/contractor must include the kind, quality, design, and performance of the proposed materials and equipment.
 - 3) If alternate methods are proposed, the contractor shall furnish complete engineering plans covering the proposed change.
 - 4) It is the sole responsibility of the proposer of any alternative product to have pre-qualified the product proposed for its intended use for compliance with all applicable codes within the Jurisdiction prior to submittal to the Engineer for consideration.
 - c. In making an alternative request, the contractor shall be responsible for all costs including reimbursing the Engineer for services furnished and any time required to review the proposed change.
 - d. If the bidder/contractor desires to use alternate processes, equipment, or materials for those as specified in the contract documents, the bidder/contractor shall secure the written approval of the Engineer before entering an order therefore.
 - e. Proposed alternative processes, equipment, or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards will be given written approval to be used on the project as an "Approved Equal" or "Equivalent" to the specified item.
 - f. If approval as an "Approved Equal" or "Equivalent" is given by the Engineer, such approval will be on the condition that the bidder/contractor shall be fully responsible for producing construction work in reasonably close conformity with contract requirements.
 - g. In order to ensure fair competitive bidding, it is critical that all bidders base their bids on providing the material, equipment or process (including those trade named) fully complying with the contract documents.
 - h. The contractor shall not be entitled to any additional compensation if the Engineer does not approve the contractor's request for alternate processes, equipment, or materials after the contract is awarded. The bidder/contractor is solely at risk until the Engineer issues written notification of "Approved Equal" or "Equivalent."
 - i. The Jurisdiction reserves the right to adjust the contract price when the cost of an "Approved Equal" or "Equivalent" is less than the cost of the specified item. The contractor shall estimate the net savings of the proposed alternate and if the Engineer approves the proposal, a change order may be processed to reduce the contract amount by up to 50% of the estimated net savings of the "Approved Equal" or "Equivalent."
2. If the contract documents state that the Jurisdiction will not consider alternate processes, equipment, or materials, the bidder/contractor shall not propose any alternates to those specified in the contract documents.

1.03 SAMPLES AND TESTING

- A. Each consignment of material shall be tested or inspected before being incorporated into the work and shall be approved by the Engineer in charge of the work before it is used. The Contractor shall allow such facilities for collecting and forwarding samples and subsequent testing as the Engineer may require.
- B. Samples shall be supplied to allow ample time for testing without delaying the work. No material for which samples are requested shall be used until the samples have been approved. If necessary, work will be delayed or suspended, at no cost to the Jurisdiction, to permit the completion of all specified tests and examinations. Tests made on the samples of materials utilized for improvements constructed under these specifications will be made by the Jurisdiction at no cost to the Contractor.
- C. All tests shall be made by the Jurisdiction testing laboratory, or at such independent testing laboratories as the Engineer shall approve. Except as otherwise specified, the testing of materials furnished for use under these specifications shall be done according to the methods described in the specific ASTM, AASHTO, AWWA, or other authorized specifications for each material. Results of all tests shall be submitted to the Engineer.

1.04 STORAGE OF MATERIALS

The Contractor shall be responsible for care and storage of materials delivered to the work site or purchased for use. Material delivered to the work site and damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections, to minimize environmental damage, and not interfere with operations.

1.05 UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given by the Engineer.

1.06 MATERIALS SUPPLIED BY THE JURISDICTION

When any materials are to be furnished by the Jurisdiction, the designation of such materials and the time of availability will be included in the contract documents.

1.07 MATERIALS SUPPLIED BY THE CONTRACTOR

- A. Unless otherwise stated in the contract documents, all materials and equipment needed for, or to become a part of, the work shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials and equipment of the quality specified and of the quantity necessary, and shall be responsible for payment of the purchase and/or delivery cost of such materials and equipment.
- B. All materials and equipment that become the property of the Jurisdiction as a part of the project shall be unused and newly produced or manufactured with original materials (as opposed to recycled or used materials), shall be state of the art for that material or equipment, and shall be properly stored to protect the integrity of the material and equipment. The Engineer may waive this provision and accept used or recycled material or equipment prior to submission of the bid. Such waiver must be in the form of an addendum.

END OF SECTION

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**PART 1 - LEGAL RELATIONS****1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS**

- A. The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.
- B. References in these specifications to particular chapters or sections of the Iowa Code shall be to those chapters or sections as they appear in the current version of the Iowa Code. In the event such chapters or sections of the Iowa Code are subsequently amended, the specifications shall be deemed to refer to those chapters or sections as amended.
- C. During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
 - 4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS
(Continued)**

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.02 GOVERNING LAW

The law of the State of Iowa shall govern this contract and all subcontracts for materials and services entered into by the Contractor.

1.03 PERMITS AND LICENSES

The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits and licenses will be waived by the Jurisdiction. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

1.04 PATENTS AND ROYALTIES

The Contractor shall defend, indemnify, and save the Jurisdiction harmless against all claims arising from alleged infringements of patents and royalties covering tools, machinery, processes, appliances, devices, or materials used in connection with the work. Unit prices provided in the proposal shall include payment of all necessary royalties or licenses.

1.05 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT

The Contractor shall complete any portion or portions of the work in such order and at such time as the Engineer may require. The Jurisdiction shall have the right to use any completed or partially completed portions of the work at any time, but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine appropriate. When improvements are released to the Jurisdiction for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility for damages due to the elements or due to ordinary public use, but only the released and used portion of the improvements. Such release by the Contractor to the Jurisdiction for public use shall be directed in writing by the Engineer.

1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- A. Until the work is accepted by the Jurisdiction, it shall be in the custody of and under the charge, care, and control of the Contractor, who shall take every precaution against damage to the work by action of the elements or any other cause. The Contractor shall rebuild, repair, restore, and make good at its own expense, all damages to any portion of the work before acceptance thereof by the Jurisdiction. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK (Continued)

- B. If the Contractor completes a unit or portion of the work, the Jurisdiction may at its discretion accept such work and the Contractor may be relieved of further responsibility for such unit or portion of the work. Such partial acceptance shall not void or alter any of the terms of the contract, nor shall it constitute final acceptance of the work as provided in [Section 1090, 1.08 - Acceptance and Final Payment](#).

1.07 RESPONSIBILITY FOR DAMAGE CLAIMS

The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

1.08 PERSONAL LIABILITY OF PUBLIC OFFICIALS

Neither the Engineer nor the Engineer's authorized representatives, agents, or assistants shall have any liability, either personally or as officials of the Jurisdiction, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them thereby. It being understood that in such matters they will act as the agents and representatives of the Jurisdiction.

1.09 WAIVER OF LEGAL RIGHTS

- A. The Jurisdiction shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or from showing that the work or materials do not in fact conform to the contract documents.
- B. The Jurisdiction shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its surety such damages as it may sustain, and all outlay and expense it incurs, by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Jurisdiction nor any of its representatives, nor any payment for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Jurisdiction, shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.
- C. The Contractor hereby waives any claims it may hereafter be entitled to assert against the Jurisdiction, its officers, agents, employees, or consultants, on its behalf or on behalf of its employees, agents, subcontractors, sub-subcontractors, and suppliers, for loss of or damage to personal property, tools, or equipment owned by it or its employees, agents, subcontractors, sub-subcontractors, and suppliers, which loss or damage is sustained on the Jurisdiction's project property, or which occurs during work on the project, and the Contractor agrees to assume liability or responsibility for such claims and to procure insurance to cover its exposure in that regard.

1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS

- A. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to test or inspect materials, equipment, or manufactured assemblies and to accept or reject those and other elements of the work.

1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS (Continued)

- B. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to require the Contractor's preparation of shop drawings for review and to accept or reject same. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such shop drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.
- C. Acceptance or approval by the Engineer as therein provided shall not operate to relieve the Contractor of its obligation (1) to perform the work as required by the contract documents in a workmanlike manner and according to the standards for construction applicable to the type of work covered by this contract generally observed by contractors in this locale and (2) to provide materials and equipment meeting the quality requirements as provided in the contract documents. The Jurisdiction assumes no responsibility for errors in shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
- D. No such acceptance by the Jurisdiction shall constitute a waiver by the Jurisdiction of its right to subsequently reject defective work, materials, or equipment. Further, no such acceptance by the Jurisdiction or the Engineer shall be deemed a waiver by the Jurisdiction of its right to recover from the Contractor all losses, damages, outlay, or expense it incurs, which is attributable to such defective work, materials or equipment, or manufactured assemblies, nor shall such acceptance or approval be deemed a waiver of the Jurisdiction's right to indemnity from the Contractor for damage or injury to third parties occasioned by such defective work, materials, or equipment.

1.11 BUSINESS ORGANIZATION REQUIREMENTS

The bidder, or contractor, as a business organization shall comply with the following:

- A. A corporation, limited liability company, limited partnership, or other type of business organization governed under Iowa statutes must be registered with the Iowa Secretary of State, must use the name under which it is registered with the Iowa Secretary of State, must be authorized to do business in Iowa, and must be registered as a contractor with the Iowa Department of Labor.
- B. A partnership, sole proprietorship, company operating under a trade name, or other type of business organization not governed under Iowa statutes should be registered in the Office of the County Recorder where it is located or where the work is to be performed, must use the name under which it is registered, and must be registered as a contractor with the Iowa Department of Labor. Prior to entering into contract, the designated low bidder, if it is not required to be registered with the Iowa Secretary of State, shall provide to the Jurisdiction the name and address of its registered agent or lawful representative upon whom legal notices and processes may be served. The registered agent or lawful representative must be an Iowa resident, an Iowa profit or nonprofit corporation, or a foreign profit or nonprofit corporation qualified to do business in Iowa.
- C. A foreign business organization, organized under the laws of a state other than Iowa, shall file with the Engineer's documentation that it has complied with all the provisions of this section prior to entering into a contract.

1.11 BUSINESS ORGANIZATION REQUIREMENTS (Continued)

- D. If a bid is proposed to be submitted by two persons or entities as a joint venture, the names of the two persons or entities appearing on the documents must be followed by the notation – “a joint venture.” In that instance, the bid must also be signed by authorized agents of both entities, and the bid security must indicate that it “applies to and covers the proposal for construction of (Project Name) submitted by the (principal on bond) and (name of other company), submitted as a joint venture proposal.” A bid submitted by two persons or entities without any indication they are submitting it as a joint venture, without being signed by authorized representatives of both entities, and without bid security covering both entities as a joint venture, will be rejected.

1.12 CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA

The Contractor agrees that any causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract shall be brought in the Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located. Contractor further consents, on behalf of itself and its subrogees and assigns, to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action.

1.13 SEVERABILITY

It is the intent of the Jurisdiction and the Contractor that the lawful provisions of this contract shall be severable from any provisions of this contract that are hereafter declared to be illegal or void by a court of competent jurisdiction.

PART 2 - RESPONSIBILITIES TO THE PUBLIC**2.01 SANITATION**

The Contractor shall arrange for the necessary sanitary conveniences, properly secluded, for the workers on the project. These shall be maintained in a manner inoffensive to the public and in compliance with the local health regulations.

2.02 CONVENIENCE AND SAFETY

- A. Use of Streets:** The Contractor is granted the privilege of using Jurisdictional roads, streets, or highways, as shown on the plans, for the purpose of doing work specified in the contract, but is not granted exclusive use of such roads, streets, or highways.
- B. Protection of Workers and the Public:** The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

After November 24, 2008, all personnel shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment in the right-of-way.

- C. Convenience and Access:** The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area. The Contractor shall also provide access to the abutting property to the greatest extent practicable.
- D. Worker Safety:** The Contractor shall comply with all current and future federal and state OSHA requirements. Nothing in this contract or any action by the Jurisdiction shall be interpreted or construed as a waiver of OSHA requirements. It is the Contractor's obligation to follow OSHA requirements and standards at all times.

E. Project Area or Work Site Safety:

1. In accordance with Section 1070, 1.06, until the work is accepted by the Jurisdiction, the work shall be in the custody of and under the charge, care, and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.
2. The Contractor should have a safety program; however, the Contractor need not submit a safety program to the Jurisdiction, and the Jurisdiction will not review or approve the Contractor's safety program. The Jurisdiction assumes that the Contractor will maintain a safe worksite; however, the Jurisdiction's staff will not intrude in the Contractor's responsibility for safety issues.
3. The Engineer may assign some or all of the duties and responsibilities of the Engineer to an authorized representative for a given project. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to assure that the quality of work conforms to these specifications and other provisions of the contract documents and that the contract will be completed as scheduled.

2.02 CONVENIENCE AND SAFETY (Continued)

4. The Engineer may appoint an authorized representative on the work site to monitor the materials used and the work done by the Contractor. The Engineer's authorized representative is not a safety inspector and is not responsible for monitoring, directing, or otherwise ensuring the safety of the Contractor, its subcontractors, its suppliers, or any others that may be on the work site.
5. Construction of the work included in the contract is by its nature dangerous work; and the Contractor is hereby notified that it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work. It is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.

2.03 WORK AREA

- A. The Contractor shall confine its work to the Jurisdiction's premises, including construction easements and construction limit lines as shown in the contract documents and verified by the Engineer. The Contractor shall not enter upon or place materials on any private property for which the Jurisdiction has not obtained an easement for such use. The Contractor agrees to defend, indemnify, and hold the Jurisdiction harmless from all suits and actions of every kind and description resulting from the Contractor's use of private property. Before beginning construction, the Contractor shall check with the Engineer for any special instructions concerning easements.
- B. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Jurisdiction. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, after the completion of the work.

2.04 PROJECT AREA FOR THE WORK

- A. **Acquisition:** Existing and proposed additional right-of-way or easements shown on the plans and/or in the contract documents will provide, without cost to the Contractor, adequate space for the performance of the work. If the contract documents do not contain a notice to the Contractor of non-acquired additional right of way or easements, as shown on the plans, and the Contractor provides documentation acceptable to the Engineer, compensation will be allowed for loss or damage occasioned by delays in securing said right-of-way or easements; and, if the need to acquire such additional right-of-way or easements is the sole and only cause of the impossibility of completing the work within the specified time, the Jurisdiction may grant an extension of time if requested by the Contractor. Before beginning construction, the Contractor shall obtain from the Engineer a list of any easements or right-of-way not acquired and any special instructions pertaining to properties affected by the work.
- B. **Location:** Property lines, limits of easements, and limits of construction permits are indicated on the plans, and it shall be the Contractor's responsibility to confine its construction activities within those limits.
- C. **Use:** The Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.
- D. **Encroachments:** Any damage resulting to persons or property from the Contractor's encroachment beyond the specified limits shall be the sole responsibility of the Contractor.

2.05 EXPLOSIVES

- A. Use:** The Contractor shall not blast any rock or other materials or allow the same to be done in prosecution of the work, unless it secures the Engineer's approval, proper insurance coverages, and a blasting permit when required.
- B. Safety:** The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or its agents. The Contractor shall use the utmost care to not endanger life or damage property; and whenever ordered by the Engineer, the number and size of the charges shall be reduced. Suitable coverages or mats shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench. All explosives shall be stored in a secure manner and clearly marked according to all applicable laws and regulations.
- C. Regulations:** The Contractor shall abide by all existing Federal, State, and Local regulations regarding the use of explosives, including, but not limited to, Uniform Fire Code, Article 77, and National Fire Protection Association 495, Explosive Materials Code of the National Fire Codes.

2.06 TRAFFIC CONTROL**A. General:**

1. The Contractor shall maintain traffic and shall provide and maintain traffic control devices according to the contract documents. If there is no specific traffic control plan, then the Contractor's traffic control devices shall meet the requirements of and be placed according to the current edition of MUTCD.
2. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

B. Closing Streets to Traffic:

1. Upon the Engineer's approval, the Contractor may close streets or parts of streets to vehicular traffic as soon as the construction work is started; such streets or parts of streets shall remain closed as long as construction work or condition of the finished work requires. The Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets until some of the improvement is finished and opened to traffic.
2. The Contractor shall notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.
3. The Contractor shall not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, the Contractor shall notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.
4. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES

- A. The Engineer has attempted to show on the plans all aboveground and underground facilities, including public and private utilities, which may be affected by the work. The location, depth, and size of each such facility shown on the plans is approximate only and is not guaranteed. Other underground facilities may exist and their location may not be presently known or identified. It is the Contractor's responsibility to determine the existence and exact location of all such facilities located within the construction area to avoid damage.
- B. Where existing facilities are shown in the contract documents or encountered within the construction area, it shall be the responsibility of the Contractor to notify the operators of those facilities prior to beginning any construction activities. The Contractor shall allow access to those facilities for necessary modification of services. The Contractor shall support, sustain, and protect existing pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If such utilities are damaged through Contractor's negligence, they will be repaired by the agencies having control of same, but the cost of such repairs shall be paid by the Contractor.
- C. The Contractor shall, prior to commencing any excavation or other operation that may affect underground facilities, notify the "Iowa One Call" underground facility locate system, established pursuant to Iowa Code Chapter 480. The Contractor shall, if requested by the operator of an underground facility, assist in the location of its facilities; provided, however, the Jurisdiction shall not be responsible to the Contractor or to any operator of an underground facility for the cost of locating such facility, or for any damage to such facility that occurs in attempting to locate it, or for any damage to the facility occasioned by the Contractor's performance of work under the contract.
- D. Claims for additional compensation will not be allowed to the Contractor for any interference, delay, or additional work occasioned by the location or adjustment of aboveground or underground facilities, or connections thereto.

2.08 PROTECTION OF PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Jurisdiction's property and adjacent private property from injury or loss arising in connection with the work. The Contractor shall repair or restore any such damage, injury, or loss to Jurisdiction property or adjacent private property.
- B. Protect existing facilities, trees, and shrubs to remain in place. Any damage to existing trees or shrubs, branches, and root systems to remain and to be protected shall be repaired and/or pruned by an experienced tree surgeon or arborist. Do not disturb soil within 10 feet of the drip line of trees without notifying the Engineer. The Contractor shall mark the 10 foot limit from the drip line.
- C. The Contractor shall continuously maintain its work area by undertaking mowing, weed control, and solid waste management in a manner matching the maintenance level of the area properties. Failure to do so within three working days after direction from the Engineer may cause the Jurisdiction to do the work and the cost thereof deducted from the Contractor's next payment.

2.09 LAND MONUMENTS

- A. The Contractor will be required to preserve all center stones, land monuments, or other property marks the Contractor may find in prosecuting the work. The Contractor shall notify the Engineer of the finding of any land monuments and shall not remove or disturb same until permission is given to do so, at which time the Contractor shall properly remove said landmarks under the direction of the Engineer.
- B. For every land monument lost or destroyed by the Contractor, the Contractor may be charged, and such amount shall be deducted from any monies due or may become due to the Contractor under the contract.

2.10 DUST CONTROL

During construction operations, the Contractor shall be responsible for the control of dust to a degree compatible with the area in which the construction is being performed and with existing environmental regulations. In the event the Contractor does not control dust as specified, the Jurisdiction reserves the right to order dust control to be performed by other forces and withhold the cost thereof from any monies due or may become due to the Contractor under the contract.

2.11 ENVIRONMENTAL AND HISTORIC ITEMS

If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify the Engineer.

2.12 RAILROAD CROSSINGS

The authority for performing work beneath, at grade, or over railroad tracks will have been previously secured by the Jurisdiction. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the work on railroad property or easements. The Contractor shall perform the work without damage to the facilities and property of the railroad or its lessees, and in strict observance of requirements for the safety of the railroad property and operations. All such work will be subject to the inspection of the railroad's representative. The Contractor shall protect, indemnify, and hold the Jurisdiction harmless from any and all damages resulting from its operations on railroad property or easements or in the construction of railroad crossings according to Section 1070, Part 3 - Bonds and Insurance.

2.13 BORROW AND WASTE SITES

- A. Unless borrow or waste sites are designated on the plans or specified in the special provisions, the Contractor shall secure and operate such sites at its own expense.
- B. In all cases, borrow and waste sites shall be operated in such a manner as to meet Federal, State, and local safety, environmental, and health requirements. Site operations, or the result of such operation, that create a definite nuisance or result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

2.14 MAINTAINING POSTAL SERVICE

- A. It shall be the Contractor's responsibility to contact the U.S. Postal Service to ascertain its requirements for the maintenance of postal service to residents or businesses in the vicinity of the work site according to the instructions of the Postal Service. The Contractor shall be responsible for mailboxes at temporary locations designated by the Postal Service, and at the completion of the work, the Contractor shall replace all mailboxes in locations and conditions satisfactory to the Postal Service.
- B. Not less than 24 hours prior to removing any mailbox, the Contractor shall notify each affected resident or business addressee in writing advising them of the move and the location of their temporary mailbox during construction.
- C. For each residential or business address affected by the work, the Contractor shall place a temporary mailbox at a location approved by the Postal Service. Temporary mailboxes shall be in place so postal service is maintained at all times. Any permanent mailbox that must be removed shall be stored on the property from which it is removed and at a sufficient distance from the work area to ensure it will not be damaged by construction activities.

2.15 FINISHING AND CLEANUP REQUIREMENTS

From time to time, as may be ordered by the Engineer, and immediately after completion of the improvement, the Contractor shall, at its expense, cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within three working days after such request by the Engineer, the work may be done by the Jurisdiction and the cost thereof charged to the Contractor and deducted from its final payment. Upon completion of the work, the Contractor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning necessary to complete the work in a workmanlike manner satisfactory to the Engineer.

PART 3 - BONDS AND INSURANCE**3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

- A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance, payment, and/or maintenance on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.
- B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond may also provide for the maintenance of the improvement for the number of years stipulated in the contract documents, and shall remain in full force for the entire maintenance period. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.
- C. Within the time period specified in the maintenance portion of the bond, the Contractor shall, as and when ordered by the Engineer, repair, replace, or rebuild such portions of the work found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days, a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the Contractor fails to submit such written report or to make the repairs as approved by the Engineer, the Jurisdiction shall have the right to make such repairs and to collect from the Contractor or its surety all outlay and expense the Jurisdiction incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety.

3.02 INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, "admitted" or "non-admitted" to do business in the State of Iowa, having an A.M. Best rating of no less than "B+."
- B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.
- C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as set forth below, which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

3.02 INSURANCE REQUIREMENTS (Continued)

1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
 - a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
 - b. Employers Liability insurance with the following limits:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

General Aggregate Limit	\$2,000,000
Products' Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
- b. Personal and advertising injury.
- c. Operations by independent contractors.
- d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
- e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
- f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
- h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
- i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
- j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

3.02 INSURANCE REQUIREMENTS (Continued)

3. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.
4. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.
5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.
6. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
 - a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
 - b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.
7. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE

- A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:
 1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

- C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:
 1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or
 2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

provided the preparation or the giving or failure to give directions or instructions is the sole proximate cause of the injury or damage.

- E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION

- A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction's Builders Risk Insurance.
- B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

3.05 PROPERTY INSURANCE

- A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. 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 acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of \$5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.
- B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.
- C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.
- D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may 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 Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.
- E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.
- F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.
- G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, 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 Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

3.05 PROPERTY INSURANCE (Continued)

- H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. 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 cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.
- I. Waivers of Subrogation: The Jurisdiction 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 Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, 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.
- J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their 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 a similar manner.
- K. The Jurisdiction 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 calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to [Section 1040, 1.10, D](#), provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in [Section 1040, 1.10, E through G](#). The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction 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.
- M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an "Installation Floater" covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an "*all risk*" form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than \$5,000 for each occurrence, which will be the responsibility of the Contractor.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT

- A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

- B. The Additional Insured Endorsement shall include the following provisions:

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the Contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing, or excess.

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

- C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

- D. All liability policies that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

- E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:
 1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
 4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.
 5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

3.07 PROOF OF INSURANCE

- A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.
- B. The Description of Operations on the Certificate of Insurance for the work must state either:
 - 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.
- C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

3.07 PROOF OF INSURANCE (Continued)

- D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.
- E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

- A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.
- B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

3.09 SAMPLE INSURANCE FORMS

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

END OF SECTION

PROSECUTION AND PROGRESS**1.01 SUBLETTING OR ASSIGNMENT OF CONTRACT****A. Work by Contractor:**

1. The Contractor shall perform, with its own organization and forces, work amounting to no less than 30% of the total contract cost, except any items designated in the contract documents as "specialty items" may be performed by subcontract, and the cost of any such "specialty items" may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. Any items that have been selected as "specialty items" for the contract will be listed as such in the contract documents.
2. In order to meet this 30% requirement, the Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on its payroll.
3. The Contractor shall not assign this Contract to another person, firm, or corporation without the prior consent of the Jurisdiction. The Jurisdiction may refuse to approve a proposed assignment of contract if such assignment would not be in the best interests of the Jurisdiction, or if such assignment would be contrary to law or public policy. An assignment of contract and all subcontracts shall be in writing.

B. Permission to Sublet:

1. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the contract, except for the furnishing and transportation of materials, without a written "permission to sublet" order duly approved by the Jurisdiction.
2. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall provide the name, address, telephone number, and representative of the organization that will perform the work, a description of the work is to be sublet, and the associated cost. When requested by the Engineer, the Contractor shall provide a written report showing the organization that will perform the work is particularly experienced and equipped for such work.
3. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or in any way create any contractual relationship between the subcontractor and the Jurisdiction.

C. Subcontracts:

1. Upon request of the Engineer, the Contractor shall submit a copy of each subcontract agreement within 10 calendar days.
2. The Contractor shall be responsible to include all conditions and requirements of the contract documents in all its subcontracts and enforce said requirements with its subcontractors.

1.02 CONTRACT TIME

A. When a completion date is specified in the contract documents, the contract time shall be the time from the starting date stated in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive. When working days or calendar days are specified in the contract documents, the contract time shall be the time as calculated with the number of working days or calendar days as specified in the contract and the starting date in the Notice to Proceed. The contract time may be extended by the Jurisdiction as provided in these specifications, in which event the contract time includes the new extension of time. The Contractor acknowledges that if it fails to complete the contract in said time, liquidated damages will be assessed against it as specified in [Section 1080, 1.12 - Liquidated Damages](#).

1. Completion Date Contracts: The Contractor shall complete the contract on or before the completion date. Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting and issuance of the Notice to Proceed. [Section 1080, 1.06](#) will not apply. Liquidated damages will be assessed according to [Section 1080, 1.12](#) for each calendar day beyond the completion date that the contract remains uncompleted.
2. Calendar Day Contracts: The Contractor shall complete the contract within the number of consecutive calendar days specified. The calendar day count will commence on the date specified by the Notice to Proceed. [Section 1080, 1.06](#) will not apply. Liquidated damages will be assessed according to [Section 1080, 1.12](#) for each calendar day beyond the specified number of calendar days that the contract remains uncompleted.
3. Working Day Contracts: The three types of start dates are as follows:
 - a. Specified Start Date: Working days will be charged to the Contractor starting on the specified start date, the date noted in the Notice to Proceed, or 14 calendar days after execution of the contract, whichever is later. Starting work prior to the specified start date will be considered upon request, and working days will be charged when work starts.
 - b. Approximate Start Date: It is expected the site will be available by the approximate start date. If it appears the site will not be available by the approximate start date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract, after receipt of the Notice to Proceed, and on or after the approximate start date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate start date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.
 - c. Late Start Date: Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, receipt of the Notice to Proceed, and weather and specifications permitting. Working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the late start date if the Contractor has not started work prior to this date.

If the Contractor wishes to start preliminary work prior to the late start date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work according to [Section 1080, 1.08](#). Approval of suspension of work in this circumstance will be based on if the project area is in a condition that is at least as safe as it was before the start of the work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised late start date. The revised late start date will be computed by adding the working days used for the preliminary work to the late start date listed on the proposal form. The charging of the remainder of the working days will resume on the revised late start date or when the Contractor recommences work if prior to the revised late start date.

1.02 CONTRACT TIME (Continued)

- B. Intermediate contract periods may be designated for completion of a specific item or certain portions of the contract. The contract period and the liquidated damages, if any, for each portion will be listed in the contract documents.

1.03 WORK PROGRESS AND SCHEDULE

- A. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.
- B. After being awarded the contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule that will ensure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon Notice to Proceed by the Engineer and to prosecute the work to completion according to schedule and within the time specified.
- C. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, the Jurisdiction will have the right to declare the contract in default.

1.04 PRECONSTRUCTION CONFERENCE

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

1.05 NOTICE TO PROCEED

- A. The return of the signed and executed contract to the Contractor shall serve as notice the contract bond is acceptable, the contract is in force, and the Contractor may complete arrangements for materials and other work according to the contract documents.
- B. The Contractor shall begin work as specified in the Notice to Proceed issued by the Engineer and shall prosecute the work vigorously and continuously to completion, except when it is physically impossible to do so due to weather conditions or other unavoidable handicaps. The necessity of discontinuing and resuming work on any portion of the contract shall be determined by the Engineer.
- C. The Jurisdiction may, if provided for in the contract documents, give a limited Notice to Proceed as to any portion of the work under the contract.

1.06 WEEKLY RECORD OF WORKING DAYS

- A. On contracts with completion provisions based upon working days, the Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contractor for the preceding week, the number of working days specified for completion of the project, the number of working days remaining to complete the contract, and the revised date for completion.

1.06 WEEKLY RECORD OF WORKING DAYS (Continued)**B. Working days will be charged under the following circumstances:**

1. **Prior to Commencement of Work:** Beginning on the date designated in the Notice to Proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a working day will be charged for every calendar day other than Saturday, Sunday, or a recognized legal holiday. Working days will be charged for Saturdays if a mandatory six-day work week is specified in the contract documents.
2. **After Commencement of Work:** One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the contractor does work.

As an incentive to the Contractor to expedite the work, working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day work week is specified in the contract documents.

Upon written notice to the Contractor, the Engineer may suspend charging of working days on substantially completed contracts for up to 30 calendar days when only cleanup of the project site or minor work items remain. If the designated time has expired and the remaining work items and site cleanup remain uncompleted, the Engineer may restart charging of working days effective at the end of the designated period by providing written notice to the Contractor.

- C. Any objection by the Contractor to such weekly determinations shall be deemed waived and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven calendar days after receipt of a weekly statement, file with the Engineer its written protest setting forth its objections and reasons. If the Contractor's objection to the working day count is made on the grounds it was unable to work due to causes beyond its control, the Contractor shall state its reasons in writing, furnish proof to establish its claim, and state the approximate number of calendar days it estimates it was delayed. The Engineer shall then determine the appropriate number of working days to be charged under the contract.

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

- A. Except when an accelerated work schedule is required in the contract documents, no work requiring inspection will be allowed on Sundays or holidays observed by the Jurisdiction except with permission of the Engineer. The Contractor should request a determination of the holidays observed by the Jurisdiction.
- B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on Sundays or holidays without specific permission of the Engineer.

1.08 TEMPORARY SUSPENSION OF WORKING DAYS

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results or other conditions warrant an order to suspend working days, the Engineer shall issue to the Contractor a written order to suspend working days wholly or on any part of the contract. When conditions are again favorable for prosecution of the working days, the Engineer shall issue to the Contractor a written order to resume the suspended working days. Orders to suspend working days will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time of suspended operations.

1.09 EXTENSION OF TIME

- A. Allowances for Delays:** The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, it has taken into consideration and made allowance for all delays and hindrances that would ordinarily be anticipated in performing such work.
- B. Request for Extension of Time:** Whenever the Contractor becomes aware of its inability to complete the work under the contract within the contract period, it shall request an extension in writing. Such request shall be submitted to the Engineer at least two weeks prior to the expiration of the contract time to allow for the Jurisdiction's action before termination. The submission or acceptance of a request for extension of time shall not guarantee such extension will be granted. The following items may be justification for extension of time:
- 1. Weather:** Extension of time due to adverse weather conditions at the site, so unusual or severe as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement working days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
 - 2. Other Contractors:** An extension of time may be requested for delays caused by the noncompletion of essential work of other contractors, provided such noncompletion is the sole and only cause of delay, and where the Contractor has available on the site of the work all equipment, material, and labor necessary to proceed with the work.
 - 3. Change Orders:** An extension of time may be requested for delays caused by the issuance of a change order, where the work occasioned by the change order is the sole and only cause of the impossibility to complete the work within the specified time.
 - 4. Work Stoppage:** An extension of time may be requested for delays caused by a general work stoppage in the area or a work stoppage affecting this project that is beyond the control of the Contractor, or where the Contractor has taken in good faith all steps made available to it by law to resolve the causes thereof and to terminate such work stoppage.
 - 5. Acts by U.S. Government:** An extension of time may be requested for delays caused by any act taken by the United States government that would affect fabrication or delivery of materials or equipment to the work site.
 - 6. Court Proceedings:** An extension of time may be requested for delays caused by any court proceedings.
 - 7. Other Delays:** An extension of time may be requested for other delays encountered by the Contractor beyond its control and impossible for the Contractor to complete the contract within the specified time.

1.09 EXTENSION OF TIME (Continued)

- C. Claims for Damages:** The Contractor shall have no claim for damages for any extensions or delays provided or mentioned in the preceding portions of this section; but the Contractor shall, in such cases, be allowed to petition for such extension of time as the Jurisdiction may grant in writing on account of such delay, provided, however, the claim for such extension of time is made by the Contractor in writing to the Jurisdiction immediately after any such delay occurs.
- D. Extension of Time Granted:** No extension of time shall be granted or recognized except as specifically approved by the Jurisdiction in writing to the Contractor. Oral representations or agreements by Jurisdiction agents or employees regarding time extension shall not be binding on the Jurisdiction.

1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT**A. Superintendent:**

1. All work under the contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified.
2. Prior to beginning work, the Contractor shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing. Failure to provide adequate supervision of the project shall be grounds for the Engineer to require a change in supervision before allowing the work to proceed. The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents that may be discovered.
3. The lack of proper supervision by the Contractor or by its supervisory personnel shall be just cause for termination of the contract.

B. Workers:

1. The Contractor shall employ competent and efficient workers for every kind of work. The Jurisdiction reserves the right to direct the suspension or discharge from the work any worker, employee, agent, overseer, foreman, or superintendent in the employ of the Contractor, who, in the opinion of the Engineer, shall be incompetent, negligent, unfaithful, insubordinate, or disorderly, and any such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.
2. The Contractor shall not employ or hire any of the employees of the Jurisdiction without permission of the Engineer.

C. Methods and Equipment:

1. The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to the street or highway, suitable repairs shall be made at the Contractor's expense.

1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT (Continued)

2. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract documents, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract documents, as demonstrated to the satisfaction of the Engineer.
3. When the contract documents specify that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.
4. If the Contractor desires to use a method or type of equipment other than specified in the contract documents, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with contract requirements.
5. If after trial use of the substituted methods or equipment, the Engineer determines the work produced does not meet the requirements of the contract documents, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved, or in contract time, as a result of authorizing a change in methods or equipment under these provisions.

1.11 CONTRACTOR'S EQUIPMENT IDENTIFICATION

All vehicles and major construction equipment utilized on Jurisdiction's projects, with the exception of vehicles used for personal purposes and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

1.12 LIQUIDATED DAMAGES

- A. Time is of the essence of the contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the Jurisdiction such as engineering, administration, and inspection, it is important the work be prosecuted vigorously to completion. Should the Contractor, or in case of default the surety, fail to complete the work within the contract time plus such extensions of time as may be allowed by the Jurisdiction, a deduction at the liquidated damages rate specified in the contract will be made for each and every calendar day or working day, whichever is specified, that such contract remains uncompleted after expiration of the contract time. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and shall be required to pay to the Jurisdiction the liquidated damages stipulated in the proposal form.
- B. The liquidated damages rate specified in the contract documents is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time, or extension thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under the contract, and the Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

1.12 LIQUIDATED DAMAGES (Continued)

- C. Allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time or extension thereof shall in no way operate as a waiver on the part of the Jurisdiction of any of its rights or remedies under the contract, including its right to liquidated damages pursuant to this provision.

1.13 BREACH OF CONTRACT

- A. The Contractor's failure to perform in any of the following particulars shall constitute a breach of contract:
 - 1. Failure by the Contractor to begin work at the time specified;
 - 2. Failure by the Contractor to complete the work within the contract period or any extension thereof;
 - 3. Failure or refusal by the Contractor to comply with an order of the Engineer within a reasonable time;
 - 4. Contractor's persistent disregard of laws, ordinances, or instructions of the Engineer;
 - 5. Contractor's repeated failure to provide sufficient workers, equipment, or materials to ensure the proper and timely completion of the work;
 - 6. Failure or refusal by the Contractor to remove rejected materials;
 - 7. Failure or refusal by the Contractor to replace, perform anew, or correct any defective or unacceptable work;
 - 8. Contractor's discontinuance of the work without authorization by the Jurisdiction;
 - 9. Bankruptcy or insolvency of the Contractor, or the making of an assignment for the benefit of creditors by the Contractor; or
 - 10. Failure by the Contractor to carry on the work in an acceptable manner.

Upon Contractor's breach of the contract in any particular above, the Jurisdiction shall be entitled to give notice of default to the Contractor. The notice of default shall indicate how the contract has been breached and shall indicate what action the Contractor must take to cure such breach.

- B. If the Contractor or its surety does not, within the time for cure provided in the notice of default, take action to cure such breach, the Contractor shall, at the direction of the Engineer, relinquish possession and control of the work, and the Jurisdiction shall thereupon have full power and authority, without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment at the site that may be suitable and acceptable, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the Jurisdiction's opinion may be required for the completion of said contract in an acceptable manner.

1.13 BREACH OF CONTRACT (Continued)

- C. The Contractor and its surety shall be liable for all outlay and expense incurred by the Jurisdiction, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the outlay and expense incurred by the Jurisdiction in completing the work is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In case such outlay and expense exceeds the sum that would have been payable under the contract, then the Contractor and its surety shall be liable for and shall pay to the Jurisdiction the amount of said excess.
- D. Neither the Jurisdiction, nor any officer, agent, or employee thereof, shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring the contract in default shall the Jurisdiction forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.
- E. The Contractor shall be liable for the Jurisdiction's attorney fees incurred as a result of the Contractor's breach of contract.

1.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The contract will be considered completed when the work has been accepted in writing by the Jurisdiction as provided in [Section 1090, 1.08 - Acceptance and Final Payment](#) hereof. Such final acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements as set forth in the bond and Jurisdiction's specifications regarding insurance.

END OF SECTION

MEASUREMENT AND PAYMENT**1.01 MEASUREMENT**

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

1.02 SCOPE OF PAYMENT

- A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.
- B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in [Section 1090, 1.05 - Progress Payments](#).
- C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

1.03 LUMP SUM BREAKDOWNS

- A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.
- B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

1.04 PAYMENT FOR CHANGE ORDERS

- A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in [Section 1040, 1.07 - Change Orders](#).
- B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.
 2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.
 3. Lump Sum: By an acceptable lump sum proposal from the Contractor.
- C. The percentage markup to be allowed to the Contractor for extra work performed by a subcontractor shall be in accordance with the following:
1. 10% of the first \$50,000 with a \$100 minimum.
 2. 5% of the portion over \$50,000.

1.05 PROGRESS PAYMENTS

- A. **Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in [Section 1090.1.07, B - Sales Tax and Use Tax](#).
- B. **Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer.
- C. **Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

1.06 PAYMENT OF RETAINAGE

- A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.
- B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced within 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

1.07 SALES AND USE TAX STATEMENT

- A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than \$1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.
- B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to [Section 1020, 1.08](#), no sales, use, or service statement is required.

1.08 ACCEPTANCE AND FINAL PAYMENT

- A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.
- B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.
- C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.
- D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION

02 4100 DEMOLITION

PART 1 GENERAL

1.1 PROJECT DESCRIPTION

A. Demolition/Deconstruction Plan.

1. Prepare a Demolition Plan and submit proposed demolition, and removal procedures for approval before work is started. Include in the plan procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a disconnection schedule of utility services and a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Plan must be approved by Engineer prior to work beginning.

B. General Requirements

1. Do not begin demolition or deconstruction until authorization is received from the Engineer. The work of this section is to be performed in a manner that maximizes the value derived from the salvage and recycling of materials. Remove rubbish and debris from the project site; do not allow accumulations inside or outside the building. The work includes demolition of identified items and materials, and removal of resulting rubbish and debris. Remove rubbish and debris from property daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Engineer.

1.2 ITEMS TO REMAIN IN PLACE

- ##### **A. Protect existing vegetation, structures, equipment, utilities, and improvements. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract. Do not overload structural elements and pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition, deconstruction, or removal work. Repairs, reinforcement, or structural replacement require approval by the Engineer prior to performing such work.**

B. Existing Construction Limits and Protection.

1. Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide temporary shoring and bracing for support of building components to prevent settlement or other movement. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove snow, dust, dirt, and debris from work areas daily.

C. Utility Service

1. Maintain existing utilities indicated to stay in service and protect against damage during demolition and deconstruction operations.

D. Facilities

1. Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities. Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, must remain standing without additional bracing, shoring, or lateral support until demolished or deconstructed, unless directed otherwise by the Engineer.

02 4100 DEMOLITION

Ensure that no elements determined to be unstable are left unsupported and place and secure bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract.

1.3 BURNING

- A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

A. Concrete

- 1. Saw concrete along straight lines to a depth of a minimum 2 inch. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete. Sawcuts in existing concrete pads must be at the nearest existing expansion joint or weakened plane joint and at full depth.

B. Patching

- 1. Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces, using on-site materials when available. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work. Make finished surfaces of patched area flush with the adjacent existing surface and match the existing adjacent surface as closely as possible to texture and finish. Provide patching as specified and indicated, and include the following:
 - i. Concrete and Masonry: Completely fill holes and depressions left as a result of removals in existing masonry walls to remain, with an approved masonry patching material, applied in accordance with the manufacturer's printed instructions.

C. Mechanical Equipment and Fixtures

- 1. Disconnect mechanical hardware at the nearest connection to existing services to remain, unless otherwise noted. Disconnect mechanical equipment and fixtures at fittings. Remove service valves attached to the unit. Salvage each item of equipment and fixtures as a whole unit. Salvage each unit with its normal operating auxiliary equipment. Do not remove equipment until approved.

D. Piping

- 1. Disconnect piping at unions, flanges and valves, and fittings as required to reduce the pipe into straight lengths for practical storage. Store salvaged piping according to size and type. If the piping that remains can become pressurized due to upstream valve failure, attach end caps, blind flanges, or other types of plugs or fittings with a pressure gage and bleed

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valve to the open end of the pipe to ensure positive leak control. Box prefabricated supports, hangers, plates, valves, and specialty items according to size and type.

E. Fixtures, Motors and Machines

1. Remove and salvage fixtures, motors and machines associated with plumbing, heating, air conditioning, refrigeration, and other mechanical system installations. Salvage, box and store auxiliary units and accessories with the main motor and machines.

3.2 DISPOSAL OF REMOVED MATERIALS

A. Regulation of Removed Materials

1. Dispose of debris, rubbish, scrap, and other nonsalvageable materials resulting from removal operations with all applicable federal, state and local regulations.

END OF SECTION

50 5013 MISCELLANEOUS METAL FABRICATIONS

PART 1 GENERAL

1.1 OVERVIEW

Section includes requirements for miscellaneous metalwork.

1.2 SUBMITTALS:

- A. Installation drawings. Submit templates, erection, and installation drawings indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage, and installation in relation to the building construction.
- B. Product data.

1.3 QUALIFICATION OF WELDERS:

- A. Qualify welders in accordance with AWS D1.1. Use procedures, materials, and equipment of the type required for the work.

1.4 DELIVERY, STORAGE, AND PROTECTION:

- A. Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Remove and replace damaged items with new items.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Aluminum Alloy Products: Provide in accordance with ASTM B209 for sheet plate, ASTM B221 for extrusions and ASTM B26 or ASTM B108 for castings. Provide aluminum extrusions at least 3/8 inch thick.

2.1 MATERIALCOVER PLATES AND FRAMES:

- A. Fabricate cover plates of 1/4 inch thick aluminum not more than 50 pounds per plate with a diamond-plate non-slip surface. Reinforce to sustain a live load of 200 pounds per square foot. Provide structural shapes and plates for frames, securely fastened to the structure as indicated. Miter and weld all corners. Butt joint straight runs. Provide flush drop handles for each plate. Remove sharp edges and burrs from cover plates and exposed edges of frames. Weld all connections and grind top surface smooth. Provide 1/8 inch clearance at edges and between cover plates.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS:

- A. Install items at locations indicated in accordance with manufacturer's instructions. Verify all field dimensions prior to fabrication. Include materials and parts necessary to complete each assembly, whether indicated or not. Miss-alignment and miss-sizing of holes for fasteners is cause for rejection. Conceal fastenings where practicable. Joints exposed to weather must be watertight.

50 5013 MISCELLANEOUS METAL FABRICATIONS

3.2 WORKMANSHIP:

- A. Provide miscellaneous metalwork that is true and accurate in shape, size, and profile. Make angles and lines continuous and straight. Make curves consistent, smooth and unfaceted. Provide continuous welding along the entire area of contact except where tack welding is permitted. Do not tack weld exposed connections. Unless otherwise indicated and approved, provide a smooth finish on exposed surfaces. Provide countersunk rivets where exposed. Provide coped and mitered corner joints aligned flush and without gaps.

3.3 ANCHORAGE, FASTENINGS, AND CONNECTIONS:

- A. Provide anchorage as necessary, whether indicated or not, for fastening miscellaneous metal items securely in place. Include slotted inserts, expansion shields, through bolts for masonry, headed shear studs, machine and carriage bolts for steel, through bolts, lag bolts, and screws for wood. Do not use wood plugs. Provide non-ferrous attachments for non-ferrous metal. Provide exposed fastenings of compatible materials (avoid contact of dissimilar metals), that generally match in color and finish the surfaces to which they are applied. Conceal fastenings where practicable.

3.4 DISSIMILAR METALS:

- A. Where dissimilar metals are in contact, protect surfaces with a coating in accordance with MPI 79 to prevent galvanic or corrosive action. Where aluminum is in contact with concrete, plaster, mortar, masonry, wood, or absorptive materials subject to wetting, protect in accordance with ASTM D1187, asphalt-base emulsion. Clean surfaces with metal shavings from installation at the end of each workday.

END OF SECTION

09 9000 PAINTS AND COATINGS

PART 1 GENERAL

1.1 OVERVIEW

Section includes the requirements for painting of new and existing, interior and exterior substrates, including masonry, concrete, metal, wood, and other miscellaneous materials.

1.2 PAINTING INCLUDED:

- A. Mechanical and Electrical Painting: Includes field coating of interior and exterior new surfaces. Include the following items unless indicated otherwise.
 - 1. Exposed piping, conduit, and ductwork;
 - 2. Supports, hangers, air grilles, and registers;
 - 3. Miscellaneous metalwork and insulation coverings.

1.3 SUBMITTALS:

- A. Product data.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Comply, at minimum, with manufacturer recommendations for space ventilation during and after installation.
- B. Coatings:
 - 1. Do not apply coating when air or substrate conditions are:
 - i. Less than 5 degrees F above dew point;
 - ii. Below 50 degrees F or over 95 degrees F, unless specifically pre-approved by the product manufacturer. Do not, under any circumstances, violate the manufacturer's application recommendations.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Conform to the coating specifications and standards referenced in PART 3. Submit Product Data Sheets for specified coatings and solvents. Provide preprinted cleaning and maintenance instructions for all coating systems. Submit Manufacturer's Instructions on Mixing: Detailed mixing instructions, minimum and maximum application temperature and humidity, pot life, and curing and drying times between coats.

PART 3 EXECUTION

3.1 PROTECTION OF AREAS AND SPACES NOT TO BE PAINTED

- A. Prior to surface preparation and coating applications, remove, mask, or otherwise protect hardware, hardware accessories, machined surfaces, radiator covers, plates, lighting fixtures, public and private property, and other such items not to be coated that are in contact with surfaces to be coated. Following completion of painting, reinstall removed items by workmen

09 9000 PAINTS AND COATINGS

skilled in the trades. Restore surfaces contaminated by coating materials, to original condition and repair damaged items.

3.2 SURFACE PREPARATION

- A. Remove dirt, splinters, loose particles, grease, oil, disintegrated coatings, and other foreign matter and substances deleterious to coating performance as specified for each substrate before application of paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Schedule cleaning so that dust and other contaminants will not fall on wet, newly painted surfaces. Spot-prime exposed ferrous metals such as nail heads on or in contact with surfaces to be painted with water-thinned paints, with a suitable corrosion-inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the adjacent areas. Refer to MPI ASM and MPI MRM for additional more specific substrate preparation requirements.
- B. Ferrous Surfaces including Shop-coated Surfaces and Small Areas that contain rust, mill scale and other foreign substances: detergent wash in accordance with SSPC SP 1 to remove oil and grease. Where shop coat is missing or damaged, clean according to SSPC SP 2. Protect shop-coated ferrous surfaces from corrosion by treating and touching up corroded areas immediately upon detection.

3.9 COATING SYSTEMS FOR METAL

- A. Apply coatings of Tables in MPI Division 5 for Exterior and Interior.
 1. Apply specified ferrous metal primer to steel surfaces on the same day that surface is cleaned, to surfaces that meet all specified surface preparation requirements at time of application.
 2. Inaccessible Surfaces: Prior to erection, use one coat of specified primer on metal surfaces that will be inaccessible after erection.
 3. Shop-primed Surfaces: Touch up exposed substrates and damaged coatings to protect from rusting prior to applying field primer.
 4. Surface Previously Coated with Epoxy or Urethane: Apply MPI 101, 0.038 mm 1.5 mils DFT immediately prior to application of epoxy or urethane coatings.
 5. Pipes and Tubing: The semitransparent film applied to some pipes and tubing at the mill is not to be considered a shop coat. Overcoat these items with the specified ferrous-metal primer prior to application of finish coats.

3.15 PAINT TABLES

- A. MPI Division 5: Exterior Metal, Ferrous and Non-Ferrous Paint Table
 - a. New Steel that has been hand or power tool cleaned to SSPC SP 2 or SSPC SP 3

Alkyd					
New	Existing, uncoated	Primer	Intermediate	Topcoat	System DFT
MPI EXT 5.1Q-G5 (Semigloss)	MPI REX 5.1D-G5 (Semigloss)	MPI 23	MPI 94	MPI 94	5.25 mils

09 9000 PAINTS AND COATINGS

B. MPI Division 5: Interior Metal, Ferrous and Non-Ferrous Paint Table

- a. Interior Steel / Ferrous Surfaces, Metal, Mechanical, systems including valves, conduit, hangers, supports, and miscellaneous metal items not otherwise specified.

Alkyd				
New, uncoated existing	Primer	Intermediate	Topcoat	System DFT
MPI INT 5.1E- G2 (Flat)	MPI 76	MPI 49	MPI 49	5.25 mils

END OF SECTION

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PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality Assurance
- B. Methods of Request for Approval
- C. Submittals
- D. Job Conditions
- E. Project Coordination
- F. Drawings and Measurements
- G. Workmanship
- H. Patching Materials
- I. Equipment Housekeeping Pads
- J. Equipment Clean-Up
- K. Cutting and Patching
- L. General Installation Requirements
- M. Protection of Installed Work
- N. System Startup
- O. Demonstration and Instruction
- P. Adjusting
- Q. Final Cleaning
- R. Closeout Procedures
- S. Project Record Documents
- T. Warranty and Bonds

1.02 DEFINITIONS

- A. Contractor
 - 1. The term “Contractor” refers to the installation Contractor responsible for the furnishing and installation of all work indicated within this Specification.
- B. Furnish
 - 1. The term “furnish” is used to mean “purchase, supply, provide and deliver to the Project site, protect and provide interim storage and be ready for unloading, unpacking, assembly, installation, and similar operations in accordance with Manufacturer’s specifications.”
- C. Provide
 - 1. The terms “provide” means to “furnish and install, complete and ready for the intended use.”
- D. Install
 - 1. The term “install” is used to describe operations at project site including the actual “unloading, unpacking, rigging in place, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations”.
- E. Installer
 - 1. The “Installer” is the Contractor, Subcontractor and/or supplier who uses their own employees for performance of all construction
- F. If Applicable:

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1. The term “if applicable” will be that work which may be required for completed construction at applicable locations, but is not necessarily shown or described in the Contract Documents.
- G. As Necessary
 1. The term “as necessary” will be that work which is required for completed construction, but is not necessarily shown or described in the Contract Documents.
- H. As Required
 1. The term “as required” will be that work which is required for completed construction and is shown on the drawings or described in the project Specification.
- I. Concealed
 1. The term “concealed” means hidden from sight, buried as in chases, furred spaces, shafts, fixed ceiling or embedded in construction.
- J. Exposed
 1. The term “exposed” means bare, open to the elements, out in the open, uncovered.
- K. Product
 1. The term “product” will mean any item of equipment, material, fixture, apparatus, appliance or accessory installed under this Division.
- L. Substantial Completion
 1. “Substantial Completion” is deemed that the project is sufficiently complete to be utilized for its intended use as stated in the body of this written Specification.
- M. Words in the singular will also mean and include the plural, wherever the context so indicates, and words in the plural will mean the singular, wherever the context so indicates.

1.03 DESCRIPTION OF WORK

- A. The work shall include everything in this Division of the Specifications and everything indicated on the Drawings that is complementary to this Division of the Specifications. Refer to the Index of Drawings to determine what Drawings apply directly to this work.

1.04 QUALITY ASSURANCE

- A. Codes and Standards:
 1. All work shall be executed in accordance with the Local, State and other attending rules and regulations applicable to the trade affected and be subject to the inspection of these departments.
 2. Materials and equipment shall be new and of best quality, of the type best suited for the purpose intended, and be made by nationally recognized and substantially established manufacturers. The type and weight of material used for each purpose shall be as herein specified, and material shall conform with the requirements of the latest standard specifications of the “ASTM” for that particular material.
 3. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
 4. Where the notation of NFPA is indicated the equipment shall conform to National Fire Protection Association Standard.
- B. Fees
 1. All fees, permits, licenses, etc., necessary in order to complete the work of this section shall be obtained and paid by this Contractor.
- C. Alternate Equipment
 1. Where items of equipment and materials are specifically identified herein by a single manufacturer’s name, or as many as three manufacturer’s names, model or catalog numbers, and the words “or equal and approved” do not follow the manufacturer’s names, only such specific items may be used in the base bid, except as hereinafter provided.

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2. Items of equipment of the Contractor's choice may be offered as alternates to such specified items, either in the spaces provided for same in the proposal form or if no space is provided, on the bidder's letterhead attached to each copy of the proposal form.
 3. Alternate proposal must be accompanied by full descriptive and technical data for item proposed, together with statement of amount of cost addition or deduction from the base bid if alternate is accepted. Substitutions proposed by the Contractor will not be considered in the award of the contract.
 4. The Contractor must judge that such alternate equipment is of equal quality and character to the specified equipment, and it is physically adaptable for installation within the allotted space with all required service clearances. Unless otherwise specified with this Division, the Engineer will not approve or disapprove any alternate equipment or materials before the bids are opened.
 5. The cost of any changes to other trades as a result of use of the alternate material or equipment must be borne by the Contractor submitting such material or equipment.
- D. Equipment of Substitution:
1. Where items of equipment and materials are specifically identified herein by a single manufacturer's name, or as many as three manufacturer's names, model or catalog numbers, and the words "or equal and approved" follow the manufacturer's name, such items may be substituted until such time that the "Schedule of Materials and Equipment" is submitted to the Architect or Engineer. The base bid and any alternate shall be based on materials only as specified or approved.
- E. Where work required by the drawings and specification is above the standard required by local regulations, it shall be done as shown and/or specified.

1.05 METHODS OF REQUEST FOR APPROVAL:

- A. Prior to the award of the contract, interested parties may request approval of substitute materials. Such requests shall be made in writing and delivered to the Architect or Engineer no later than ten (10) days prior to the receipt of bids. Any substitutions that the Architect or Engineer finds satisfactory will then be published in an addendum as "acceptable substitutions."
- B. The listing of any manufacturer as "acceptable" does not imply automatic approval. It is the sole responsibility of the Division 23 Contractor to ensure that any price quotations received and submittals made are for products which meet or exceed the specifications included herein.
- C. The Contractor must judge that such items of substitution are of equal quality and character to the specified items and it is physically adaptable for installation within the allotted space with all required service clearances. This includes the following:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same (or better) warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner.
 4. Waives claims for additional costs or time extensions which may subsequently become apparent.
 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
- D. The cost of any changes to other trades as a result of use of the substitution material or equipment must be borne by the Contractor submitting such material or equipment.
- E. After the award of the contract, any request for a substitution must be made in writing by the Contractor (not material supplier or Sub-Contractor). Such request shall state the name of the product specified, the name of the product proposed for substitution, the reason for requesting the substitution, and any change in contract amount resulting from the substitution. No such

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substitution shall be made until an appropriate Contract Modification has been issued and approved.

- F. Manufactured materials hereinafter specified or shown on the Drawings shall be installed or applied in accordance with the directions of the manufacturer unless specifically designated otherwise in the Specifications or on the Drawings.
- G. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- H. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- I. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.
 - 4. Request shall be made in writing and be delivered to A/E no later than seven days prior to receipt of bids.

1.06 SUBMITTALS

- A. Submittals for Review
 - 1. When the following are specified in individual sections, submit them for review:
 - a. Product data.
 - b. Shop drawings.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.
- B. Submittals for Information
 - 1. When the following are specified in individual sections, submit them for information:
 - a. Design data.
 - b. Certificates.
 - c. Test reports.
 - d. Inspection reports.
 - e. Manufacturer's instructions.
 - f. Other types indicated.
- C. Submittals for Project Closeout
 - 1. When the following are specified in individual sections, submit them at project closeout:
 - a. Project record documents.
 - b. Operation and maintenance data.
 - c. Warranties.
 - d. Bonds.
 - e. Test and balance reports.
 - f. System certification as required.
 - g. Other types as indicated.
- D. Submittal of Shop Drawings:
 - 1. Electronic submittals shall be in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible or scanned files will be rejected.
 - a. Submittals shall be for specific equipment to be provided on the project and not an entire catalog.

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2. Major components of the system shall be submitted at one time under a protective cover with each section indexed with visible file tabs. All equipment shall be labeled per the equipment tags on the drawings, ie. Equipment names, etc.
 3. Shop drawings shall indicate manufacturer name, model number, dimensions, voltage and current characteristics, construction and rough-in connections of all materials to be used. Each shop drawing shall be certified as being checked and approved by the Contractor before submittal.
 4. Shop drawings not indicated as being approved by the Contractor will be returned without review.
 5. The Contractor shall provide approved shop drawings with the Operating and Maintenance Manual.
 6. The following wording will appear on shop drawings reviewed by the Engineer. Contractors not wishing to comply with these conditions shall not submit a bid.
"Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the Drawings and Specifications. This check is only for review of general compliance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating their work with that of all other trades and performing their work in a safe and satisfactory manner."
 7. The Engineer is not an error checker. Where the Contractor is submitting shop drawings that differ from the specifications, the Contractor must itemize in writing, each variance from the specifications. Failure to do so will be considered an error on the Contractors part and the specified materials shall be furnished. Shop drawings submitted in error or with errors as compared to Specifications and Drawings will be the responsibility of the Contractor to correct such error later.
 8. Shop drawings must only be those materials as specified or approved in published addendum. Others will be returned without review.
 9. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
 10. When revised for resubmission, identify all changes made since previous submission.
 11. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 12. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
 13. The Engineer does not provide approval of shop drawings, only a review for general conformance with the design concept and information given in the Contract Documents.
- E. Guarantee:
1. The Contractor shall assume responsibility for any defects which may develop in any part of his work caused by faulty workmanship, material or equipment, and agrees to replace, repair or alter, at his expense, any such faulty workmanship, material or equipment that has been brought to his attention during a period of one year from the date of the final certificate for payment. Acceptance of the work shall not waive this guarantee.
 2. Note that individual specification sections may indicate longer warranty periods on specific components or parts. In each case, the more stringent warranty period shall govern.
 3. For equipment or component parts of equipment put into service during construction for use by Owner, submit documents within 10 days after acceptance.
 4. Any requested use of the equipment or component parts of equipment by the contractor for the contractor, whether the General Contractor or any subcontractor, shall be the responsibility of the contractor. The equipment or components shall be cleaned to new condition prior to substantial completion. Warranty shall begin at time of the project's substantial completion.

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- F. Operating and Maintenance Instructions:
1. For Each Item of Equipment and Each System:
 - a. Description of unit or system, and component parts.
 - b. Identify function, normal operating characteristics, and limiting conditions.
 - c. Include performance curves, with engineering data and tests.
 - d. Complete nomenclature and model number of replaceable parts.
 2. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
 3. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 4. Provide servicing and lubrication schedule, and list of lubricants required.
 5. Include manufacturer's printed operation and maintenance instructions for each component.
 6. Include sequence of operation by controls manufacturer.
 7. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 8. Provide control diagrams by controls manufacturer as installed. (Record Drawings)
 9. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
 10. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
 11. Include test and balancing reports.
 12. One copy of each shop drawing shall be included in the notebooks but shall not serve in lieu of maintenance and operating instructions. Temperature control diagrams must include a description of the sequence of control.
 13. The Contractor shall submit O&M Manuals to the Engineer, not the Owner, for review. The Engineer will forward the manuals to the Owner.
 14. This Contractor shall also supervise the initial operation as required to acquaint him thoroughly with the best practice.
 15. This Contractor shall furnish the Engineer with a written statement from the Owner indicating complete acceptance of the equipment data and instruction of the operator. The Engineer will not approve the request for final payment until such statement has been submitted.
 16. Additional Requirements: As specified in individual product specification sections.
 17. Assembly of Operation and Maintenance Manuals
 - a. Assemble operation and maintenance data into durable manuals for Owner's personnel use.
 - 1) Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; [3] inch ([76] mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
 - 2) Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify Contractor Name; identify Architect and Engineer Firms names; identify subject matter of contents.
 - 3) Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
 - 4) Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include

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- all volumes Tables of Contents in each volume, with the current volume clearly identified.
- 5) Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- 6) Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- 7) Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- 8) Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- 9) Arrange and organize the paper and digital version in the same manner.
- b. Prepare instructions and data by personnel experienced in maintenance and operation of described products. Prepare data in the form of an instructional manual.
- c. Provide both an electronic version of the O&M Manuals and a hard copy.
- 18. Additional Requirements: As specified in individual product specification sections.
- G. Test Reports:
 - 1. Work which is required to be placed within the construction or concealed shall be carefully tested and inspected before being permanently concealed.
 - 2. Instruments for making tests shall be furnished by this Contractor.
 - 3. The final test shall be performed as soon as possible after the work is entirely completed
 - 4. Test reports submitted electronically shall be in standard PDF format or submitted with software to view the file.
- H. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

1.07 JOB CONDITIONS:

- A. Fees and Service Charges:
 - 1. Permits, licenses, fees and service charges required in connection with the work shall be secured and paid for by this Contractor, and upon completion of the work he shall furnish proof of acceptance from the proper Local and State Department having jurisdiction.
- B. Mechanical Symbols and Abbreviations:
 - 1. Symbols and abbreviations are as indicated in legends on the Drawings.
- C. Correlation of Work:
 - 1. This Contractor shall be responsible for close correlation of his work with that of other Contractors and shall organize his work so that it will not interfere with or delay the work of other Contractors.
 - 2. Field verification of scale dimensions on Plans is directed since actual locations, distances and levels will be governed by actual field conditions.
 - 3. The Division 23 Contractor shall check architectural, structural, plumbing, heating and ventilating plans to avert possible installation conflicts. Should drastic changes from original Plans be necessary to resolve such conflicts, the Sub-Contractor shall notify the Prime Contractor who in turn shall notify the Architect or Engineer and secure written approval and agreement on necessary adjustments before the installation is started.
 - 4. Discrepancies shown on different Plans, or between Plans and actual field conditions, or between Plans and Specifications, shall promptly be brought to the attention of the Architect or Engineer for a decision.
 - 5. Where a discrepancy exists between drawing and specifications or other disciplines the worst cost case shall be provided.
 - 6. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate occupancy requirements.

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7. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility to other installations, for maintenance, and for repairs.
 8. Coordinate completion and clean-up of work of separate sections.
 9. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Final Inspection:
1. Upon completion of work, the Contractor shall notify the Architect or Engineer in writing and make arrangements for a final observation. The Contractor shall also submit the operating and maintenance manuals at this time. The Engineer will not schedule nor perform a final inspection without successful submittal of operating and maintenance manuals by the Contractor.
 2. During the final observation, pre-final or follow-up final, the Contractor and all his Prime Sub-Contractors shall have the foreman of the project present.
 3. After the final observation is made, the Contractor will receive a list of items requiring adjustment, correction, replacement, or completion.
 4. The Contractor shall comply completely with all the listed requirements within a negotiated number of days of receipt of list. Should the Contractor fail to complete items on the list within this time limit, the Owner reserves the right to have the work completed by others and the cost deducted from the contract price, including change orders.
 5. The Contractor shall notify in writing to the Architect and/or Engineer once all punch list items are corrected, that he is ready for a follow-up final. The written notice shall contain explanations for those known items not completed and a schedule for completing them.
 6. The Architect and/or Engineer shall schedule a follow-up final to confirm completion. Repeated observation trips required of the Engineer by the Contractor's inability to complete the project satisfactorily will require the Contractor to reimburse the Engineer for all incurred costs after the follow-up final observation.

1.08 PROJECT COORDINATION

- A. Project Coordinator: Construction Manager/General Contractor.
- B. This section applies to all work performed and specified under Division 23.
- C. Cooperate with the Construction manager/General Contractor and Owner in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- D. During construction, coordinate use of site and facilities through the Construction Manager/General Contractor
- E. Comply with specified procedures for intra-project communications, submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- F. Comply with instructions of the Construction Manager / General Contractor for use of temporary utilities and construction facilities.
- G. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- H. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

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- I. Coordinate installation of equipment, piping, ductwork, etc. with electrical gear. Equipment shall not be located in front of panels. Ductwork and piping shall not be routed above panels. Coordinate location of HVAC equipment with Division 26.
- J. Coordinate completion and clean-up of work of separate sections.
- K. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- L. Make the following types of submittals to Architect/Engineer through the Construction Manager/General Contractor.
 - 1. Requests for interpretation/information.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.
 - a. Warranties
 - b. Bonds
 - c. System Certification
 - d. Test and Balance Reports
 - 10. As-built Record Drawings.
 - 11. Operation and Maintenance Manuals.

1.09 DRAWINGS AND MEASUREMENTS

- A. Contract drawings for mechanical work are in part diagrammatic, intended to convey the scope of work and indicate general arrangement of equipment, ducts, conduits, piping and approximate sizes and locations of equipment and outlets.
- B. Mechanical trades shall follow these drawings in laying out their work, consult general construction drawings to familiarize themselves with all conditions affecting their work, and shall verify spaces in which their work will be installed.
- C. Coordinate work with other trades as job conditions reasonably require.
- D. Where job conditions require reasonable changes in indicated locations and arrangement, make such changes without extra cost to Owner.
- E. The drawings are not intended to be scaled for roughing in measurements nor to serve as shop drawings.
- F. The Contractor shall consult the architectural, structural, mechanical, electrical, or equipment drawings for dimensions, obstructions, and location of equipment or other trades. Any discrepancies between architectural, structural, electrical, or equipment drawings and the HVAC work shown on these drawings shall be reported to the Engineers for adjustment.
- G. The installation details, instructions, and recommendations of the manufacturer of the product used, or modified to obtain the best end result, shall be the basis of attaining installation of the products for usage on this project except where definite and specific instructions are set forth herein or details are shown on the plans.

1.10 WORKMANSHIP

- A. The installation work included in this specification shall be performed in a neat workmanlike manner by people experienced and skilled in the HVAC trade. Only the best quality

23 0010 GENERAL PROVISIONS

workmanship will be accepted. All exposed parts of the systems such as exposed piping, HVAC Equipment, etc., shall be square and true with the building construction.

1.11 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

1.12 EQUIPMENT HOUSEKEEPING PADS

- A. Provide reinforced concrete housekeeping pads for all floor mounted HVAC equipment (i.e. fan)
- B. Provide anchor bolts, per equipment manufacturer's directions, to attach equipment to pads.

1.13 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

1.14 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.15 EQUIPMENT CLEAN-UP

- A. Special care must be taken for protection of air handling equipment, pumps, etc. All must be kept completely protected from weather elements, painting, etc. until the building is substantially completed. Damage from rust, paint, scratches, etc. shall be corrected as directed by the A/E.
- B. Clean all registers, grilles, diffusers, air handling equipment, etc., thoroughly, just prior to final inspection. Equipment shall be cleaned by an approved method.

23 0010 GENERAL PROVISIONS

- C. Protection of HVAC equipment during painting of the building shall be the responsibility of the Painting Contractor. This shall not relieve the HVAC Contractor of the responsibility for checking to assure that adequate protection is being provided.

1.16 CUTTING AND PATCHING

- A. Execute cutting and patching to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit Products together to integrate with other work.
- B. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- D. In existing construction, this Contractor shall perform all cutting required and all necessary patching after completion to restore the surface to its original condition, unless otherwise indicated.
- E. Should the cutting of walls, floors, ceiling, partitions, etc., be required for proper installation of the work or apparatus of this Contractor, or be made necessary on account of his failure to give General Contractor proper information at the time required, such cutting shall be done at his own expense, restoring the work to its original condition.
- F. All cutting and patching done by this Contractor shall be subject to the direction and approval of the A/E. This Contractor shall not endanger the stability of the structure by cutting, digging, or otherwise, and shall not at any time cut or alter work of any other contractor without A/E's consent.

1.17 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections.
- B. Make neat transitions. Patch work to match adjacent work in texture and appearance.

1.18 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage. This includes the protection of the work of other trades.

1.19 SYSTEM STARTUP

- A. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- B. Verify that wiring and support components for equipment are complete and tested.
- C. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- D. Any irregularities, faulty equipment, etc. shall be repaired or replaced as required prior to acceptance.

1.20 DEMONSTRATION AND INSTRUCTION

- A. Contractor shall complete all start-up and perform all interim testing of each system prior to scheduling or requesting to schedule training. All systems shall be completely operational before training or demonstration will occur.

23 0010 GENERAL PROVISIONS

- B. Demonstrate operation and maintenance of Products to Owner's representative at a scheduled time with the Owner.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner Personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.

1.21 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.22 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

1.23 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Notify Architect when work is considered finally complete.
- C. Complete items of work determined by Architect's final inspection.

1.24 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Changes made by Addenda and modifications.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract Documents.
- F. At completion of project Contractor shall provide a minimum of two (2) sets of As-Built Record drawings. Additional sets shall be provided if required under General Requirements.

23 0010 GENERAL PROVISIONS

1.25 WARRANTY AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Sub-Contractors, suppliers and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- F. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Sub-Contractor, Supplier, and Manufacturer, with name address, and telephone number of responsible principal.
- G. Warranty:
 - 1. The Contractor shall assume responsibility for any defects which may develop in any part of his work caused by faulty workmanship, material or equipment, and agrees to replace, repair or alter, at his expense, any such faulty workmanship, material or equipment that has been brought to his attention during a period of one year from the date of the final certificate for payment. Acceptance of the work shall not waive this guarantee.
 - 2. Note that individual specification sections may indicate longer warranty periods on specific components or parts. In each case, the more stringent warranty period shall govern.
 - 3. For equipment or component parts of equipment put into service during construction for use by Owner, submit documents within 10 days after acceptance.
 - a. Any requested use of the equipment or component parts of equipment by the contractor for the contractor, whether the General Contractor or any subcontractor, shall be the responsibility of the contractor. The equipment or components shall be cleaned to new condition prior to substantial completion. Warranty shall begin at time of the project's substantial completion.

END OF SECTION 23 0010

Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

23 0010 GENERAL PROVISIONS

23 0510 MINOR HVAC DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mechanical demolition.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and ductwork arrangements are as shown on Drawings.
- B. Verify that ductwork and equipment to be removed serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation .
- D. Report discrepancies to Architect before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect ductwork systems in walls, floors, and ceilings which are to be removed.
- B. Coordinate service outages with Owner. Notify Owner 48 hours prior to any outage.

3.03 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Disconnect old heat transfer terminal units. Remove all associated piping and equipment.
- C. Repair adjacent construction and finishes damaged during demolition and extension work.
- D. Extend existing installations using materials and methods as specified.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.

END OF SECTION 23 0510

Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

23 0510 MINOR HVAC DEMOLITION

23 0593 TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.

1.02 REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems; 2015, with Errata (2017).
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

1.03 SUBMITTALS

- A. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 5. Units of Measure: Report data in I-P (inch-pound) units only.
 - 6. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Architect.
 - g. Project Engineer.
 - h. Project Contractor.
 - i. Report date.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Testing and Balancing Agency shall be a subcontractor to the Mechanical Contractor.
- B. Perform total system balance in accordance with one of the following:
 - 1. AABC (NSTSB), AABC National Standards for Total System Balance.
 - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 - 3. SMACNA (TAB).
- C. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- D. TAB Agency Qualifications:
 - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 - 2. Having minimum of three years documented experience.

23 0593 TESTING, ADJUSTING, AND BALANCING FOR HVAC

3. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.
 - b. NEBB, National Environmental Balancing Bureau: www.nebb.org/#sle.
 - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.
- F. Completely coordinate with work of all other trades.
- G. Testing and Balancing Agency shall furnish all labor, materials, tools, equipment, and services to test, balance and adjust all mechanical systems as indicated, in accordance with provisions of Contract Documents.

3.02 RESPONSIBILITIES OF TESTING AND BALANCING AGENCY

- A. Directly responsible to the Mechanical Contractor.
 1. Report any balancing problem to the Engineer for resolution.
- B. Accurately calibrate and maintain all test instruments in good working order.
 1. If requested, conduct tests of instruments in the presence of the Engineer.
- C. Check component parts of complete system for their independent functions and composite operation in the system so that all capacities and requirements as shown on drawings and outlined in specifications have been met.
- D. Inspect the installation and operation of the mechanical piping systems, sheet metal work, temperature controls and other components of the HVAC systems as relates to proper arrangement and adequate provisions for testing and balancing.
 1. Advise the Engineer of necessary adjustments and corrective measures.
- E. Schedule work with trades involved.
- F. Check, adjust and balance system components to obtain optimum conditions in each conditioned space.
- G. Record all inspections, tests and adjustments.
- H. Prepare and submit reports of all tests.

3.03 RESPONSIBILITIES OF INSTALLING CONTRACTOR

- A. Startup all systems and keep in correct operation during balancing operations.
- B. Assign personnel as required to make necessary adjustments and corrections to balance systems.
- C. Maintain accessibility to test locations and devices requiring adjustment.
- D. Allow adequate time in project schedule for completion of TAB Activity prior to substantial completion.

3.04 JOB CONDITIONS

- A. Perform work at time as agreed upon by Installing Contractor and Owner.
 1. If work is not done during peak cooling season, demonstrate satisfactory balancing during next peak cooling season.

3.05 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 1. Systems are started and operating in a safe and normal condition.
 2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.

23 0593 TESTING, ADJUSTING, AND BALANCING FOR HVAC

4. Duct systems are clean of debris.
5. Fans are rotating correctly.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Advise Engineer of necessary adjustments and corrective measures.
- D. Beginning of work means acceptance of existing conditions.

3.06 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 10 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

3.07 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:
 1. Running log of events and issues.
 2. Discrepancies, deficient or uncompleted work by others.
 3. Contract interpretation requests.
 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.08 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

3.09 SCOPE

- A. Test, adjust, and balance the following:
 1. Fans.

3.10 MINIMUM DATA TO BE REPORTED

- A. Exhaust Fans:
 1. Location.
 2. Manufacturer.
 3. Model number.
 4. Serial number.
 5. Air flow, specified and actual.
 6. Total static pressure (total external), specified and actual.
 7. Inlet pressure.
 8. Discharge pressure.
 9. Sheave Make/Size/Bore.
 10. Number of Belts/Make/Size.
 11. Fan RPM.

END OF SECTION 23 0593

Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

23 0593 TESTING, ADJUSTING, AND BALANCING FOR HVAC

23 3100 HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ducts.

1.02 RELATED REQUIREMENTS

- A. Section 23 0593 - Testing, Adjusting, and Balancing for HVAC

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2018.
- C. ASTM A480/A480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2018a.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2018.
- E. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- F. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2018a.
- G. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018b.
- I. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2018.
- J. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; 2017.
- K. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Revised 2009).
- L. SMACNA (KVS) - Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines; 2001.
- M. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; 2012.
- N. UL 1978 - Grease Ducts; Current Edition, Including All Revisions.
- O. UL 2221 - Tests of Fire Resistive Grease Duct Enclosure Assemblies; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide data for duct materials.
- B. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

23 3100 HVAC DUCTS AND CASINGS

- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Provide UL Class 1 ductwork, fittings, hangers, supports, and appurtenances in accordance with NFPA 90A and SMACNA (DCS) guidelines unless stated otherwise.
- B. Duct Sealing and Leakage in accordance with Static Pressure Class:
 - 1. Duct Pressure Class and Material for Common Mechanical Ventilation Applications:
 - a. General Exhaust Air: 2 in-wc pressure class, stainless steel.
 - 1) Seal: Class C, apply to seal off traverse joints.
 - 2) Leakage: rectangular, Class 24 or 24 cfm/100 sq ft.
- C. Duct Fabrication Requirements:
 - 1. Duct and Fitting Fabrication and Support: SMACNA (DCS).
 - 2. Use reinforced and sealed sheet-metal materials at recommended gauges for indicated operating pressures or pressure class.
 - 3. Construct tees, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide airfoil turning vanes of perforated metal with glass fiber insulation.
 - 4. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
 - 5. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.
 - 6. Fabricate continuously welded duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Joints shall be minimum 4 inch cemented slip joint, brazed or electric welded. Prime coat welded joints.
 - 7. The minimum duct construction shall be 18 ga.

2.02 METAL DUCTS

- A. Material Requirements:
 - 1. Stainless Steel: ASTM A666, Type 316.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products following the manufacturer's instructions.
- B. During construction, provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering the ductwork system.
- C. All ductwork shall be run substantially as shown on the plans with bends and curves. The A/E reserves the right to slightly change the run of certain ducts without extra cost to the Owner, if necessary to avoid unforeseen structural or other interferences.
- D. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- F. Use double nuts and lock washers on threaded rod supports.
- G. Where vertical duct risers pass through floors, securely fasten supporting angles on at least two sides of the ducts with rivets, screws, or bolts and support the assembly on the adjoining floor construction in an approved manner. Angles shall be black iron primed with zinc chromate.

23 3100 HVAC DUCTS AND CASINGS

- H. Securely attach all ductwork to the building construction in a manner to be free from vibration and swaying under all conditions.
- I. Ducts shall be substantially supported with hangers located according to SMACNA standards. Hang ducts from beams and joists wherever possible.
- J. At exterior wall louvers, seal duct to louver frame _____.

END OF SECTION 23 3100

Houser Street Lift Station Upgrade Project
City of Muscatine
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23 3100 HVAC DUCTS AND CASINGS

23 3416 CENTRIFUGAL HVAC FANS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Airfoil wheel centrifugal fans, spark-proof construction.

1.02 REFERENCE STANDARDS

- A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings; 2015.
- B. AMCA 99 - Standards Handbook; 2016.

1.03 SUBMITTALS

- A. Product Data: Provide data on centrifugal fans and accessories including fan curves with specified operating point plotted, power, rpm, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.
- B. Manufacturer's Instructions: Include complete installation instructions.
- C. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect motors, shafts, and bearings from weather and construction dust.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Greenheck.
- B. Loren Cook.
- C. Twin City Fan.
- D. Engineer Approved Equivalent.

2.02 WHEEL AND INLET

- A. Airfoil Centrifugal Wheel: Steel construction with smooth curved inlet flange, heavy backplate die-formed hollow airfoil shaped aluminum blades continuously welded at tip flange, and backplate; cast iron or cast steel hub riveted to backplate and keyed to shaft with set screws.

2.03 HOUSING

- A. Heavy gauge steel, spot welded for AMCA 99 Class I and II fans, and continuously welded for Class III, adequately braced, designed to minimize turbulence with spun inlet bell and shaped cut.

2.04 BEARINGS AND DRIVES

- A. Bearings: Heavy duty pillow block type, selfgreasing ball bearings, with ABMA STD 9 life at 50,000 hours.
- B. Shafts: Hot rolled steel, ground and polished, with keyway, protectively coated with lubricating oil, and shaft guard.
- C. Drive and Motor: Direct drive with premium efficient motor.

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23 3416 CENTRIFUGAL HVAC FANS

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION 23 3416

23 8200 CONVECTION HEATING AND COOLING UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electric unit heaters.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. AHRI Directory of Certified Product Performance - Air-Conditioning, Heating, and Refrigeration Institute (AHRI); current edition at www.ahrinet.org.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2018.

1.04 SUBMITTALS

- A. Product Data: Provide typical catalog of information including arrangements.
- B. Shop Drawings:
 - 1. Indicate cross sections of cabinets, grilles, bracing and reinforcing, and typical elevations.
- C. Manufacturer's Instructions: Indicate installation instructions and recommendations.
- D. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listings.

PART 2 PRODUCTS

2.01 ELECTRIC UNIT HEATERS

- A. Manufacturers:
 - 1. Indeeco.
 - 2. QMark.
 - 3. Modine.
 - 4. Engineer Approved Equivalent.
- B. Provide products listed, classified, and labeled by Underwriters Laboratories Inc. (UL) as suitable for purpose indicated.
- C. Heating Element Assembly:
 - 1. Thermal safety cut-out within electric terminal box with automatically reset switch located near electric terminal box.
 - 2. Horizontal Projection Units:
 - a. Steel fins copper brazed to steel sheath and epoxy sealed for moisture resistance.
 - b. Nickel chromium resistance wire surrounded with magnesium oxide and sheathed in steel, spiral-finned tubes.
 - c. High-mass, all steel tubular type, copper brazed, centrally located and installed in fixed element banks.
- D. Housing:
 - 1. Horizontal Projection Units:
 - a. Construction materials to consist of heavy gauge steel with high gloss baked enamel finish.
 - b. Provide with threaded holes for threaded rod suspension.
 - c. Provisions for access to internal components for maintenance, adjustments, and repair.
- E. Air Inlets and Outlets:
 - 1. Inlets: Provide protective grilles with fan blade guard.
 - 2. Outlets: Provide directional louvers.

23 8200 CONVECTION HEATING AND COOLING UNITS

- F. Fan: Factory balanced, direct drive, axial type with fan guard.
- G. Motor: Totally enclosed, thermally protected, and provided with permanently lubricated bearings.
- H. Controls:
 - 1. Wall mounted remote thermostat with 24-volt auxiliary relay.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated on drawings.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's recommendations.
- B. Install equipment exposed to finished areas after walls and ceilings are finished and painted.
- C. Do not damage equipment or finishes.
- D. Unit Heaters:
 - 1. Hang from building structure, with pipe hangers anchored to building, not from piping or electrical conduit.
 - 2. Mount as high as possible to maintain greatest headroom unless otherwise indicated.
- E. Units with Electric Heating Elements:
 - 1. Install as indicated including electrical devices furnished by manufacturer but not factory installed.

3.03 CLEANING

- A. After construction and painting is completed, clean exposed surfaces of units.
- B. Vacuum clean coils and inside of units.
- C. Touch-up marred or scratched surfaces of factory-finished cabinets using finish materials furnished by the manufacturer.

END OF SECTION 23 8200

SECTION 26 0010 GENERAL PROVISIONS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work shall include everything in this Division of the Specifications and everything indicated on the Drawings that is complementary to this Division of the Specifications.

1.02 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. Work, materials and manner of placing material shall conform in every respect with the latest provisions of Local, State, and National Codes.
 - 2. Materials and equipment shall be new and of best quality, of the type best suited for the purpose intended, and be made by nationally recognized and substantially established manufacturers.
 - 3. Electrical materials used in this work shall be listed by the Underwriters Laboratories, Inc. where testing is provided and shall bear their label.
 - 4. The following list of codes, technical societies, trade organizations and governing agencies shall set the standards by which all work shall be executed and for all products to be manufactured. The most recent editions shall apply.
 - a. City Electrical Ordinances
 - b. National Electrical Code (NEC)
 - c. National Electrical Manufacturers Association (NEMA)
 - d. Underwriters Laboratories (UL)
 - e. Electrical Testing Laboratory (ETL)
 - f. International Building Code (IBC)
 - g. International Fire Code (IFC)
 - h. National Fire Protection Association (NFPA)
 - i. American Society for Testing and Materials (ASTM)
 - j. National Electrical Contractors Association (NECA)
 - k. Institute of Electrical and Electronic Engineers (IEEE)

1.03 METHODS OF REQUEST FOR APPROVAL OF EQUIVALENT EQUIPMENT

- A. Prior to the award of the contract, interested parties may request approval of substitute materials. Such requests shall be made in writing and delivered to the Engineer no later than ten (10) days prior to the receipt of bids. Any substitutions that the Engineer finds satisfactory will then be published in an addendum as “acceptable substitutions.”
- B. The listing of any manufacturer as “acceptable” does not imply automatic approval. It is the sole responsibility of the Electrical Contractor to ensure that any price quotations received and submittals made are for products which meet or exceed the specifications included herein.
- C. The Contractor must judge that such items of substitution are of equal quality and character to the specified items and it is physically adaptable for installation within the allotted space with all required service clearances.
- D. The cost of any changes to other trades as a result of use of the substitution material or equipment must be borne by the Contractor submitting such material or equipment.
- E. After the award of the contract, any request for a substitution must be made in writing. Such request shall state the name of the product specified, the name of the product proposed for substitution, the reason for requesting the substitution, and any change in contract amount resulting from the substitution.
- F. Manufactured materials hereinafter specified or shown on the Drawings shall be installed or applied in accordance with the directions of the manufacturer unless specifically designated otherwise in the Specifications or on the Drawings.

SECTION 26 0010 GENERAL PROVISIONS

1.04 SUBMITTALS

- A. Submittal of Shop Drawings:
 - 1. The Contractor shall submit one (1) electronic copy in either standard "searchable" (no scans will be accepted) PDF format. Major components of the system shall be submitted at one time under a protective cover with each section indexed. All equipment shall be labeled per the equipment tags on the drawings, i.e.. Equipment names, fixture types, etc.
 - 2. Shop drawings shall indicate catalog number, dimensions, voltage and current characteristics, wire sizes, construction and rough-in data of all materials to be used. Each shop drawing shall be certified as being checked and approved by the Contractor before submittal.
 - 3. Shop drawings not indicated as being approved by the Contractor will be returned without review.
 - 4. Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the Drawings and Specifications. This check is only for review of general compliance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades and performing his work in a safe and satisfactory manner."
- B. Guarantee:
 - 1. The Contractor shall assume responsibility for any defects which may develop in any part of his work caused by faulty workmanship, material or equipment, and agrees to replace, repair or alter, at his expense, any such faulty workmanship, material or equipment that has been brought to his attention during a period of one year from the date of the final certificate for payment. Acceptance of the work shall not waive this guarantee.
- C. Operating and Maintenance Instructions:
 - 1. This Contractor shall furnish one (1) electronic copy in PDF format of complete catalog data, manufacturer's literature and detailed manuals covering the operating, maintenance of equipment and parts list specified under this Division of the Specification.
 - 2. The Contractor shall submit O&M Manuals to the Engineer, not the owner, for review. The Engineer will forward the manuals to the Owner.
- D. Test Reports:
 - 1. Work which is required to be placed within the construction or concealed shall be carefully tested and inspected before being permanently concealed.
 - 2. Tests shall be made in the presence of the Owner if requested, and shall meet with their approval.
 - 3. The entire system shall be subject to a test at full operating and under normal usage conditions. This shall include voltage and current checks, resistance measurements and equipment operation. Defects in the work or workmanship which appear during these tests shall be properly remedied and a test again applied and continued to a satisfactory conclusion.
 - 4. Test reports submitted electronically shall be in standard PDF format.

1.05 JOB CONDITIONS

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition per OSHA standards.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- C. Permits, licenses, fees and service charges required in connection with the work shall be secured and paid for by this Contractor, and upon completion of the work he shall furnish proof of acceptance from the authority having jurisdiction.

SECTION 26 0010 GENERAL PROVISIONS

D. Correlation of Work:

1. This Contractor shall be responsible for close correlation of his work with that of other Contractors and shall organize his work so that it will not interfere with or delay the work of other Contractors.
2. Field verification of scale dimensions on Plans is directed since actual locations, distances and levels will be governed by actual field conditions.
3. The Electrical Contractor shall check all project plans to avert possible installation conflicts. Should changes from original Plans be necessary to resolve such conflicts, the Contractor shall notify the Engineer and secure written approval and agreement on necessary adjustments before the installation is started.
4. Discrepancies shown on different Plans, or between Plans and actual field conditions, or between Plans and Specifications, shall promptly be brought to the attention of the Engineer for a decision.
5. Where a discrepancy exists between drawing and specifications or other disciplines the worst cost case shall be provided.

E. Final Inspection:

1. Upon completion of work, the Contractor shall notify the Engineer in writing and make arrangements for a final observation. The Contractor shall also submit the operating and maintenance manuals at this time. The Engineer will not schedule nor perform a final inspection without successful submittal of operating and maintenance manuals by the Contractor.
2. During the final observation, pre-final or follow-up final, the Contractor and all their Sub-Contractors shall have the foreman of the project present.
3. After the final observation is made, the Contractor will receive a list of items requiring adjustment, correction, replacement, or completion. The Contractor shall comply completely with all the listed requirements within a negotiated number of days of receipt of list. Should the Contractor fail to complete items on the list within this time limit, the Owner reserves the right to have the work completed by others and the cost deducted from the contract price, including change orders. The Contractor shall notify in writing to the Engineer once all punch list items are corrected, that he is ready for a follow-up final. The written notice shall contain explanations for those known items not completed and a schedule for completing them. Engineer shall schedule a follow-up final to confirm completion.

1.06 DRAWINGS AND MEASUREMENTS

- A. The extent of the system of equipment, materials, panels, conduits, wire, fixtures and connections as shown are in general diagrammatic and not for exact locations, except in certain cases, the drawings may include details giving exact location and arrangements.
- B. The drawings are not intended to be scaled for roughing in measurements nor to serve as shop drawings.
- C. The Contractor shall consult all project drawings for dimensions, obstructions, and location of equipment or other trades. Any discrepancies between any of the project drawings and the electrical work shown on these drawings shall be reported to the Engineers for adjustment.
- D. The installation details, instructions, and recommendations of the manufacturer of the product used, or modified to obtain the best end result, shall be the basis of attaining installation of the products for usage on this project except where definite and specific instructions are set forth herein or details are shown on the plans.
- E. Devices, fixtures, equipment, and all other items are shown on the drawings only in a schematic manner and not necessarily in their specific location. The Contractor shall be responsible for exact locations of these items to form a functional and aesthetic installation either by careful

SECTION 26 0010 GENERAL PROVISIONS

review of all plan elevations, patterns, surface finishes, and equipment arrangements or by consultation with the Engineers and other trades involved.

- F. This contractor's bid shall allow a minimum of 10 feet variance in location of each device or piece of equipment shown on the plans.

1.07 WORKMANSHIP

- A. The installation work included in this specification shall be performed in a neat workmanlike manner by people experienced and skilled in the Electrical trade. Only the best quality workmanship will be accepted. All exposed parts of the electrical wiring systems such as exposed conduits, flush plates, cabinet trim, fixtures, etc., shall be square and true with the building construction.

1.08 EQUIPMENT CLEAN-UP

- A. Special care must be taken for protection of all installed devices, fixtures, equipment, etc. All must be kept completely protected from weather elements, painting, etc. until the construction is substantially completed. Damage from rust, paint, scratches, etc. shall be corrected.
- B. Clean all devices, fixtures, equipment, etc. thoroughly, just prior to final inspection.
- C. Protection of electrical equipment during painting of the building shall be the responsibility of the Electrical Contractor, as coordinated with the other Contractors.

1.09 CUTTING AND PATCHING

- A. In existing construction this Contractor shall perform all cutting required and all necessary patching after completion to restore the surface to its original condition, unless otherwise indicated.
- B. All cutting and patching done by this Contractor shall be subject to the direction and approval of the Engineer. This Contractor shall not endanger the stability of the structure by cutting, digging, or otherwise, and shall not at any time cut or alter work of any other contractor.

1.10 SEALING OF PENETRATIONS

- A. All penetrations for raceway, wire, etc. furnished under Division 26 of these specifications which penetrate walls, shall be sealed with a UL System specifically approved for the application.

1.11 EXCAVATING, TRENCHING AND BACKFILLING

- A. This Contractor shall perform all excavation to the depths required, indicated on the drawings or specified. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from trench or other excavations to prevent slides or cave ins. All excavated materials not required or usable for backfilling shall be removed from the site. Necessary grading shall be done to prevent surface water from flowing into trenches or other excavations and onto adjacent property. Furnish all pumping required to keep excavated space clear of water during construction. Provide sheeting and shoring as may be necessary for the protection of the work and the safety of personnel. Protect bottom of excavation from frost and do not place structures or pipe on frozen ground.
- B. Except where excavations will be covered by at least 4" of concrete, this contractor shall provide electrical warning tape at least 6" above buried conduit or wire.
- C. Backfill excavations below finished grades with similar materials to that removed in excavation, free from rubbish and other unsuitable material. Backfilling shall be done to finished grades indicated on drawings. If no finished grading is to be done in excavated areas, this Contractor shall backfill to existing grades and restore the surface to its original condition. All backfill shall be compacted in 6 inch lifts to 95% maximum density.
- D. Prior to any excavation, utilities shall be located with the local utility locate company, and effort shall be made to determine whether underground installations (i.e., sewer, telephone, water, fuel, electric lines, etc.) will be encountered. When the excavation approaches the estimated

SECTION 26 0010 GENERAL PROVISIONS

location of such installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

1.12 PROJECT RECORD DOCUMENTS

- A. Maintain one set of record drawings, containing all addendum items, changes to the work, and other revisions to the work. Turn over legibly marked up drawings to the Engineer at the project completion.

1.13 ARC FLASH STUDY

- A. The arc flash study will be performed by the project engineer (outside of this set of documents). The project engineer will perform the study, print the labels, and deliver the labels to the contractor. The Contractor shall obtain final feeder size/length information, install arc flash labels on the equipment (provided by the project engineer). This will require an additional trip to the project site after construction is completed.

PART 2 PRODUCTS

1.01 Not Used.

PART 3 EXECUTION

1.01 Not Used.

END OF SECTION

Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

SECTION 26 0010 GENERAL PROVISIONS

SECTION 26 0501 MINOR ELECTRICAL DEMOLITION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Electrical contractor shall verify the existing conditions at the project site before submitting cost proposal.
- C. Verify that abandoned wiring and equipment serve only abandoned facilities.
- D. Demolition drawings are based on casual field observation. Report discrepancies to Owner before disturbing existing installation. Beginning of demolition means installer accepts existing conditions.
- E. It is mandatory that the existing building remain in continuous and non-interrupted operation during remodeling/altering of the existing bldg. The specific area(s) being remodeled/alterd at any scheduled time are obviously exclusive of the statement. Services to existing building shall be kept on continuous operation including power, lighting, etc. Any interruption of these services to accomplish project construction shall be held to a minimum, arranged with the owner through the general contractor two (2) weeks in advance. Temporary services shall be furnished and installed where necessary to accomplish this purpose. Temporary systems shall be removed only after new permanent services are installed, fully operational, tested and compliant.
- F. Electrical contractor shall refer to other project drawings to familiarize himself with extent of alteration/remodeling work and more specifically note where new partitioning is being installed, where existing partitioning is being removed.
- G. If existing conduit is allowed to be reused it shall be supported per NEC and these specifications within the room it serves. Field verify the existing conditions prior to bidding.

3.02 PREPARATION

- A. Coordinate utility service outages with utility company.
- B. Coordinate service outages with owner. Temporary connections of power must be completed before modifications occur.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Obtain permission from Owner at least 168 hours before partially or completely disabling system.
 - 2. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with

SECTION 26 0501 MINOR ELECTRICAL DEMOLITION

applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:

1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
 2. PCB- and DEHP-containing lighting ballasts.
 3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
 - C. Remove abandoned wiring to source of supply.
 - D. Remove exposed abandoned conduit. Cut conduit flush with walls and floors, and patch surfaces.
 - E. Disconnect abandoned outlets and remove devices. Remove abandoned outlet boxes and conduits.
 - F. Disconnect and remove abandoned panelboards and distribution equipment.
 - G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
 - H. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
 - I. Repair adjacent construction and finishes damaged during demolition and extension work.
 - J. Remove all surface mounted conduit/boxes and their associated wiring. Remove all existing wiring/cabling from all existing concealed raceways in walls/floors that are to remain relating to demolished devices.

3.04 SALVAGE ITEMS

- A. Deliver to the owner all salvage items to be retained by owner.

END OF SECTION

SECTION 26 0519 CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor wire.
- B. Wiring connectors.
- C. Electrical tape.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory and acceptable to authorities having jurisdiction.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.05 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by the manufacturer, manufacturing standards, and installation codes.
- B. Provide single conductor wire installed in suitable raceway unless otherwise indicated, permitted, or required.

2.02 CONDUCTOR AND CABLE MANUFACTURERS

- A. Cerro Wire, Encore Wire, Southwire, AFC, or equal.

2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide new conductors and cables manufactured not more than one year prior to installation.
- B. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- C. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors.
- D. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - 1) This contractor shall derate conductor ampacity in areas of high ambient temperature per the NEC.

SECTION 26 0519 CONDUCTORS AND CABLES

- 2) Provide a separate neutral for each phase wire, no shared neutrals are allowed.
 - 3) Provide additional derating per NEC tables 310-16 through 310-31 note 8 for all home runs with more than 3 current-carrying conductors in a raceway.
2. Control Circuits: 12 AWG.
- E. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- F. Conductor Color Coding:
 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 2. Color Coding Method: Integrally colored insulation.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 3. Color Code:
 - a. 480Y/277 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral/Grounded: Gray.
 - b. 240/120 V, 1 Phase, 3 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Neutral/Grounded: White.
 - c. Equipment Ground: Green.

2.04 SINGLE CONDUCTOR WIRE

- A. Conductor Stranding:
 1. Feeders and Branch Circuits:
 - a. Size 12 AWG and Smaller: Solid.
 - b. Size 10 AWG and Larger: Stranded.
- B. Insulation:
 1. Copper Building Wire: Type THHN/THWN-2, except as indicated below.
 - a. Installed Underground: Type XHHW-2.

2.05 GENERATOR DOCKING WIRE

- A. 600 volt, 30 gauge strands, flexible class K cable with PPE jacket.
- B. Provide with color coded series 16 Camlok connectors, male on one end and female on the other end.
- C. See the Generator Docking Station / MTS Schedule for more information.

2.06 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected.
- B. Wiring Connectors for Splices and Taps:
 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors. Split bolt type connectors are not allowed.
- C. Wiring Connectors for Terminations:
 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.

SECTION 26 0519 CONDUCTORS AND CABLES

2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required. Split bolt type connectors are not allowed.
 5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
 6. Conductors for Control Circuits: Use crimped terminals for all connections.
- D. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant for damp and wet locations.
1. Manufacturers:
 - a. 3M, Ideal Industries, or NSI Industries
- E. Mechanical Connectors: Provide bolted type or set-screw type.
- F. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
1. Manufacturers:
 - a. Burndy, Ilco, Thomas & Betts Corporation

2.07 WIRING ACCESSORIES

- A. Electrical Tape:
1. Manufacturers:
 - a. 3M or equal
 3. Vinyl Color Coded Insulating Electrical Tape: Minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Split bolts shall not be permitted except for temporary wiring.
- C. Where tapping of conductors is required, use minimum of two layers wrapped half lapped. Tape shall be a minimum of 150% of thickness of insulation. Tape shall be U.L. Listed 3M Scotch Brand 33+.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage wire and cable has been completed.
- B. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- C. Verify that field measurements are as shown on the drawings.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors.

3.03 INSTALLATION

- A. Circuiting Requirements:
1. Arrange circuiting to minimize splices.
 2. Include circuit lengths required to install connected devices within 10 ft of location shown.

SECTION 26 0519 CONDUCTORS AND CABLES

3. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are shown as separate, combining them together in a single raceway is permitted, under the following conditions:
 - a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
 - b. Increase size of conductors as required to account for ampacity derating.
 - c. Size raceways, boxes, etc. to accommodate conductors.
- B. Install conductors and cable in a neat and workmanlike manner.
- C. Installation in Raceway:
 1. Tape ends of conductors and cables to prevent infiltration of moisture.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
 - a. Pulling compound shall be water based, no oils waxes, etc. allowed.
- D. Neatly train and bundle conductors inside boxes, wireways, panelboards and other enclosures.
- E. Make wiring connections using specified wiring connectors.
 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
 5. Mechanical Connectors: Secure connections according to recommended torque settings.
 6. Compression Connectors: Secure connections using recommended tools and dies.
- F. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength equivalent to unspliced conductors.
- G. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- H. Route wire and cable as required to meet project conditions.
 1. Wire and cable routing indicated is approximate unless dimensioned.
 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
 3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- I. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- J. Cable for major feeders shall be continuous from origin to termination where possible.

END OF SECTION

SECTION 26 0526 GROUNDING AND BONDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory and acceptable to authorities having jurisdiction.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. See detail on the drawing for grounding electrode system.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance: Not greater than 5 ohms to ground.
- E. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 - 2. Metal Underground Water Pipe(s):
 - a. Provide connection to underground metal water service pipe(s) that are in direct contact not more than 5 feet from the point of entrance to the building.
 - b. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
 - 3. Ground Rod Electrode(s):
 - a. Provide two electrodes. Space electrodes not less than 10 feet from each other and any other ground electrode.

2.02 GROUNDING AND BONDING COMPONENTS

- A. Conductors for Grounding and Bonding, in addition to requirements of Section 26 0519:

SECTION 26 0526 GROUNDING AND BONDING

1. Use insulated copper conductors, except use bare copper conductors where installed underground in direct contact with earth or in concrete.
- B. Connectors for Grounding and Bonding:
 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
- C. Ground Rod Electrodes:
 1. Material: Copper-bonded (copper-clad) steel.
 2. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide a separate, insulated green grounding conductor for each branch circuit and feeder.
- C. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

3.03 FIELD QUALITY CONTROL

- A. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

END OF SECTION

SECTION 26 0529 HANGERS AND SUPPORTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components for equipment, conduit, cable, boxes, and other work.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 - 2. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 25%. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 3. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Outdoor and Indoor Locations: Use galvanized steel or aluminum, or plastic for PVC conduit if made for that purpose.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware.
 - 1. Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
 - 2. 12 gauge minimum, 1-5/8 inch width by 13/16 inch height.
- E. Anchors and Fasteners:
 - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete and Block: Use preset concrete inserts, expansion anchors, or screw anchors.
 - 3. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 - 4. Plastic and lead anchors are not permitted.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.

SECTION 26 0529 HANGERS AND SUPPORTS

- B. Install support and attachment components in a neat and workmanlike manner.
- C. Provide independent support from structural elements.
- D. Do not penetrate, notch, or cut structural members without the approval of Structural Engineer.
- E. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) to support surface-mounted equipment to provide space between equipment and mounting surface.
 - 3. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

3.02 FIELD QUALITY CONTROL

- A. Inspect support and attachment components for damage and defects.
- B. Correct deficiencies and replace damaged or defective support and attachment components.
- C. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- D. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- E. All supports shall be securely positioned to the structure, not equipment or ceiling tile supports. Coordinate structure load capabilities with the structure being fastened to.

END OF SECTION

SECTION 26 0534 CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Aluminum rigid metal conduit (ARMC).
- C. Galvanized steel intermediate metal conduit (IMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Rigid polyvinyl chloride (PVC) conduit.
- F. High-density polyethylene (HDPE) conduit.
- G. Conduit fittings.
- H. Accessories.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate the arrangement of conduits with structural members, piping, equipment and other potential conflicts installed under other sections or by others.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
 - 4. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- C. Protect PVC conduit from sunlight.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements.
- C. Underground:
 - 1. Under Slab on Grade: Use rigid PVC conduit.
 - 2. Exterior, Direct-Buried: Use PVC-coated galvanized steel rigid metal conduit or rigid PVC conduit.
 - 3. Exterior, Embedded Within Concrete: Use galvanized steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or rigid PVC conduit.
 - 4. In or Under Slab on Grade: Use PVC conduit.
- D. Exposed, Exterior: galvanized steel rigid metal conduit (RMC) galvanized steel intermediate metal conduit (IMC), or rigid PVC conduit (Schedule 80 and listed for use where exposed to physical damage).

SECTION 26 0534 CONDUIT

- E. Interior Locations: Use galvanized steel rigid metal conduit (RMC), aluminum rigid metal conduit (ARMC), galvanized steel intermediate metal conduit (IMC), or Schedule 80 PVC.
 - 1. Use only Schedule 80 PVC in the lower level (dry well pump area) of the facility.
- F. Connections to Vibrating Equipment:
 - 1. Damp, Wet, or Corrosive Locations: Use liquid tight flexible metal conduit.
 - 2. Maximum Length: 6 feet unless otherwise indicated.
 - 3. Vibrating equipment includes motors and transformers.

2.02 CONDUIT REQUIREMENTS

- A. Manufacturers:
 - 1. Allied Tube and Conduit
 - 2. Wheatland Tube
 - 3. Carlon
 - 4. AFC
 - 5. Cantex
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch trade size.
 - 2. Branch Circuit Homeruns: 3/4 inch trade size.
 - 3. Control Circuits: 1 inch trade size.
 - 4. Underground: 3/4 inch trade size.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Material: Galvanized steel.
- B. Fittings:
 - 1. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.
 - 2. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 ALUMINUM RIGID METAL CONDUIT (ARMC)

- A. Material: Aluminum
- B. Fittings:
 - 1. Material: Use aluminum.
 - 2. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.05 INTERMEDIATE METAL CONDUIT (IMC)

- A. Material: Galvanized Steel.
- B. Fittings:
 - 1. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.
 - 2. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Material: PVC coated steel or aluminum.
- B. Fittings:

SECTION 26 0534 CONDUIT

1. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.
- 2.06 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT
 - A. Material: Schedule 40 or schedule 80 PVC (Schedule 80 only where exposed).
 - B. Fittings:
 1. Material: Use PVC to match conduit.
- 2.07 HIGH-DENSITY POLYETHYLENE (HDPE) CONDUIT
 - A. Material: HDPE
 - B. Joining Methods: Approved by HDPE conduit manufacturer.
- 2.08 ACCESSORIES
 - A. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
 - B. Adhesive for HDPE Conduit:
 1. Specifically designed for bonding dissimilar materials in lieu of transition fittings, including but not limited to polyethylene, fiberglass, PVC, aluminum, and steel.
 - C. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify routing and termination locations of conduit prior to rough-in.

3.02 INSTALLATION

- A. Conduit Routing:
 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 2. When conduit destination is indicated and routing is not shown, determine exact routing.
 3. Conceal all conduits unless specifically indicated to be exposed.
 4. Conduits installed underground or embedded in concrete may be routed in the shortest route unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 5. Arrange conduit to maintain adequate headroom, clearances, and access.
 6. Install no more than the equivalent of four 90 degree bends between pull points.
 7. Arrange conduit to provide no more than distance allowed per NEC between pull points.
 8. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 9. Maintain minimum clearance of 12 inches between conduits and hot surfaces.
 10. Group parallel conduits in the same area together on a common rack.
- B. Conduit Support:
 1. Provide independent support from structure. Do not provide support from piping, ductwork, or other systems.
 2. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 3. Use corrosion resistant metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.

SECTION 26 0534 CONDUIT

4. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- C. Connections and Terminations:
 1. Use suitable adapters where required to transition from one type of conduit to another.
 2. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 3. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 4. For interior PVC conduit, use expansion fittings per manufacturer's recommendations and at a maximum of 25 feet on center for continuous runs.
- D. Penetrations:
 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
- E. Underground Installation:
 1. Provide trenching and backfilling to provide adequate cover and compacted backfill.
 2. Provide underground warning tape in accordance with Section 26 0553 along entire conduit length for service entrance where not concrete-encased.
- F. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others.
- G. Identify conduits in accordance with Section 26 0553.
- H. Provide suitable fittings to accommodate expansion and deflection where conduit crosses expansion joints.
- I. Provide grounding bushings on all conduits 2" and larger.
- J. Flexible metal conduit shall not be used in lengths longer than six feet.
- K. Use conduit fittings for sharp turns, tees, etc.
- K. Install conduit system mechanically and electrically continuous through all boxes and cabinets.

END OF SECTION

SECTION 26 0537 BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Underground boxes/enclosures.
- C. Pull and junction boxes.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 2. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
- B. Products: Provide products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 - 1. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 2. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 - 1. Use cast iron boxes or cast aluminum boxes unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 2. Use nonmetallic boxes where exposed rigid PVC conduit is used.
- C. Underground Boxes/Enclosures:
 - 1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
 - 2. Size: As indicated on drawings.
 - 3. Provide logo on cover to indicate type of service.
 - 4. Polymer Concrete Underground Boxes/Enclosures:
 - a. Combination fiberglass/polymer concrete boxes/enclosures are acceptable.
 - b. Provide bolted cover and mouse holes for conduit entrances.
- D. Pull and Junction Boxes:
 - 1. Description: Painted sheet metal for large boxes, with hinged cover, secured with screws.
 - 2. Use aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 3. Use aluminum boxes where aluminum rigid metal conduit is used.
 - 4. Use nonmetallic boxes where exposed rigid PVC conduit is used.

SECTION 26 0537 BOXES

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- C. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- D. Box Locations:
 - 1. Locate boxes to be accessible.
 - 2. Unless dimensioned, box locations indicated are approximate.
 - a. Adjust box locations up to 10 feet if required to accommodate intended purpose.
 - 3. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0534.
- E. Box Supports:
 - 1. Provide independent support from structure.
- F. Install boxes plumb and level.
- G. Underground Boxes/Enclosures:
 - 1. Install enclosure on gravel base, minimum 6 inches deep.
 - 2. Mount enclosures located in landscaped areas with top at 1 inch above finished grade.
- H. Close unused box openings.
- I. Not all pull and junction boxes are shown. Add pull and junction boxes per code and for proper installation of the raceway system, such as for wire pulling.

3.03 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Underground warning tape.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify ampere rating, voltage/phase, source/circuit number.
 - 2) Provide nameplates, except for branch circuit panelboards, where a typewritten panel directory shall be provided.
 - b. Enclosed switches, circuit breakers, contactors, motor controllers, VFDs, and other similar loads.
 - 1) Identify voltage/phase, source/circuit number, and load served.
 - c. Manual Transfer Switches / Docking Stations:
 - 1) Identify voltage/phase, amperage rating, incoming sources, outgoing load.
 - 2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 at the main service disconnecting means.
- B. Identification for Conductors and Cables:
 - 1. Color Coding for Power Conductors 600V and Less: Comply with Section 26 0519.
 - 2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the source, load, within boxes, and within equipment enclosures:
- C. Identification for Raceways:
 - 1. Use underground warning tape to identify underground raceways.
- D. Identification for Boxes:
 - 1. Use handwritten text using indelible marker to identify circuits enclosed.
 - 2. All junction boxes shall be legibly and permanently marked to indicate the circuit numbers associated with the conductors in the junction box. Junction boxes containing controls shall be labeled as such. Permanent black marker shall be acceptable.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 - 1. Materials:
 - a. Indoor and Outdoor Locations: Use plastic suitable for exterior use.
 - 2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.

SECTION 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

- B. Identification Labels:
 - 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant, clear with black text.

2.03 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Description: tape type wire markers on feeder cables #4 and larger. Branch circuit wire and cable #6 and smaller shall be factory color coded by integral pigmentation.

2.04 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Color shall be black text on red background.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Free-Standing Equipment: Enclosure front.
 - 3. Conduits: Legible from the ground.
 - 4. Boxes: Outside face of cover.
 - 5. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
 - 1. Do not use adhesives on exterior surfaces except where substrate cannot be penetrated.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.

END OF SECTION

SECTION 26 2200 LOW-VOLTAGE TRANSFORMERS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. General purpose transformers.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate the work with placement of supports, anchors, etc. required for mounting.
 - 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
 - 5. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Coordination: Coordinate the work with placement of support framing and anchors required for mounting of transformers.

1.03 SUBMITTALS

- A. Product Data: Include voltage, kVA, impedance, tap configurations, insulation system class and rated temperature rise, efficiency, sound level, enclosure ratings, outline and support point dimensions, weight, required clearances, service condition requirements, and installed features.
- B. Shop Drawings: Provide dimensioned plan and elevation views of transformers and adjacent equipment with all required clearances indicated.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.
- D. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to transformer internal components, enclosure, and finish.

SECTION 26 2200 LOW-VOLTAGE TRANSFORMERS

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Same as Panelboards.
- B. Source Limitations: Furnish transformers produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.02 ALL TRANSFORMERS

- A. Description: Factory-assembled, dry type transformers for 60 Hz operation designed and manufactured in accordance with NEMA ST 20 and listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Unless noted otherwise, transformer ratings indicated are for continuous loading according to IEEE C57.96 under the following service conditions:
 - 1. Altitude: Less than 3,300 feet.
 - 2. Ambient Temperature:
 - a. Less than 10 kVA: Not exceeding 77 degrees F.
 - 3. Ambient Temperature: Not exceeding 86 degrees F average or 104 degrees F maximum measured during any 24 hour period.
- C. Core: High grade, non-aging silicon steel with high magnetic permeability and low hysteresis and eddy current losses. Keep magnetic flux densities substantially below saturation point, even at 10 percent primary overvoltage. Tightly clamp core laminations to prevent plate movement and maintain consistent pressure throughout core length.
- D. Impregnate core and coil assembly with non-hydroscopic thermo-setting varnish to effectively seal out moisture and other contaminants.
- E. Basic Impulse Level: 10 kV.
- F. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.
- G. Provide main bonding jumper.
- H. Isolate core and coil from enclosure using vibration-absorbing mounts.
- I. Nameplate: Include transformer connection data, ratings, wiring diagrams, and overload capacity based on rated winding temperature rise.

2.03 GENERAL PURPOSE TRANSFORMERS

- A. Description: Self-cooled, two winding transformers listed and labeled as complying with UL 506 or UL 1561; ratings as indicated on the drawings.
- B. Primary Voltage: 480 volts delta, 3 phase.
- C. Secondary Voltage: 240/120 volts, 1 phase, 3 wire.
- D. Insulation System and Allowable Average Winding Temperature Rise:
 - 1. Less than 15 kVA: Class 185 degrees C insulation system with 115 degrees C average winding temperature rise.
- E. Energy Efficiency: Standard efficiency complying with NEMA TP 1.
- F. Coil Conductors: Continuous copper or aluminum windings with terminations brazed or welded.
- G. Winding Taps:
 - 1. 3 kVA through 15 kVA: Two 5 percent full capacity primary taps below rated voltage.
- H. Energy Efficiency: Standard efficiency complying with NEMA TP 1.
 - 1. Test efficiency according to NEMA TP 2.
 - 2. Label transformer according to NEMA TP 3.

SECTION 26 2200 LOW-VOLTAGE TRANSFORMERS

- I. Sound Levels: Standard sound levels complying with NEMA ST 20.
 - J. Mounting Provisions:
 - 1. Less than 15 kVA: Suitable for wall mounting.
 - K. Transformer Enclosure: Comply with NEMA ST 20.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor clean, dry locations: Type 2.
 - 2. Construction: Heavy gage steel.
 - a. Less than 15 kVA: Totally enclosed, non-ventilated.
 - 3. Finish: Manufacturer's standard grey, suitable for outdoor installations.
 - 4. Provide lifting eyes or brackets.
 - L. Accessories:
 - 1. Mounting Brackets: Provide manufacturer's standard brackets.
 - 2. Lug Kits: Sized as required for termination of conductors as indicated on the drawings.
- 2.04 SOURCE QUALITY CONTROL
- A. Identify transformers in accordance with Section 26 0553.
 - B. Factory test transformers according to NEMA ST 20.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that suitable support frames and anchors are installed where required and that mounting surfaces are ready to receive transformers.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1.
- B. Install transformers in accordance with manufacturer's instructions.
- C. Install transformers in accordance with NECA 409 and IEEE C57.94.
- D. Use flexible conduit, under the provisions of Section 26 0534, 2 feet minimum length, for connections to transformer case. Make conduit connections to side panel of enclosure.
- E. Arrange equipment to provide minimum clearances as specified on transformer nameplate and in accordance with manufacturer's instructions and NFPA 70.
- F. Install transformers plumb and level.
- G. Transformer Support:
 - 1. Provide required support and attachment in accordance with Section 26 0529, where not furnished by transformer manufacturer.
 - 2. Use integral transformer flanges, accessory brackets furnished by manufacturer, or field-fabricated supports to support wall-mounted transformers.
 - 3. Use trapeze hangers assembled from threaded rods and metal channel (strut) to support suspended transformers. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- H. Set transformers plumb and level.
- I. Use liquid-tight flexible metal conduit, under the provisions of Section 26 0534, 2 feet minimum length, for connections to transformer case.

SECTION 26 2200 LOW-VOLTAGE TRANSFORMERS

- J. Mount wall-mounted transformers using brackets furnished by the manufacturer.
- K. Mount floor-mounted, trapeze-mounted, wall-mounted, and ceiling-mounted transformers using vibration isolators suitable for isolating the transformer noise from the building structure.
- L. Provide grounding and bonding in accordance with Section 26 0526.
- M. Where not factory-installed, install lugs sized as required for termination of conductors as shown on the drawings.
- N. Install transformer identification nameplate in accordance with Section 26 0553.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection, testing, and adjusting.

3.04 ADJUSTING

- A. Measure primary and secondary voltages and make appropriate tap adjustments.
- B. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

- A. Clean dirt and debris from transformer components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 2416 PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
 - 1. Include characteristic trip curves for each type and rating of overcurrent protective device upon request.
- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory and acceptable to authorities having jurisdiction.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. ABB / General Electric
- B. Eaton Corporation
- C. Schneider Electric; Square D Products
- D. Siemens

SECTION 26 2416 PANELBOARDS

- E. Source Limitations: Furnish panelboards and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.02 ALL PANELBOARDS

- A. Provide products listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- B. Short Circuit Current Rating:
 - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
 - 2. Series rating is not allowed except where specifically noted on the drawings.
- C. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- D. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- E. Bussing:
 - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
 - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- F. Conductor Terminations: Suitable for use with the conductors to be installed.
- G. Enclosures:
 - 1. Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Locations: Type 1
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - b. Increase gutter space as required where sub-feed lugs, feed-through lugs, gutter taps, or oversized lugs are provided.
 - 3. Fronts:
 - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
 - b. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
 - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- H. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- I. Load centers are not acceptable.

2.03 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
 - 1. Main and Neutral Lug Material: Copper or Aluminum, suitable for terminating copper conductors.
 - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
 - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
 - 2. Phase and Neutral Bus Material: Copper or Aluminum.
 - 3. Ground Bus Material: Copper or Aluminum.

SECTION 26 2416 PANELBOARDS

- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
 - 1. Provide surface-mounted or flush-mounted enclosures as indicated.
 - 2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
 - 3. Provide clear plastic circuit directory holder mounted on inside of door.

2.04 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
 - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers; ratings, configurations, and features as indicated on the drawings.
 - 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated.
 - 3. Conductor Terminations:
 - a. Provide mechanical lugs unless otherwise indicated.
 - b. Provide compression lugs where indicated.
 - c. Lug Material: Suitable for terminating copper conductors.
 - 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
 - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
 - 6. Do not use tandem circuit breakers.
 - 7. Do not use handle ties in lieu of multi-pole circuit breakers.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install panelboards securely, in a neat and workmanlike manner in accordance.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 0529.
- E. Install panelboards plumb.
- F. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 0526.
 - 1. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on isolated/insulated ground bus.
- H. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.

SECTION 26 2416 PANELBOARDS

- I. Provide filler plates to cover unused spaces in panelboards.
- J. Identify panelboards in accordance with Section 26 0553.
- K. Provide typed circuit directory for each branch circuit panelboard. Hand written directories are not acceptable.
- L. Ground and bond panelboard enclosure according to Section 26 0526.

3.03 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.
- C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.04 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 2726 WIRING DEVICES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
 - 2. Notify Engineer of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Hubbell, Pass and Seymour/Legrand, or Leviton.
- B. Source Limitations: Where possible, for each type of wiring device furnish products produced by a single manufacturer and obtained from a single supplier.

2.02 ALL WIRING DEVICES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Finishes:
 - 1. All Wiring Devices: Gray with cast aluminum plate unless otherwise indicated.

2.03 WALL SWITCHES

- A. All Wall Switches: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.

SECTION 26 2726 WIRING DEVICES

1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- B. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.04 RECEPTACLES

- A. All Receptacles: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 2. NEMA configurations specified are according to NEMA WD 6.
- B. Convenience Receptacles:
 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
 2. Weather Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, , listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.
- C. GFI Receptacles:
 1. All GFI Receptacles: Provide with feed-through protection, light to indicate ground fault tripped condition and loss of protection, and list as complying with UL 943, class A.
 - a. Provide test and reset buttons of same color as device.
 2. Weather Resistant GFI Receptacles (for all GFI receptacles): Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.

2.05 WALL PLATES

- A. Cast Aluminum or Stainless Steel: Rounded corners and edges, with corrosion resistant screws.
- B. Weatherproof Covers for Damp and Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected.
- C. Identify wiring devices in accordance with Section 26 0553.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean dirt, debris, and other foreign materials from outlet boxes.

SECTION 26 2726 WIRING DEVICES

3.03 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Install wiring devices in accordance with manufacturer's instructions.
- C. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- D. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- E. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- F. Provide GFI receptacles with integral GFI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- G. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- H. Provide single coverplate for multi-gang boxes for switches shown grouped on the drawings.
- I. With a permanent marker label the back side of device coverplates with panel & circuit number.
- J. Install wall switches with OFF position down.
- K. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- L. Connect wiring device grounding terminal to outlet box with bonding jumper.
- M. Install receptacles so ground pole is on the bottom.

3.04 FIELD QUALITY CONTROL

- A. Inspect each wiring device for damage and defects.
- B. Test each receptacle to verify operation and proper polarity.
- C. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

END OF SECTION

Houser Street Lift Station Upgrade Project
City of Muscatine
Muscatine, Iowa

SECTION 26 2726 WIRING DEVICES

SECTION 26 2817 ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enclosed circuit breakers.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.
 - 1. Include characteristic trip curves for each type and rating of circuit breaker upon request.
- B. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory and acceptable to authorities having jurisdiction.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Same as panelboards.

2.02 ENCLOSED CIRCUIT BREAKERS

- A. Units consisting of molded case circuit breakers individually mounted in enclosures.
- B. Short Circuit Current Rating:
 - 1. Provide enclosed circuit breakers with listed short circuit current rating not less than the available fault current at the installed location indicated on the drawings.
- C. Enclosed Circuit Breakers Used for Service Entrance: Listed and labeled as suitable for use as service equipment.
- D. Conductor Terminations: Suitable for use with the conductors to be installed.
- E. Provide electronic type or thermal magnetic circuit breakers as indicated on the drawings.
- F. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.
- G. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
- H. Enclosures:
 - 1. Unless otherwise indicated, as specified for the following installation locations:

SECTION 26 2817 ENCLOSED CIRCUIT BREAKERS

- a. Outdoor Locations: Type 3R
 - 2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.
 - 3. Provide surface-mounted enclosures unless otherwise indicated.
 - I. Provide externally operable handle with means for locking in the OFF position.
- 2.03 MOLDED CASE CIRCUIT BREAKERS**
- A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers; ratings, configurations, and features as indicated on the drawings.
 - B. Interrupting Capacity:
 - 1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated.
 - C. Conductor Terminations:
 - 1. Provide mechanical lugs unless otherwise indicated.
 - 2. Provide compression lugs where indicated.
 - 3. Lug Material: Suitable for terminating copper conductors.
 - D. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, trip units.
 - 1. Provide the following field-adjustable trip response settings:
 - a. Long time pickup, adjustable by replacing interchangeable trip unit or by setting dial.
 - b. Long time delay.
 - c. Instantaneous pickup.
 - E. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install enclosed circuit breakers where indicated, in accordance with manufacturer's instructions.
- B. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- C. Provide required supports in accordance with Section 26 0529.
- D. Install enclosed circuit breakers plumb.
- E. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- F. Provide grounding and bonding in accordance with Section 26 0526.

3.02 CLEANING

- A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 2923 VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Variable frequency controllers.
- B. Overload relays.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within dedicated equipment spaces and working clearances required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with dimensions and clearance requirements of actual equipment to be installed.
 - 3. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.03 SUBMITTALS

- A. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
 - 1. Authorized service facilities located within 200 miles of project site.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Variable Frequency Motor Controllers - Other Acceptable Manufacturers:
 - 1. Yaskawa (to match Owner's VFD's in other facilities)

2.02 VARIABLE-FREQUENCY MOTOR CONTROLLERS

- A. Provide variable-frequency motor control system consisting of required controller assemblies, operator interfaces, control power transformers, instrumentation and control wiring, sensors, accessories, system programming, etc. as necessary for complete operating system.
- B. Operating Requirements:
 - 1. Input Voltage Tolerance: Plus/minus 10 percent of nominal.

SECTION 26 2923 VARIABLE-FREQUENCY MOTOR CONTROLLERS

2. Input Frequency Tolerance: Plus/minus 5 percent of nominal.
3. Efficiency: Minimum of 96 percent at full speed and load.
4. Input Displacement Power Factor: Minimum of 0.96 throughout speed and load range.
5. Overload Rating:
 - a. Variable Torque Loads: Minimum of 110 percent of nominal for 60 seconds.
 - b. Constant Torque Loads: Minimum of 150 percent of nominal for 60 seconds.
- C. Power Conversion System: Microprocessor-based, pulse width modulation type consisting of rectifier/converter, DC bus/link, and inverter.
 1. Rectifier/Converter: Diode-based, 6-pulse type unless otherwise indicated.
- D. Control System:
 1. Provide microprocessor-based control system for automatic control, monitoring, and protection of motors. Include sensors, wiring, and connections necessary for functions and status/alarm indications specified.
 2. Provide integral operator interface for controller programming, display of status/alarm indications, fault reset, and local control functions including motor run/stop, motor forward/reverse selection, motor speed increase/decrease, and local/remote control selection.
 3. Control Functions:
 - a. Control Method: Selectable vector and scalar/volts per hertz unless otherwise indicated.
 - 1) Scalar/Volts per Hertz Control: Provide IR compensation for improved low-speed torque.
 - 2) Vector Control: Provide selectable autotuning function.
 - b. Adjustable acceleration and deceleration time; linear and S-curve ramps; selectable coast to stop.
 - c. Selectable braking control; DC injection or flux braking.
 - 1) Dynamic Braking: Provide braking chopper circuit and appropriately sized braking resistor where indicated.
 - d. Adjustable minimum/maximum speed limits.
 - e. Adjustable pulse width modulation switching carrier frequency.
 - f. Adjustable motor slip compensation.
 - g. Selectable autorestart after noncritical fault; programmable number of time delay between restart attempts.
 - h. Automatic response to loss of speed reference; Selectable to run motor at last known speed, run motor at designated speed, or stop motor.
 - i. PID Control: Provide integral PID controller employing feedback for closed-loop control where indicated or required.
 - j. Selectable frequency-skipping; minimum of three independently adjustable bands.
 - k. Automatic catching of rotating motor.
 - l. Energy-saving algorithms.
 - m. Safety Interlock: Provide permissive run safety interlock capability where indicated or required; upon activation of designated input, stop and prevent operation of motor; operational in both drive and bypass modes where applicable.
 - n. Adjustable speed using a knob or keypad.
 4. Status Indications:
 - a. Motor run/stop status, Motor forward/reverse status, Local/remote control status, Output voltage Output current, Output frequency, DC bus voltage, Motor speed, Speed reference, Instantaneous power, Energy, Elapsed run time, Controller temperature, Discrete input/output status, Analog input/output values.
 5. Protective Functions/Alarm Indications:

SECTION 26 2923 VARIABLE-FREQUENCY MOTOR CONTROLLERS

- a. Overcurrent, Motor overload, Undervoltage, Overvoltage, Controller overtemperature, Input/output phase loss, Output short circuit protection, Output ground fault protection.
6. Inputs:
 - a. Digital Input(s): Three.
 - b. Analog Input(s): Two.
7. Outputs:
 - a. Analog Output(s): One.
 - b. Relay Output(s): Two.
8. SCADA: Compatible with connected systems. Provide accessories necessary for proper interface with existing SCADA system (coordinate with city controls supplier).
 - a. Serial Communications: RS-485; support for Modbus RTU protocol.
 - b. Ethernet Communications: Support for Modbus TCP protocol.
 - c. Remote Monitoring Capabilities:
 - 1) Motor run/stop status, Hand-off-auto status, Fault information, Discrete input/output status, Analog input/output values.
 - d. Remote Control Capabilities:
 - 1) Motor run/stop, Hand-off-auto selection, Speed adjustment, Fault reset.
9. Features:
 - a. Password-protected security access, Event log, Remote monitoring and programming capability via web browser.
- I. Power Conditioning/Filtering:
 1. Provide DC link choke or input/line reactor for each controller.
 2. Provide LCL filter for controllers with IGBT-based active front end rectifier/converter.
 3. Provide input surge protection.
 4. Provide where indicated:
 - a. Input/line reactor, Input tuned passive filter, Output/load reactor, Output dV/dt filter, Output sine wave filter.
 5. Reactor Impedance: 3 percent, unless otherwise indicated or required.
- J. Service Conditions:
 1. Provide controllers and associated components suitable for operation under following service conditions without derating:
 - a. Altitude: Less than 3,300 feet.
 - b. Ambient Temperature: Between 32 degrees F and 104 degrees F.
 2. Provide controllers and associated components suitable for operation at indicated ratings under service conditions at installed location.
- K. Short Circuit Current Rating:
 1. Provide controllers with listed short circuit current rating not less than available fault current at installed location as indicated on drawings.
- L. Conductor Terminations: Suitable for use with conductors to be installed.
- M. Enclosures:
 1. Comply with NEMA ICS 6.
 2. NEMA 250 Environment Type or Equivalent IEC 60529 Rating: Unless otherwise indicated, as specified for following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1 or Type 12.
 3. Finish: Manufacturer's standard unless otherwise indicated.
 4. Cooling: Forced air or natural convection as determined by manufacturer.
- N. Instrument Transformers:
 1. Select suitable ratio, burden, and accuracy as required for connected devices.

SECTION 26 2923 VARIABLE-FREQUENCY MOTOR CONTROLLERS

2. Current Transformers: Connect secondaries to shorting terminal blocks.
3. Potential Transformers: Include primary and secondary fuses with disconnecting means.

2.03 OVERCURRENT PROTECTIVE DEVICES

- A. Overload Relays:
 1. Provide overload relays and, where applicable, associated current elements/heaters selected for actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
 2. Resettable.
 - a. Employ manual reset unless otherwise indicated.
 - b. Employ automatic reset or remote reset where indicated.
 - c. Do not employ automatic reset with two-wire control.
 3. Solid State Overload Relays:
 - a. Selectable inverse-time trip class rating; available ratings of Class 10, 20, and 30, minimum.
 - b. Provide: Adjustable full load current, Phase loss protection, Phase imbalance protection, Ground fault protection, Ambient temperature insensitive, Thermal memory, Repeat Trip Accuracy, Trip test function, isolated alarm contact.

2.04 ACCESSORIES

- A. Auxiliary Contacts:
 1. Comply with NEMA ICS 5.
 2. Provide number and type of contacts indicated or required to perform necessary functions, including holding (seal-in) circuit and interlocking, plus one normally open (NO) and one normally closed (NC) spare contact for each bypass motor starter, minimum.
- B. Pilot Devices:
 1. Comply with NEMA ICS 5; heavy-duty type.
 2. Nominal Size: 30 mm.
 3. Pushbuttons: Unless otherwise indicated, provide momentary, nonilluminated type with flush button operator; normally open or normally closed as indicated or as required.
 4. Selector Switches: Unless otherwise indicated, provide maintained, nonilluminated type with knob operator; number of switch positions as indicated or as required.
 5. Indicating Lights: Push-to-test type unless otherwise indicated.
 6. Provide LED lamp source for indicating lights and illuminated devices.
- C. Control and Timing Relays:
 1. Comply with NEMA ICS 5.
 2. Provide number and type of relays indicated or required to perform necessary functions.
 3. Timing Relays: Electronic or pneumatic as indicated.
 - a. Adjustable Timing Range: As indicated on drawings.
- D. Control Power Transformers:
 1. Size to accommodate burden of contactor coil(s) and connected auxiliary devices.
 2. Include primary and secondary fuses.
- E. Control Terminal Blocks: Include 25 percent spare terminals.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that ratings of controllers are consistent with indicated requirements.

SECTION 26 2923 VARIABLE-FREQUENCY MOTOR CONTROLLERS

- C. Verify that surface is suitable for controller installation.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install controllers in accordance with NECA 1 (general workmanship).
- C. Install in accordance with NEMA ICS 7.1 and manufacturer's instructions.
- D. Do not exceed recommended maximum cable length between controller and motor.
- E. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- F. Provide required support and attachment in accordance with Section 26 0529.
- G. Install controllers plumb and level.
- H. Provide grounding and bonding in accordance with Section 26 0526.
- I. Tighten accessible connections and mechanical fasteners after placing controller.
- J. Identify variable frequency controllers in accordance with Section 26 0553.

3.03 FIELD QUALITY CONTROL

- A. Provide services of manufacturer's authorized representative to observe installation and assist in inspection and testing. Include manufacturer's reports with submittals.
- B. Test for proper interface with other systems.
- C. Correct deficiencies and replace damaged or defective controllers or associated components.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Make final adjustments to installed controller to assure proper operation of load system. Obtain performance requirements from installer of driven loads.

3.05 CLEANING

- A. Clean dirt and debris from controller enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

3.06 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of controllers to Owner, and correct deficiencies or make adjustments as directed.
- B. Training: Train Owner's personnel on operation, adjustment, and maintenance of controllers and associated devices.
 - 1. Use operation and maintenance manual as training reference.
 - 2. Provide minimum of two hours of training at the project site.
 - 3. Instructor: Manufacturer's authorized representative.

3.07 PROTECTION

- A. Protect installed controllers from subsequent construction operations.

END OF SECTION

SECTION 26 2923 VARIABLE-FREQUENCY MOTOR CONTROLLERS

SECTION 26 3600 TRANSFER SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transfer switches for low-voltage (600 V and less) applications and associated accessories:
 - 1. Manual transfer switches / generator docking stations.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate compatibility of transfer switches to be installed with work provided under other sections or by others.
 - 2. Coordinate arrangement of equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate the work with placement of supports, anchors, etc. required for mounting.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product, including ratings, configurations, dimensions, finishes, weights, service condition requirements, and installed features.
- B. Shop Drawings: Include dimensioned plan views and sections indicating locations of system components, required clearances, and field connection locations. Include system interconnection schematic diagrams showing all factory and field connections.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of product.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Products: Listed, classified, and labeled by Underwriters Laboratories Inc. (UL) or testing firm acceptable to authorities having jurisdiction as suitable for the purpose indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store transfer switches in accordance with manufacturer's instructions.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's instructions to avoid damage to transfer switch components, enclosure, and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manual Transfer Switches / Generator Docking Stations:
 - 1. Trystar
 - 2. Other manufacturers pre-approved by addendum prior to bidding

2.02 TRANSFER SWITCHES

- A. Provide complete power transfer system consisting of all required equipment, conduit, boxes, wiring, supports, accessories, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.

SECTION 26 3600 TRANSFER SWITCHES

- C. Manual Transfer Switches / Generator Docking Stations:
 - 1. Enclosure: NEMA 3R rain-tight aluminum. Pad-lockable front door shall include a hinged access plate at the bottom for entry of temporary cabling that prevents unauthorized tampering while in use. NEMA 3R Integrity shall be maintained while temporary cabling is connected during use. Front and Side shall be accessible for maintenance. Top, Side, and Bottom shall be accessible for permanent cabling.
 - 2. Busbars shall be silver-plated copper. Equipment ground bus shall be 50% size of phase size and bonded to the enclosure. Neutral bus shall be 100% size of phase size.
 - 3. Temporary generator connectors shall be Camlok style mounted on gland plate. Camlok shall be 16 Series model and color coded according to system voltage requirements. Camlok connections shall be Bus Bar Style. Camlok connection shall be protected against accidental contact while not in use.
 - 4. Permanent Connection shall be factory installed broad range set-screw mechanical type, located behind a physical barrier.
 - 5. Docking Station shall have integrated Rotary Transfer Switch (MTS). MTS shall have three positions – Utility/Permanent Line – OFF – Temporary Line. MTS shall be located behind pad lockable door to prevent any tampering by unauthorized personnel.
 - 6. Short circuit rating shall be 65,000AIC.
 - 7. See the schedule on the drawings for more information.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings and configurations of transfer switches are consistent with the indicated requirements.
- C. Verify that rough-ins for field connections are in the proper locations.

3.02 INSTALLATION

- A. Perform work in a neat and workmanlike manner.
- B. Install transfer switches in accordance with manufacturer's instructions.
- C. Arrange equipment to provide minimum clearances and required maintenance access.
- D. Provide required support and attachment.
- E. Install transfer switches plumb and level.
- F. Provide grounding and bonding in accordance with Section 26 0526.

3.03 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.04 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of transfer switches to Owner, and correct deficiencies or make adjustments as directed.
- B. Training: Train Owner's personnel on operation and maintenance of transfer switches.

END OF SECTION

SECTION 26 5100 INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaires.
- B. Drivers.

1.02 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, and installed accessories; include model number nomenclature clearly marked with all proposed features.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.03 DELIVERY, STORAGE, AND PROTECTION

- A. Receive, handle, and store products according to manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.04 WARRANTY

- A. Provide five year manufacturer warranty for all luminaires, including drivers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. See lighting fixture schedule.

2.02 LUMINAIRES

- A. Unless otherwise indicated, provide complete luminaires including drivers, reflectors, lenses, housings and other components required to distribute the light.
- B. LED Luminaires:
 - 1. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance.
 - 2. Provide 0-10 volt driver with dimming to 10%.
 - 3. LED light engine shall be solid state for high efficiency LED array.
 - 4. Input voltage shall be universal.
 - 5. Light engine and driver shall dissipate heat passively.

2.03 DRIVERS

- A. Dimmable LED Drivers:
 - 1. Dimming Range: Continuous dimming from 100 percent to 10 percent relative light output unless dimming capability to lower level is indicated, without flicker.
 - 2. Input Voltage: Universal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products according to manufacturer's instructions.
- B. Install luminaires securely, in a neat and workmanlike manner.
- C. Install luminaires plumb and square.
- D. Install accessories furnished with each luminaire.

SECTION 26 5100 INTERIOR LIGHTING

- E. Make wiring connections to branch circuit using wire with insulation suitable for temperature conditions within fixture; use flexible conduit.
- F. Bond products and metal accessories to branch circuit equipment grounding conductor.

3.02 CLEANING

- A. Clean surfaces to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

END OF SECTION

33 3216 SANITARY LIFT STATION EQUIPMENT

PART 1 GENERAL

1.1 OVERVIEW

Section includes materials and equipment for a duplex sewage lift station. The system includes submersible pumps, pipe, valves, and accessories.

1.2 SUBMITTALS:

- A. Provide submittal including lift station components specified herein.
- B. Standard submittal data for the dry pit submersible pumps must consist of:
 - 1. Pump Performance Curves.
 - 2. Pump Outline Drawing.
 - 3. Station Drawing for Accessories.
 - 4. Electrical Motor Data.
 - 5. Typical Installation Guides.
 - 6. Technical Manuals and Parts List.
 - 7. Printed Warranty.
 - 8. Management system certificate ISO 9001.
 - 9. Manufacturer's Equipment Storage Recommendations.
 - 10. Manufacturer's Standard Recommended Start-Up Report Form.
- C. Provide Operation and Maintenance Manual that includes:
 - 1. Minimum 2 hard copies and 1 PDF electronic copy.
 - 2. Hard copies: 8.5x11, 3-ring binder.
 - 3. Cover identifying equipment supplier, contact information, and project title.
 - 4. Table of contents.
 - 5. Integrated operating instructions for complete system specified herein.
 - 6. Complete set of components operating and maintenance manuals, organized with tabs.

1.3 OPERATIONAL REQUIREMENTS AND WARRANTY:

- A. The pumps shall be provided with prorated 60 months (5 years) warranty against defects in materials and or workmanship. Unless otherwise specified, all other equipment shall be warrantied for 12 months (1 year). The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured, latest revision. Upon warranty occurrence, the manufacturer's authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump. A detailed failure analysis shall be submitted to the Owner for their records summarizing corrective action taken.
- B. The manufacturer shall guarantee clog-free operation for a period of 12 months from the date of start-up of the pumps by the local authorized factory representative. A certificate shall be provided to the Owner on the day of start up with the local contact information and effective date. If the impeller clogs with typical solids or modern trash debris normally found in domestic wastewater during this period, an authorized representative shall travel to the jobsite, remove the pump, clear the obstruction and reinstall the pump at no cost for the Owner. A written report shall be provided to the Owner detailing the service call with pictures for verification purposes.

33 3216 SANITARY LIFT STATION EQUIPMENT

PART 2 PRODUCTS

2.1 SUBMERSIBLE PUMPS:

- A. Submersible, centrifugal, wastewater pumps.
- B. Quantity: 2.
- C. Operating Conditions:
 - 1. Vertical, dry pit installation.
 - 2. Design point: 500 GPM at 49 ft TDH (36 ft static head).
 - 3. Shutoff head: 85 ft minimum.
 - 4. Submersible electric motor: 460-volt, 3-phase, 60 hertz, 1765 rpm.
 - 5. Motor nameplate horsepower: 12 hp.
- D. Electrical Power Cord:
 - 1. 50' multiconductor power cord.
 - 2. SOOW or SOW-A type cord, sized according to NEC standards.
 - 3. Compression type-sealing gland used for cord entering junction chamber.
 - 4. Individual conductor sealed against wicking.
 - 5. Entire junction chamber sealed from motor housing.
 - 6. Moisture detection probes to activate alert signal.
- E. Manufacturer: Flygt N3153-465HT.
- F. The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shut-off through run-out.
- G. Materials:
 - 1. Major pump components: grey cast iron, ASTM A-48, Class 30 or 35B, with smooth surfaces devoid of blow holes or other irregularities.
 - 2. Impeller and Insert ring: Hardened Iron, ASTM A-532 (Alloy III A) 25% chrome cast iron.
 - 3. Shaft: ASTM A479 S43100-T
 - 4. Lifting handle: stainless steel.
 - 5. Exposed nuts or bolts: AISI type 304 or 316 stainless steel construction.
- H. Seals:
 - 1. Dual mechanical seal configuration mounted in tandem.
 - 2. Tungsten-carbide rotary and stationary faces with Buna-N elastomer and 316 SS.
 - 3. Moisture detection probes to activate an alert signal.
 - 4. Not considered equal: common intermediate spring double seals.
- I. Motor:
 - 1. Rated for NEC Class 1, Div1 space.
 - 2. Suitable for VFD starting.

33 3216 SANITARY LIFT STATION EQUIPMENT

3. NEMA B Design; Class H insulated, allowing up to 30 starts per hour.
 4. Sealed junction box chamber as protection on top side of motor.
 5. Winding thermal sensors: set to not exceed 257°F (125°C).
- J. Cooling System:
1. Stainless steel motor cooling jacket encircling the stator housing.
 2. Shaft driven impeller that circulates cooling liquid.
 3. Fill port, drain port.
 4. Provide continuous pump operation in ambient temperatures up to 104°F.
 5. External fans, blowers, or auxiliary cooling systems not allowed.
- K. Painting:
1. Exterior castings: baked on epoxy powder coated class 30 cast iron.
- L. Bearing and shaft:
1. Upper and lower ball bearings: high carbon chromium steel, withstanding thrust and radial loads, permanently grease lubricated and have a nominal L10 lifetime of 50,000 hours.
 2. Motor shaft: 416 or 420 Stainless steel, minimum diameter 1.25".
 3. Pump and motor shaft shall be the same unit. The pump shaft is an extension of the motor shaft. Couplings shall not be acceptable.
- M. Impeller:
1. Fully balanced, keyed and bolted to motor shaft.
- N. Accessories:
1. "T" installation with suction and discharge flanges.
 2. Cast iron support stand for "T" style dry well installation.
 3. Pump protection modules: Provide Flygt MiniCAS unit with VFD filter for each pump for installation in control panel.
- O. Testing: Provide factory hydrostatic and operating test certificates.

2.2 PIPE HANGERS, INSERTS, AND SUPPORTS

- A. Pipe hangers, inserts, and supports shall conform to MSS SP-58.

2.3 PIPING & VALVES

- B. Pipe and fittings:
1. Exposed (in dry well and exterior): Ductile iron, flanged, Protecto-401 liner, shop coated, AWWA C115, standard wall thickness for pressure rating of 350 psi.
 2. Buried: Ductile iron, mechanical joint.
- C. Check valve:
1. Flanged, Ductile iron body, NBR rubber flapper, swing check valve, full-flow rated, epoxy-coated.

33 3216 SANITARY LIFT STATION EQUIPMENT

2. Accessories: Visual disc position indicator, spring assist closure, stainless steel hardware.
3. Dezurik APCO CRF100SA, or equivalent.
- D. Plug valve:
 1. Flanged, ductile iron body, full-port, resilient plug, metal seat, epoxy-coated inside and out.
 2. NBR plug facing and packing.
 3. Actuators:
 - i. Valve centerline within 5ft of floor: Manual, hand-wheel.
 - ii. Valve centerline over 5ft of floor: Manual, chain-wheel with stainless steel chain.
 4. Dezurik PEF, or equivalent.
- E. Bypass Pump Connection:
 1. Restrained plug or blind flange on bypass connection elbow.

2.4 ACCESSORIES

- A. Jib crane:
 1. Provide and install structural steel wall-mounted jib crane to move pumps or other equipment to location below the floor hatch.
 2. Capacity: 1-ton.
 3. Span: 8 feet.
 4. Minimum horizontal arc: 180-degrees.
 5. Include hinged wall cantilever fittings, hoist stops, thrust washers, bronze bushings, grease fittings, factory painted safety yellow.
 6. Manufacturer: LK Goodkin Co., or equivalent.
- B. Manual Hoist:
 1. Provide and install low headroom manual hoist suitable for mounting on jib crane.
 2. Capacity: 1-ton.
 3. Lift: 10ft.
 4. Max.pull load: 72 lbs.

PART 3 EXECUTION

3.1 VERIFICATION, TESTING, COMMISSIONING, AND TRAINING:

- A. Pressure testing of pipe, valves, fittings, and pump connections: System shall be demonstrated to hold 50 psi for 2 hours between the pump suction valves and the final discharge valve.
- B. Provide services of experienced start-up and commissioning agent to verify installation is according to control system manufacturers intent, test control system components, and start-up equipment.
- C. Provide half-day training for Owner personnel on operation and maintenance of control system.
 1. Demonstrate operation and maintenance of each component.

33 3216 SANITARY LIFT STATION EQUIPMENT

2. Use Operation and Maintenance Manual as basis of training.

3.2 SUPPORTS

- A. Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load.
- B. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain.
- C. Installation of pipe hangers, inserts and supports shall conform to MSS SP-58 except as modified herein.
 1. Types 5, 12, and 26 shall not be used.
 2. Horizontal pipe supports shall be spaced as specified in MSS SP-58 and a support shall be installed not over 1 foot from the pipe fitting joint at each change in direction of the piping. Pipe supports shall be spaced not over 5 feet apart at valves. Horizontal pipe runs shall include allowances for expansion and contraction.
 3. Support locations and types shown in plans are conceptual, alternative arrangements shall be approved by Engineer. Open area between pumps and for operation of the jib crane shall not be obstructed by pipe supports.
- D. Structural Attachments
 1. Attachment to building structure concrete and masonry shall be by cast-in concrete inserts, built-in anchors, or masonry anchor devices. Inserts and anchors shall be applied with a safety factor not less than 5. Supports shall not be attached to metal decking. Supports shall not be attached to the underside of concrete filled floor or concrete roof decks unless approved by Engineer. Masonry anchors for overhead applications shall be constructed of ferrous materials only.

3.3 EQUIPMENT GROUTING

- A. Install pump and base elbows on shims and grout pads according to manufacturers' recommendations. Grout shall be non-shrink grout meeting ASTM C1107.

END OF SECTION

40 6196 CONTROL SYSTEM DESCRIPTION

PART 1 GENERAL

1.1 OVERVIEW

Section includes modifications to control system for a duplex sewage lift station. The design intent is to reuse existing PLC control panel, level sensor, pump switches, hour meters, radio telemetry.

Contractor shall integrate new flow meter (specified herein), new variable frequency drives (specified in Section 26 2923), HVAC airflow sensor, new pump failure miniCAS relays, and make modifications to City of Muscatine's SCADA control screens at the Water and Resource Recovery Facility at 1202 Musser Street.

City of Muscatine SCADA integration contractor is Primex of Plymouth, MN. Contractor shall contract with Primex to complete this section of the specification. Primex contact is Shaun Girard, Shaun.Girard@sjeinc.com, (763) 567-1027.

1.2 SEQUENCE OF OPERATION:

A. Pump Controls:

1. Pumps shall run with lead/lag alternation based on level signals from level transducer.
2. VFDs are for motor starting and not for maintaining a set level or flowrate. After ramp up, VFD shall run pumps at full speed.
3. Lead pump shall turn on when Lead On level is reached.
4. If wet well level continues to rise and reaches Lag On level, lag pump shall run.
5. If wet well level continues to rise and reaches High Water level, alarm shall be initiated.
6. When wet well level decreases and reaches Pump Off level, pumps shall turn off and lead/lag positions shall be alternated.
7. If wet well level continues to rise and reaches the high alarm float switch, pump control shall switch to the float bypass system.
8. Pump shut-down if miniCAS relay indicates pump alarm.

B. Flow meter:

1. Provide instantaneous flow rate measurement and totalized flow volume for display at flow transmitter and relayed to SCADA.

C. Air flow sensor:

1. Dry contact alarm from the HVAC system that will be energized for an alarm condition when there is no air flow sensed in the system. This is an NFPA requirement. The airflow sensor is specified on HVAC drawing.

D. SCADA modifications:

1. Make modifications to SCADA system to allow remote monitoring and display for VFD monitoring, pump failure alarms, flow meter, airflow sensor alarm. Remote control of lift station is not required.

1.3 SUBMITTALS:

- A. Provide submittal including control system component data sheets and panel layout and wiring drawings.
- B. Provide Operation and Maintenance Manual that includes:
 1. Minimum 2 hard copies and 1 PDF electronic copy.

40 6196 CONTROL SYSTEM DESCRIPTION

2. Hard copies: 8.5x11, 3-ring binder.
3. Cover identifying equipment supplier, contact information, and project title.
4. Table of contents.
5. Integrated operating instructions for complete system specified herein.
6. Complete set of component operating and maintenance manuals, organized with tabs.
7. Panel layout and wiring diagrams.

1.4 ITEMS SPECIFIED ELSEWHERE:

- A. Submersible sewage pumps
- B. Variable frequency drives
- C. Conduits and wiring

PART 2 PRODUCTS

2.1 COMPONENTS:

- A. Flow meter:
 1. Flanged mag meter with polyurethane liner.
 2. Accessories: Grounding rings; power supply.
 3. Flow meter located in dry well rated for Class 1, Div. 1, IP-68 rated and potted by manufacturer.
 4. Remote transmitter located at normal height above main floor level.
 5. Outputs to SCADA system.
 6. Provide Unistrut support for conduit in dry well to span from flow meter to wall.
 7. Rosemount 8705 flow sensor with Rosemount 8715 remote transmitter.

PART 3 EXECUTION

3.1 VERIFICATION, TESTING, COMMISSIONING, AND TRAINING:

- A. Provide services of experienced start-up and commissioning agent to verify installation is according to control system manufacturers intent, test control system components, and start-up equipment.
- B. Provide half-day training for Owner personnel on operation and maintenance of control system.
 1. Demonstrate operation and maintenance of each component.
 2. Use Operation and Maintenance Manual as basis of training.

END OF SECTION

LEGEND

W	PROPOSED WATER MAIN
W _x	EXISTING WATER MAIN
G _x	NATURAL GAS
FO _x	EXISTING FIBER OPTIC
OE	OVERHEAD ELECTRIC
ES _x	BURIED ELECTRIC
- - -	PROPERTY LINE
SS _x	EXISTING SANITARY SEWER
SS	SANITARY SEWER
SD _x	EXISTING STORM SEWER
SD	STORM SEWER
- - -	PERIMETER EROSION BARRIER
WV	VALVE
HYDRANT	HYDRANT
CURB STOP AND BOX	CURB STOP AND BOX
REDUCER	REDUCER
SANITARY MANHOLE	SANITARY MANHOLE
STORM MANHOLE	STORM MANHOLE
AREA LIGHT	AREA LIGHT
STREET LIGHT	STREET LIGHT
UTILITY POLE	UTILITY POLE
CONTROL POINTS	CONTROL POINTS
PROPERTY CORNER	PROPERTY CORNER
TREE	TREE

ABBREVIATIONS

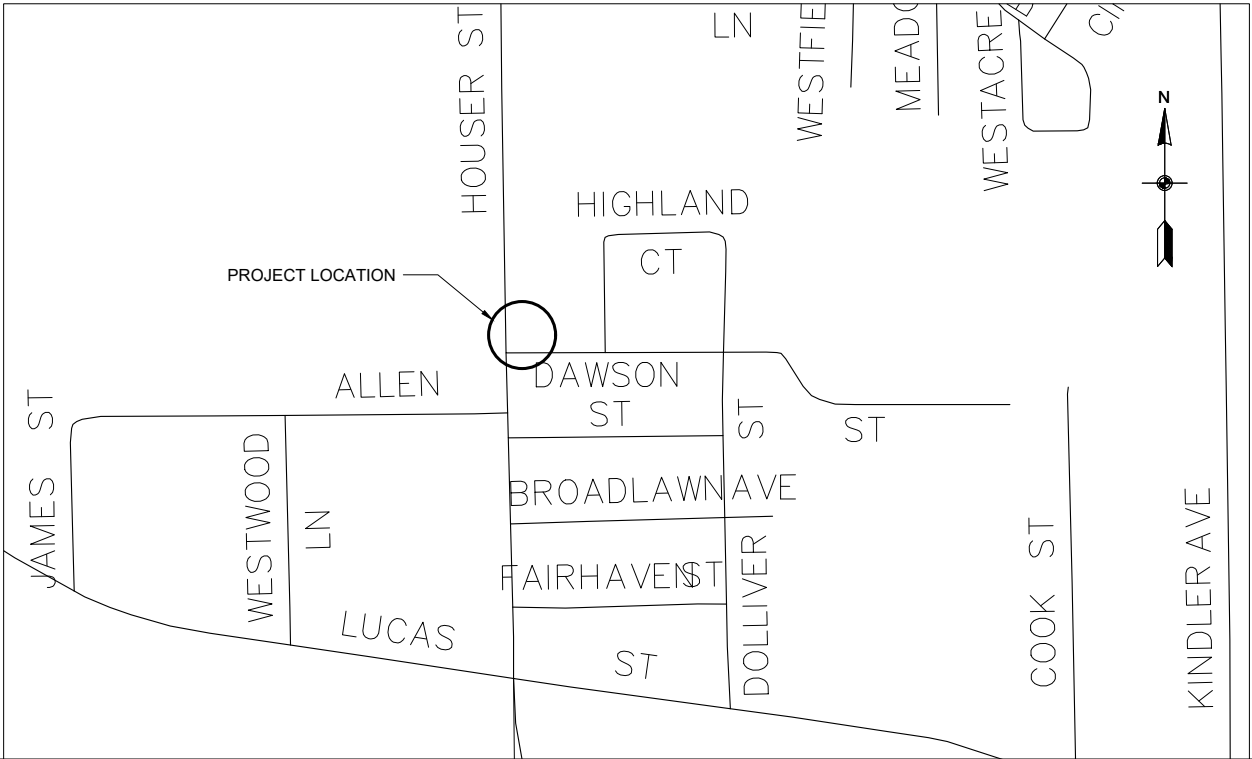
APPROX	APPROXIMATE
AVE	AVENUE
DI	DUCTILE IRON
DR	DRIVE
EXST	EXISTING
INV	INVERT
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
PH	PHASE
S	SOUTH
SAN	SANITARY
ST	STREET
STA	STATION
TYP	TYPICAL

HOUSER STREET LIFT STATION
UPGRADE PROJECT
MUSCATINE, IOWA

DRAWING INDEX

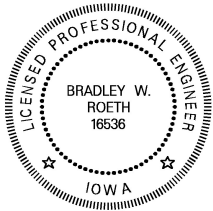
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G1	COVER SHEET	D
C1	SITE PLAN AND BYPASS PUMPING NOTES	D
D1	DEMOLITION PLAN UPPER LEVEL	D
D2	DEMOLITION PLAN LOWER LEVEL	D
M1	PLAN VIEW UPPER LEVEL	D
M2	PLAN VIEW LOWER LEVEL	D
M3	SECTIONS- LOWER LEVEL NORTH AND SOUTH	D
M4	SECTIONS- LOWER LEVEL EAST AND WEST	D
M5	SECTIONS- UPPER LEVEL NORTH, SOUTH, EAST AND WEST	D
M6	SECTIONS AND DETAILS	D
UE.1	ELECTRICAL DEMOLITION PLANS	D
UE.2	LIGHTING PLANS	D
UE.3	POWER PLANS	D
UE.4	ELECTRICAL SITE PLAN	D
UE.5	ELECTRICAL RISER DIAGRAM – DEMOLITION	D
UE.6	ELECTRICAL RISER DIAGRAM – NEW	D
UE.7	ELECTRICAL SYMBOLS AND ABBREVIATIONS	D
UE.8	ELECTRICAL SCHEDULES	D
UE.9	ELECTRICAL SCHEDULES	D
UE.10	ELECTRICAL SCHEDULES	D
H.1	HEAT AND VENTILATION PLANS	D

LOCATION MAP



H- DRAWINGS SEALED BY MICHAEL D. DRAHOS, IOWA P.E. 13067.
SIGNATURE BLOCK ON H.1

UE- DRAWINGS SEALED BY JEFFREY R. REINHART, IOWA P.E. 13499.
SIGNATURE BLOCK ON UE.1



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Bradley W. Roeth* Date: 10/14/2024
Bradley W. Roeth
License Number 16536
My license renewal date is December 31, 2024

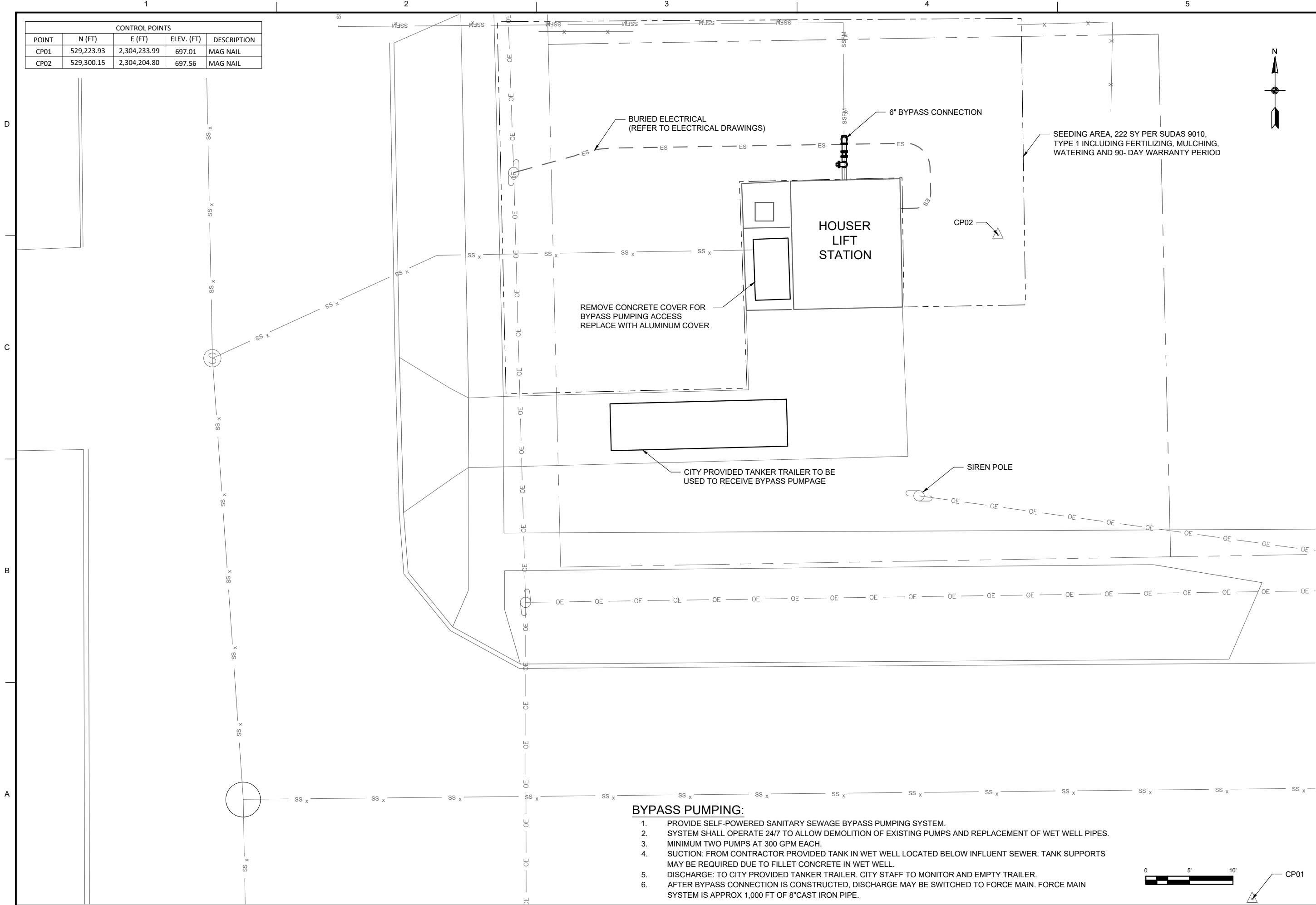
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CITY OF MUSCATINE 215 SYCAMORE ST. MUSCATINE, IOWA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761				

HOUSER STREET LIFT STATION
UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

COVER SHEET

SHEET
IDENTIFICATION
G1



WATERSMITH
ENGINEERING

DESIGNED BY: BWR	DATE:	SOLICITATION NO.:
DRAWN BY: XXX	CWD BY: BWR	CONTRACT NO.:
SUBMITTED BY: BWR	ISSUE DATE: XX-XX-XX	FILE NUMBER:
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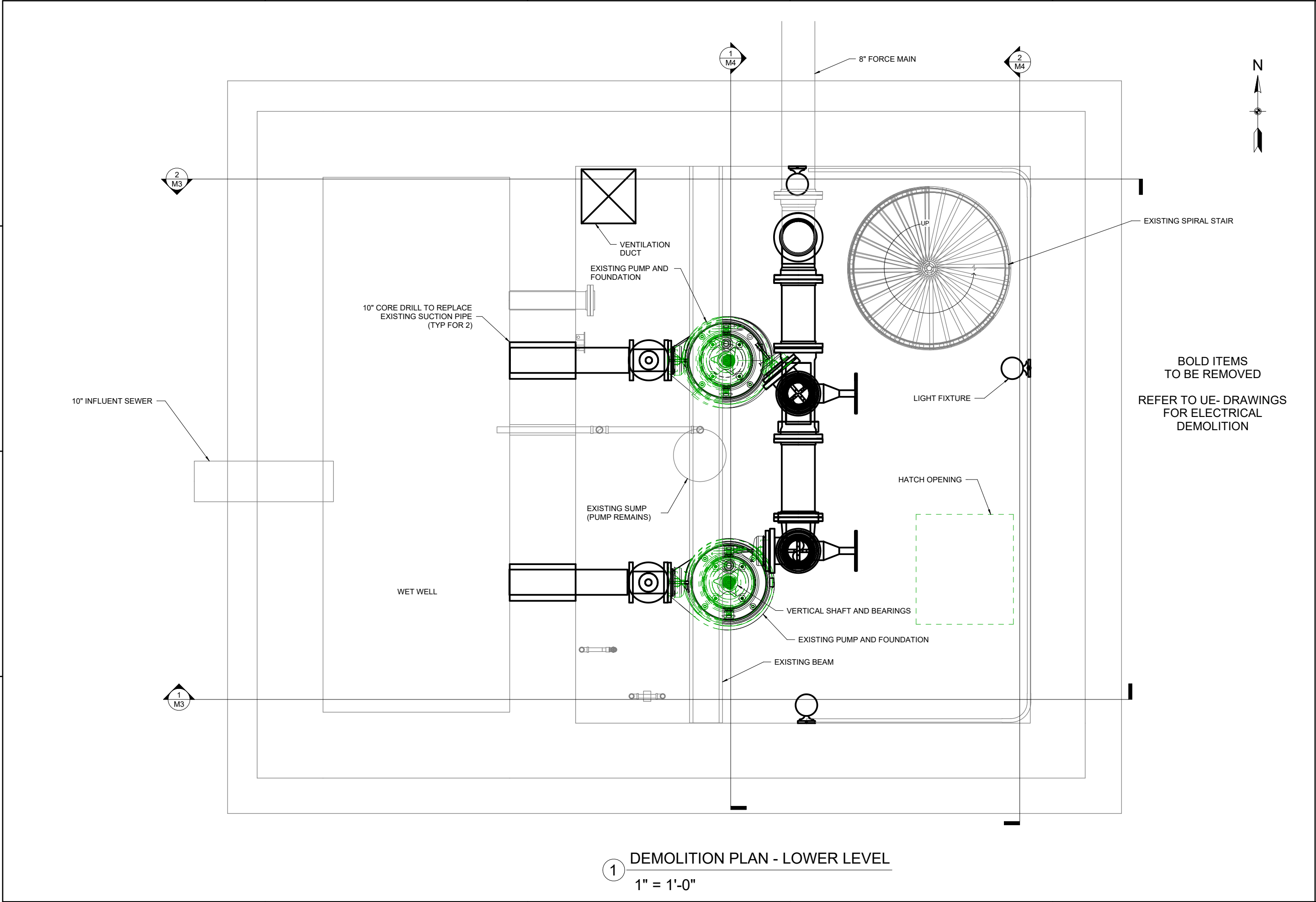
CITY OF MUSCATINE
215 SYCAMORE ST.
MUSCATINE, IOWA 52761

WATERSMITH ENGINEERING
1029 HERSHEY AVE
MUSCATINE, IA 52761

HOUSER STREET LIFT STATION
UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

**SITE PLAN
AND BYPASS PUMPING NOTES**

SHEET
IDENTIFICATION
C1



1 DEMOLITION PLAN - LOWER LEVEL
1" = 1'-0"

WATERSMITH
ENGINEERING

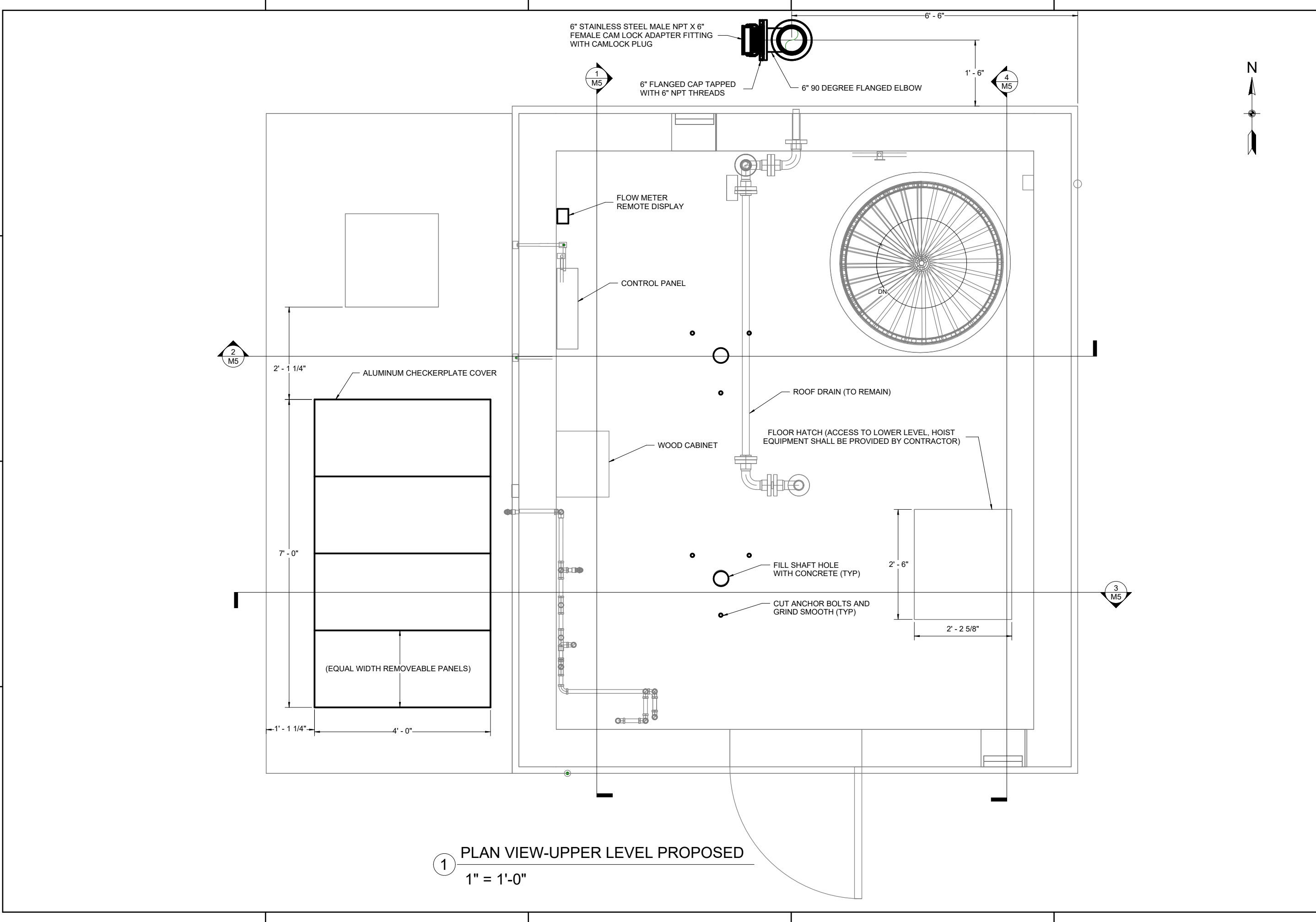
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SIZE: ANSI B		

CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	10/11/24 BWR APPR
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HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

DEMOLITION PLAN
LOWER LEVEL

SHEET IDENTIFICATION
D2



1 PLAN VIEW-UPPER LEVEL PROPOSED
1" = 1'-0"



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DWN BY: BWR		CONTRACT NO.:	130.02
SUBMITTED BY: BWR	ISSUE DATE:	FILE NUMBER:	
PLOT SCALE: ANSI B	SIZE: ANSI B	FILENAME:	

CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761
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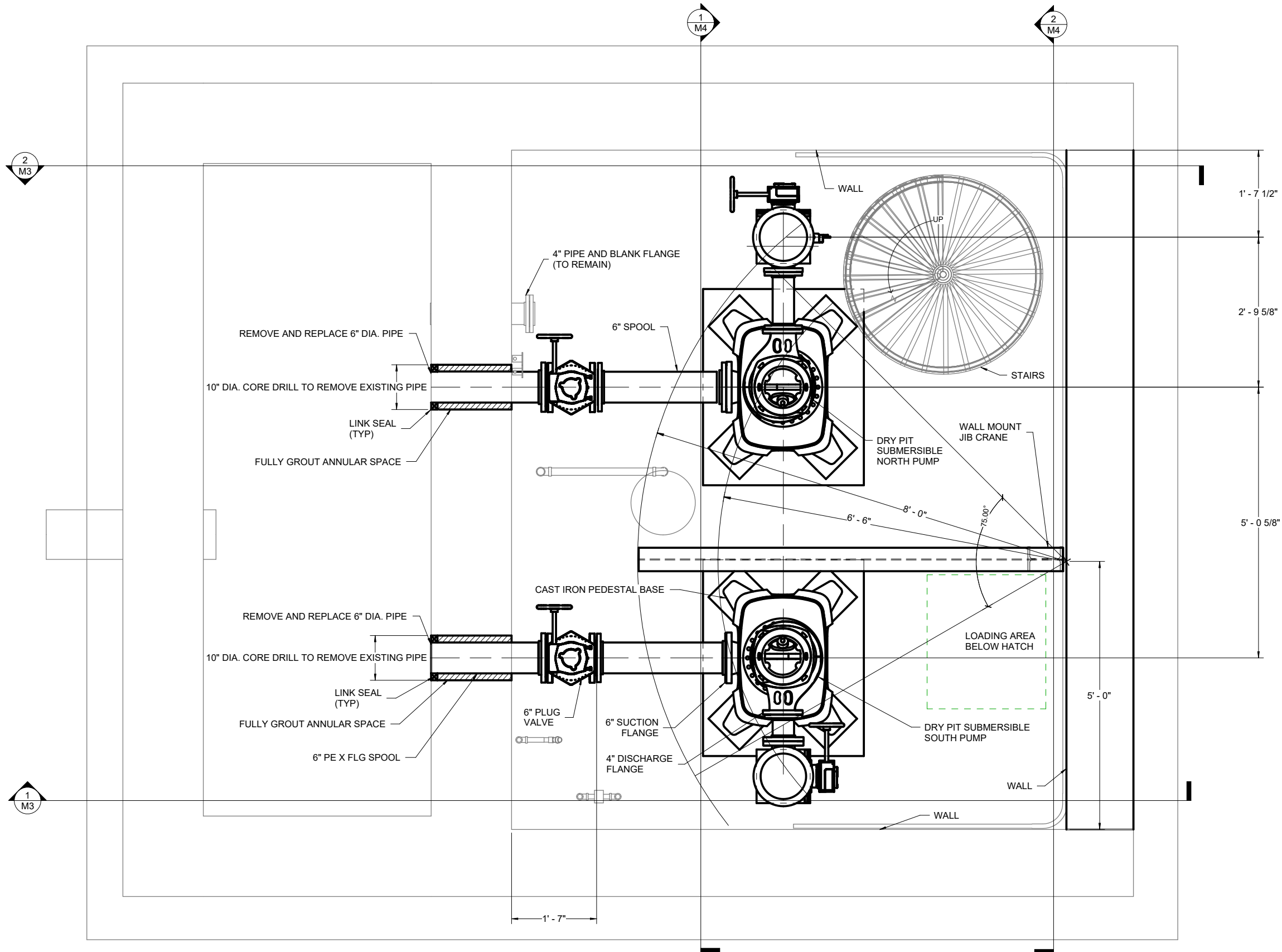
HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

PLAN VIEW
UPPER LEVEL

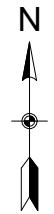
FINAL REVIEW	DATE	DATE
D	10/11/24	BWR
MARK		APPR

SHEET
IDENTIFICATION

M1



1 PLAN VIEW- LOWER LEVEL PROPOSED
1" = 1'-0"



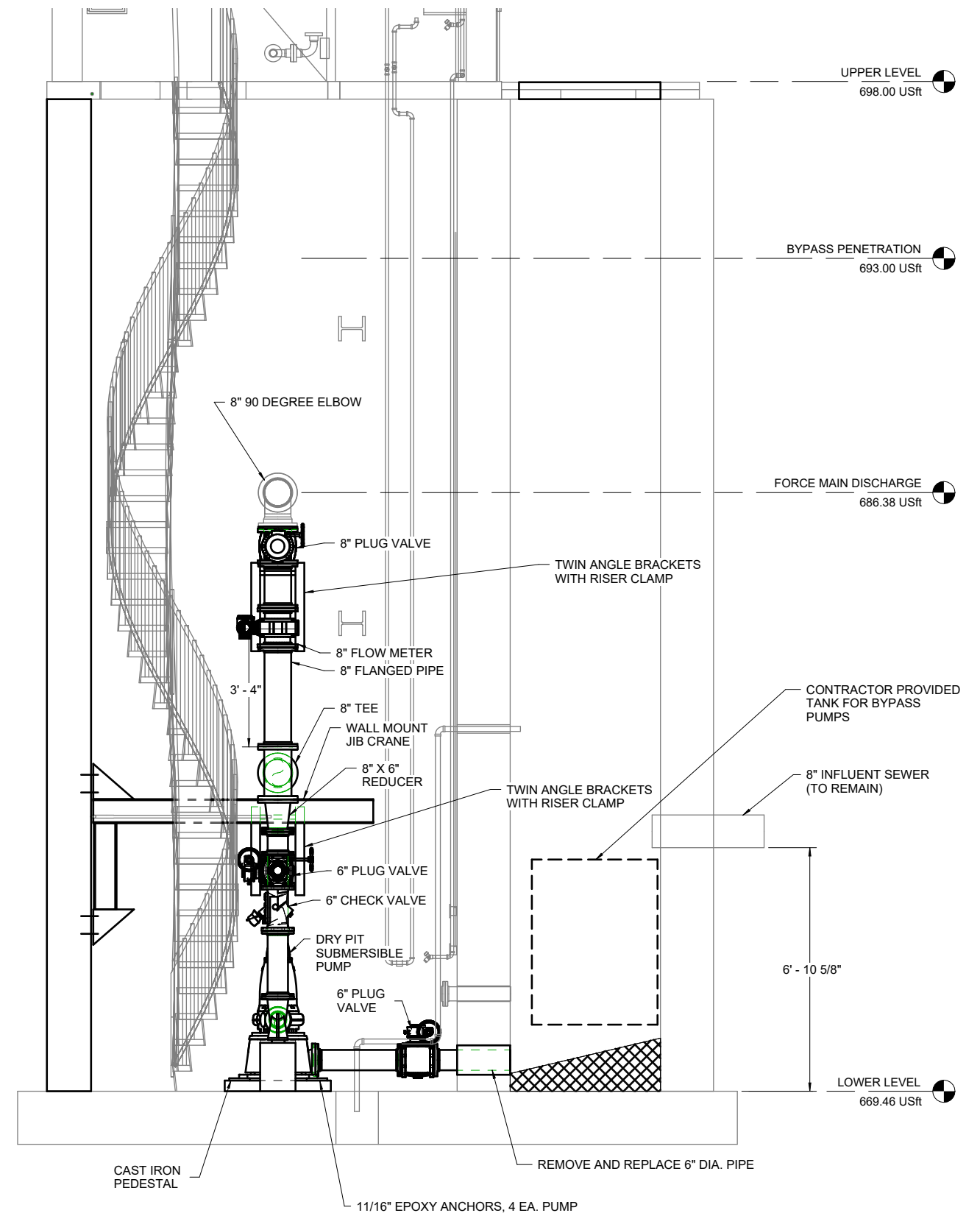
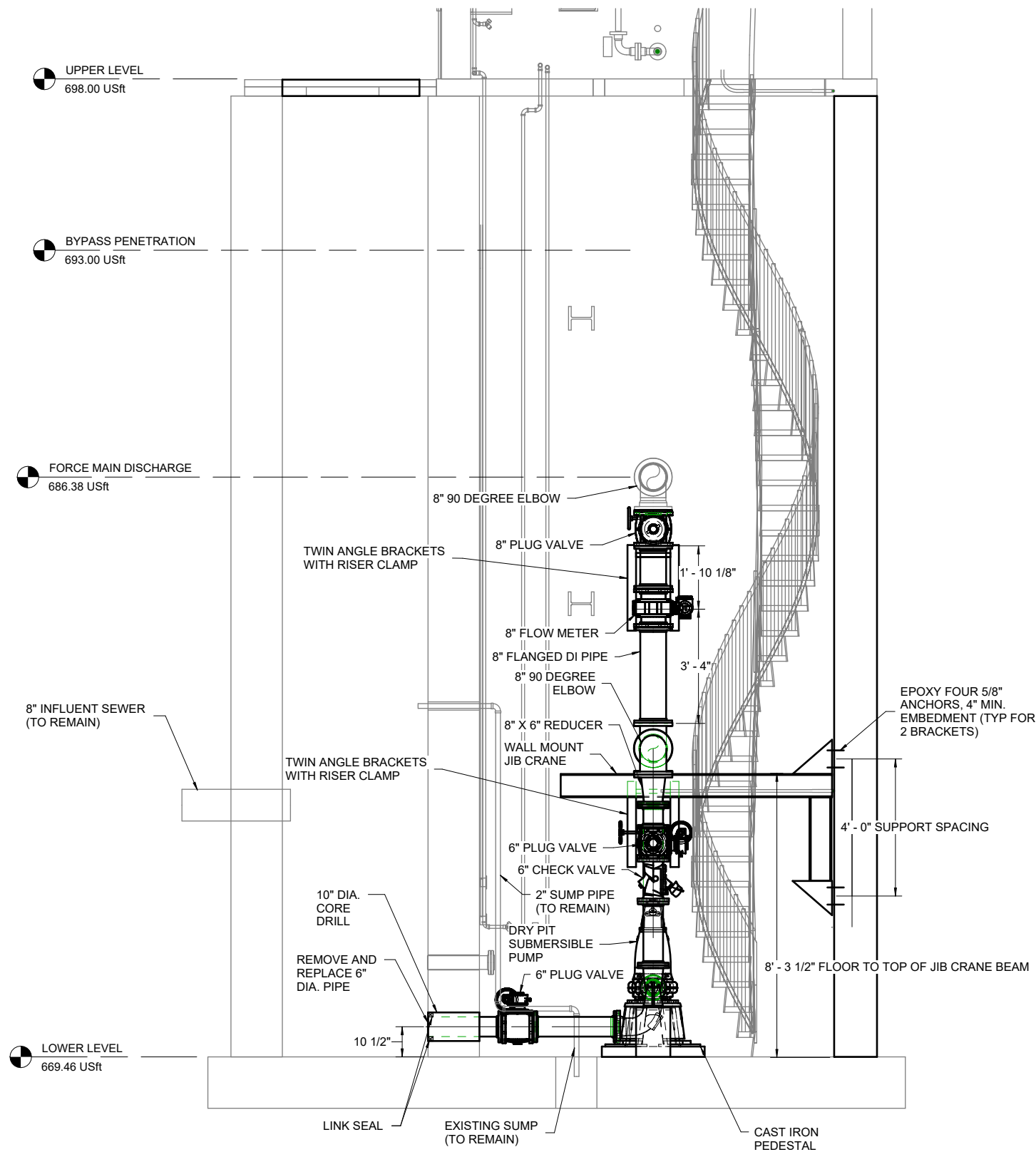
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D	FINAL REVIEW	10/11/24	BWR

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DWN BY: BS	CHK BY:	CONTRACT NO. 130.02
SUBMITTED BY: BWR	ISSUE DATE:	FILE NUMBER:
PLOT SCALE: ANSI B	SIZE: ANSI B	FILENAME:

CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761
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HOUSER STREET LIFT STATION UPGRADE PROJECT 1301 HOUSER STREET MUSCATINE, IOWA	PLAN VIEW LOWER LEVEL
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SHEET IDENTIFICATION M2



1 SECTION- LOWER LEVEL NORTH VIEW PROPOSED
1/2" = 1'-0"

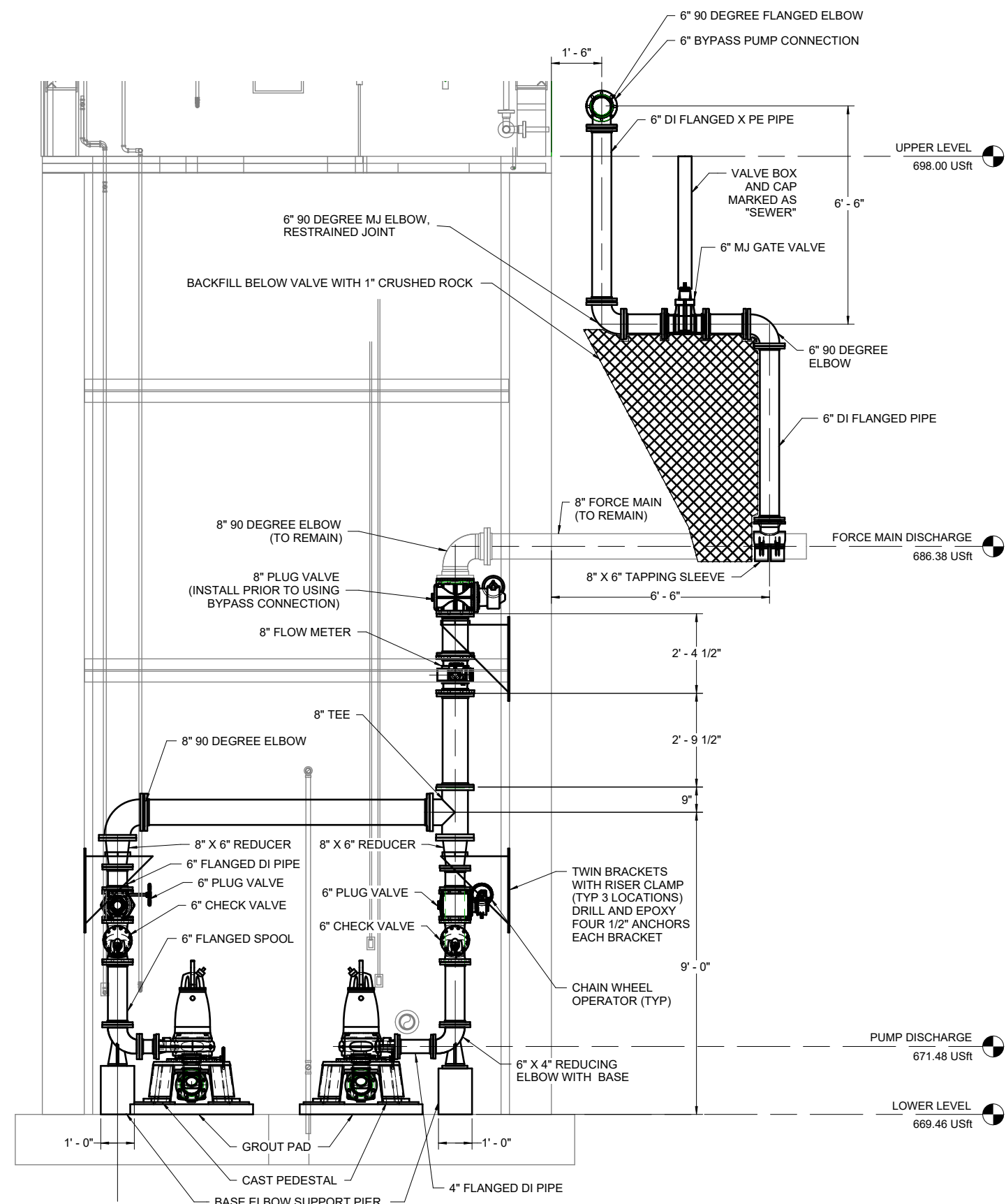
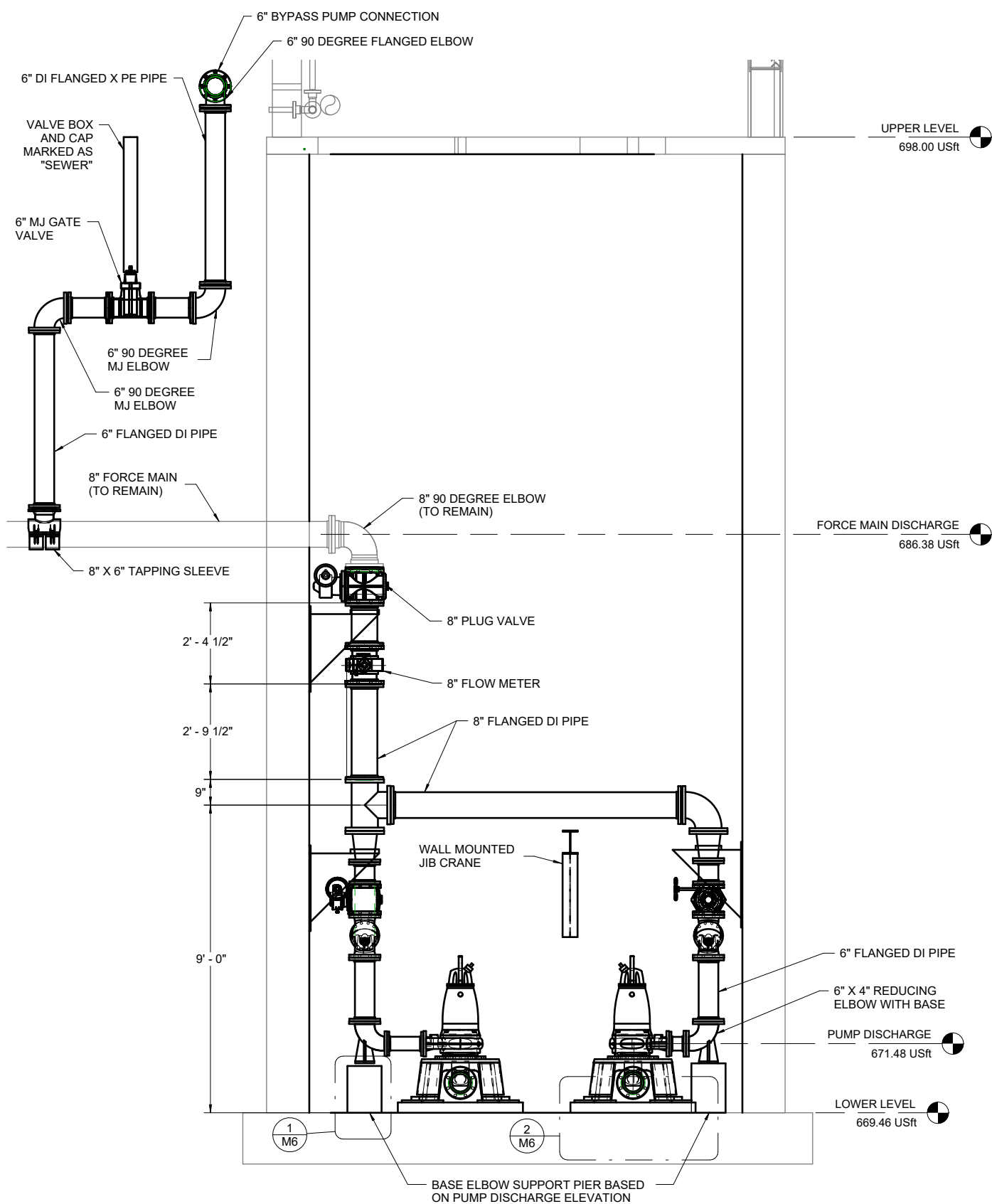
2 SECTION- LOWER LEVEL SOUTH VIEW PROPOSED
1/2" = 1'-0"

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OWN BY: BG	SOLICITATION NO.:	
SUBMITTED BY: BWR		CONTRACT NO.: 130.02
PLOT SCALE:	ISSUE DATE:	FILE NUMBER:
SIZE: FILENAME: ANSIB		

215 SYCAMORE STREET
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1029 HERSHEY AVE
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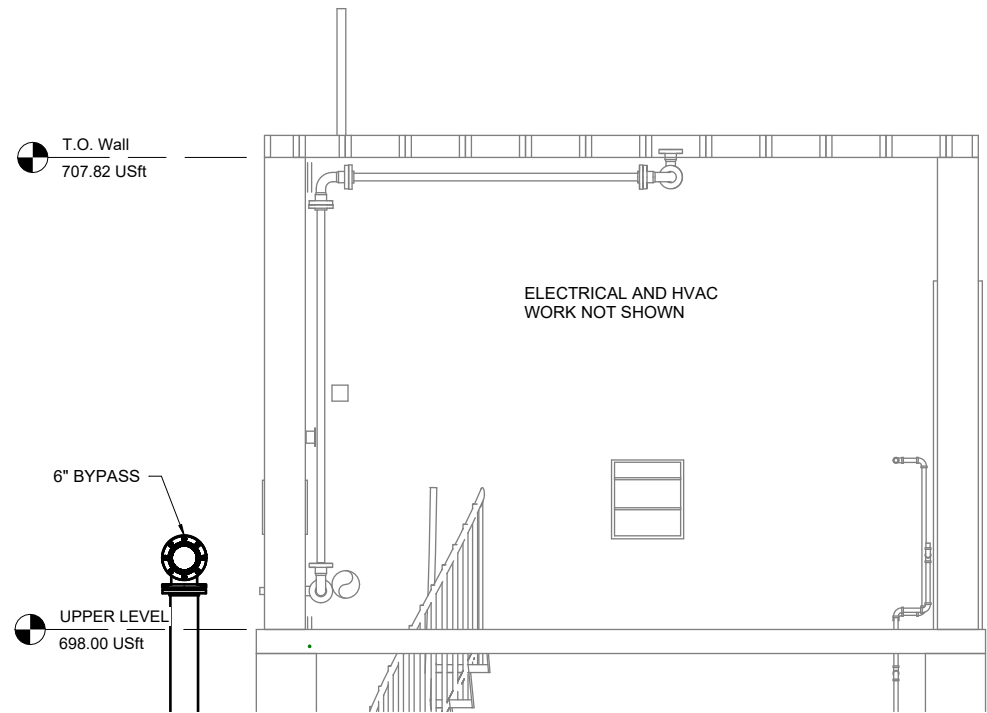
DESIGNED BY: ANSL	DATE:
CITY OF MUSCATINE	
215 SYCAMORE STREET	
MUSCATINE, IA 52761	
DRAWN BY: BG	SOLICITATION NO.:
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WATERSMITH ENGINEERING	FILE NUMBER: 130.02
1029 HERSHEY AVE	
MUSCATINE, IA 52761	
SIZE: ANSI B	FILENAME:

MARK	D	FINAL REVIEW	DESCRIPTION	DATE	BWR	APPR
				10/11/24		

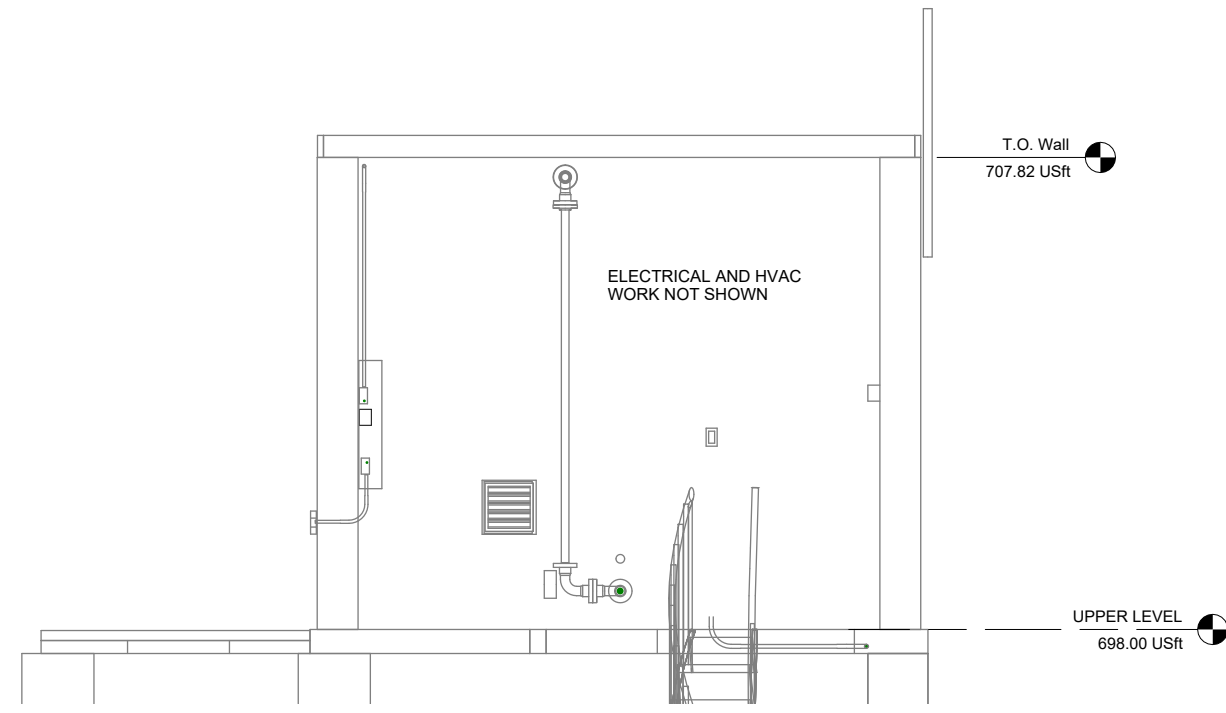
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HOUSER STREET LIFT STATION UPGRADE PROJECT 1301 HOUSER STREET MUSCATINE, IOWA	SECTIONS-UPPER LEVEL N, S, E, W
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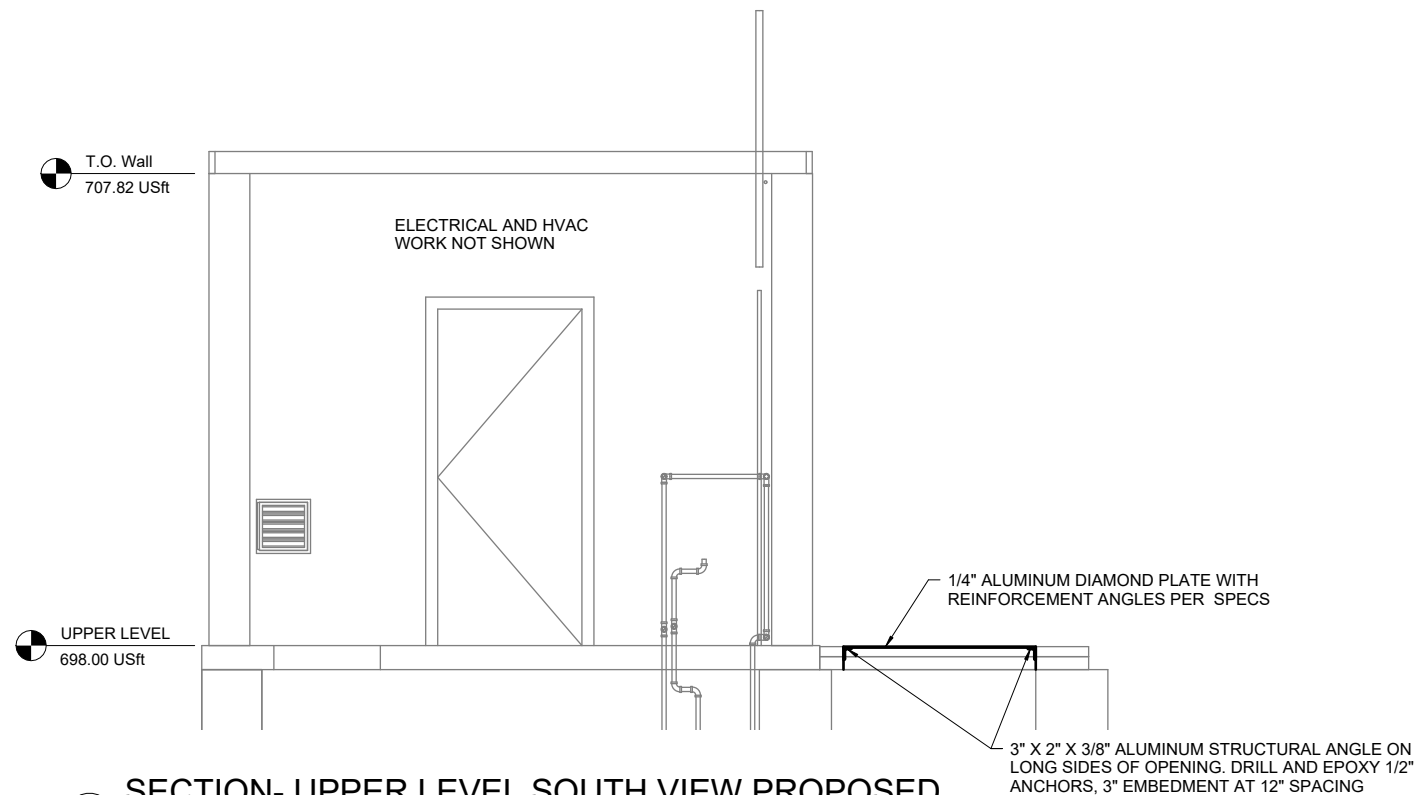
SHEET
IDENTIFICATION
M5



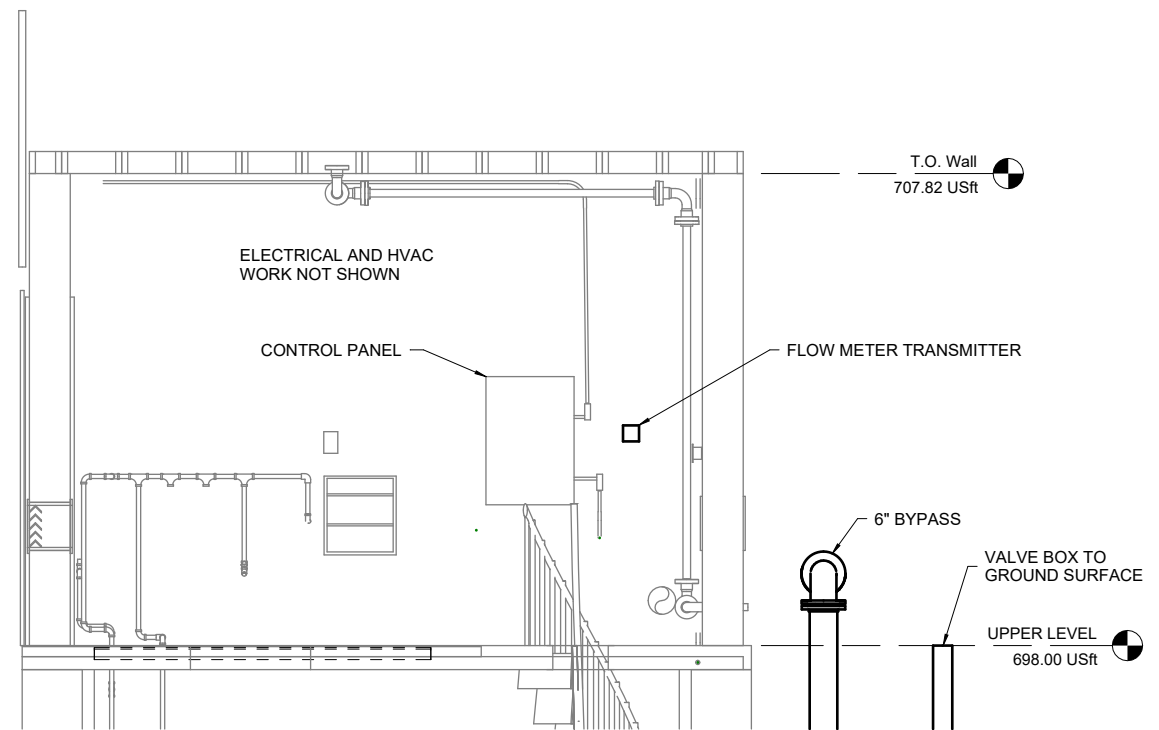
① SECTION- UPPER LEVEL WEST VIEW PROPOSED
1/2" = 1'-0"



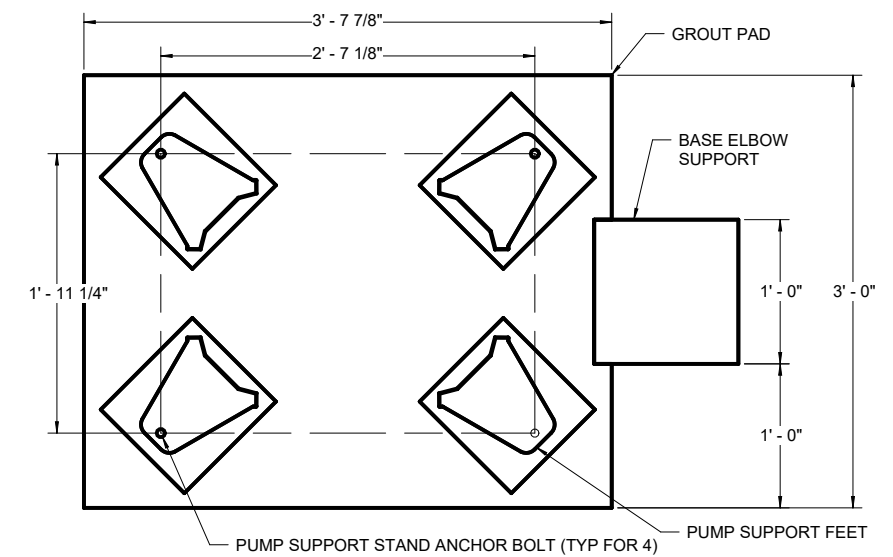
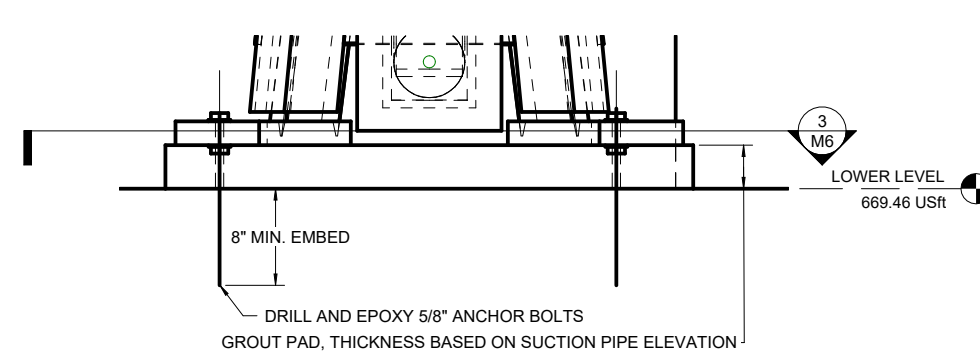
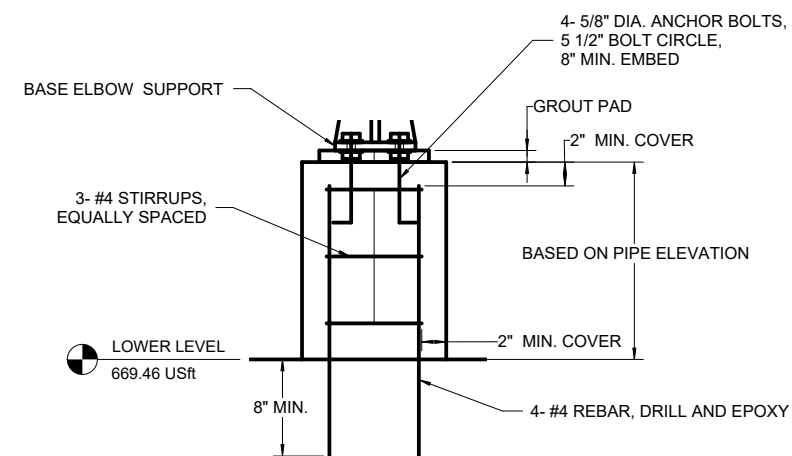
② SECTION- UPPER LEVEL NORTH VIEW PROPOSED
1/2" = 1'-0"

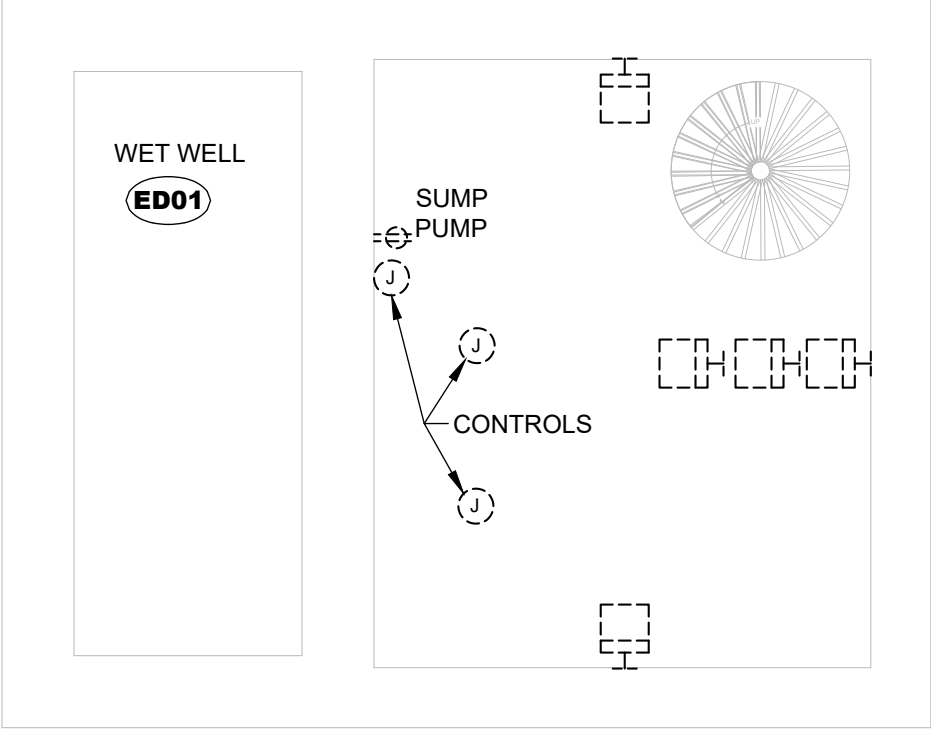


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1/2" = 1'-0"

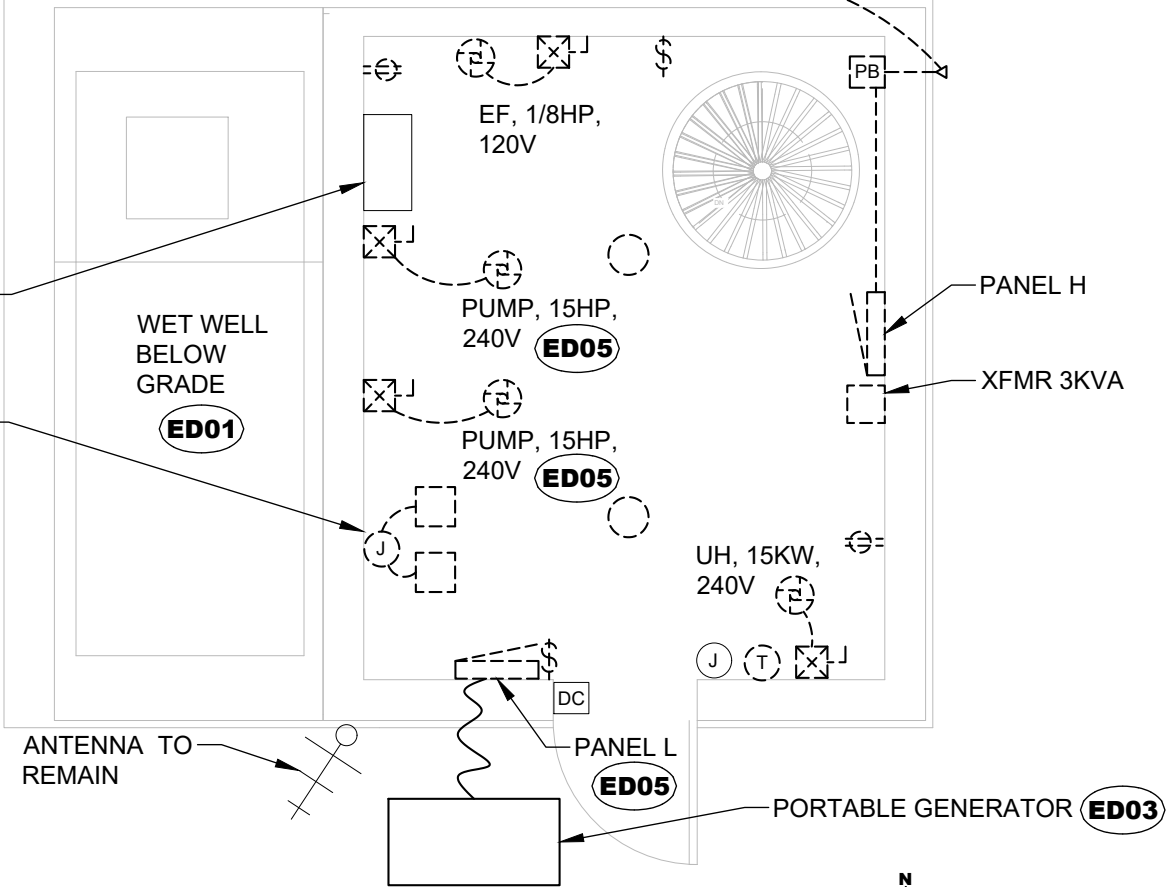


④ SECTION- UPPER LEVEL EAST VIEW PROPOSED
1/2" = 1'-0"





1 LOWER LEVEL ELECTRICAL DEMOLITION PLAN
SCALE: 0'0" 2'0" 4'0" 8'0"



2 UPPER LEVEL ELECTRICAL DEMOLITION PLAN
SCALE: 0'0" 2'0" 4'0" 8'0"

GENERAL ELECTRICAL DEMOLITION NOTES:

- A. Unless noted otherwise, all items shown in dark dashed pen type shall be removed and disposed of by the Contractor. All items in light, solid pen shall remain.
- B. Coordinate service outages with the Owner a minimum of seven days in advance. See Phasing Notes for more information on temporary connections, outages, and switchover to the new electrical service.
- C. Where outlets, equipment, fixtures, conduits and wiring are abandoned, remove conduit and wiring back to source.

KEYED ELECTRICAL DEMOLITION NOTES

- ED01 **WET WELL HAZARDOUS LOCATION.** This area is a Class 1, Division 1, Group D hazardous location. All items in this area are to remain. Do not work in this area.
- ED02 **UTILITY COMPANY.** Coordinate all work with Muscatine Power and Water (563-263-2631). The utility company will remove the transformers and meter. See Phasing Notes for more information.
- ED03 **PORTABLE GENERATOR FOR TEMPORARY POWER.** Provide a 5 KW 120/240V, 1ph, 3W portable generator to provide power to controls during pump replacement. Temporary diesel pumps will be used so 480V temporary generator power is not necessary.
- ED04 **CONTROL PANEL.** The control panel and components served from it will remain and be re-fed per the new work.
- ED05 **PHASING.** See the Phasing Notes for keeping pumping operational during electrical service replacement.

DEMOLITION KEY	
TO REMAIN	—————
TO BE REMOVED	-----

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jeffrey R. Reinhart 10/11/2024
(signature) (date)

Jeffrey R. Reinhart
License number 13499
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: UE.1 THROUGH UE.10

POH
ENGINEERING, PLLC

POHENGINEERING.COM
(319) 270-8847
PO BOX 8354
CEDAR RAPIDS,
IOWA 52408

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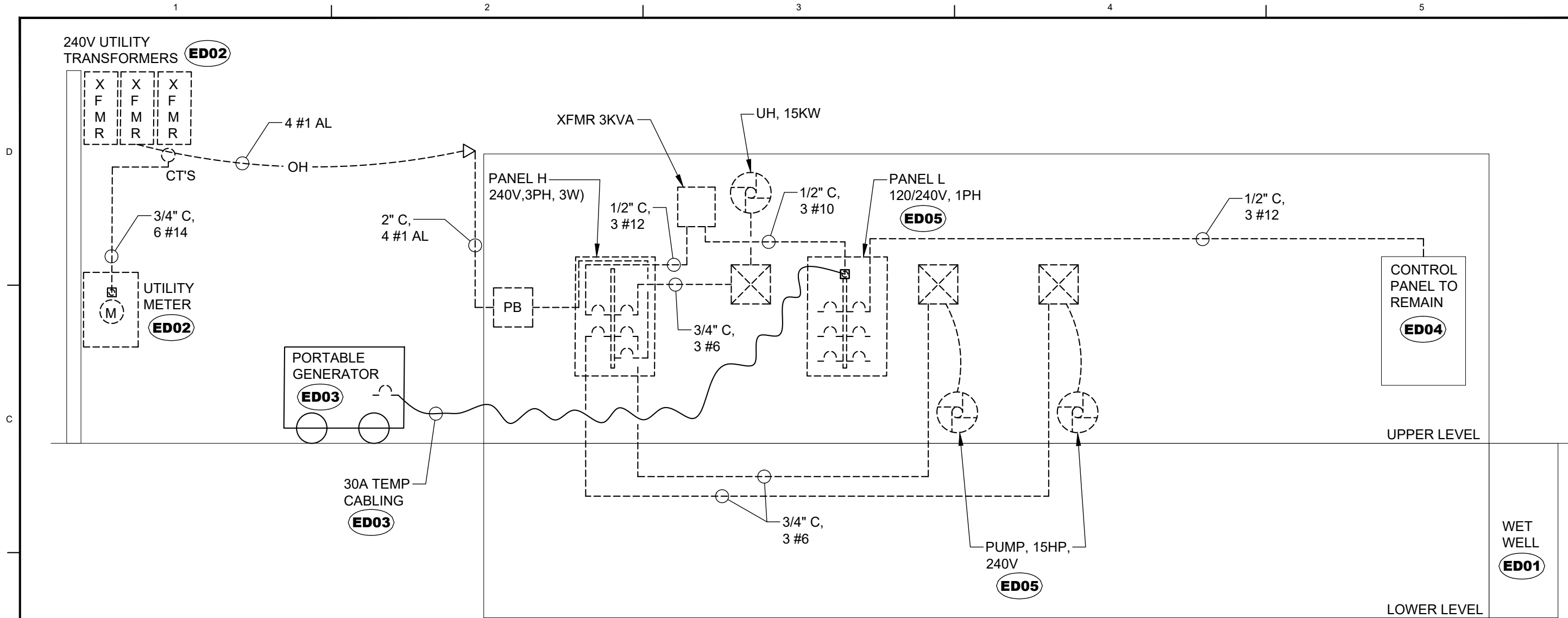
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DESIGNED BY: JRR	CHECKED BY: JRR	DATE: 10/11/2024
SUBMITTED BY: JRR	CONTRACT NO.:	FILE NUMBER:
PLOT SCALE: ANSI B	ISSUE DATE:	FILE NAME: UE.1
CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	WATERSMITH ENGINEERING 1028 HERSHEY AVE MUSCATINE, IA 52761	

HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

ELECTRICAL DEMOLITION PLANS

SHEET
IDENTIFICATION
UE.1

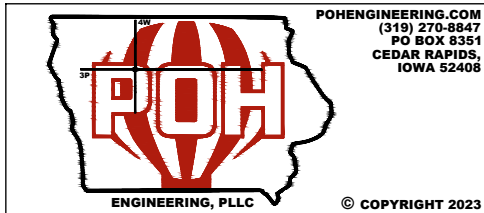


1 ELECTRICAL RISER DIAGRAM - DEMOLITON
SCALE: NO SCALE

KEYED ELECTRICAL DEMOLITION NOTES

- ED01 WET WELL HAZARDOUS LOCATION. This area is a Class 1, Division 1, Group D hazardous location. All items in this area are to remain. Do not work in this area.
- ED02 UTILITY COMPANY. Coordinate all work with Muscatine Power and Water (563-263-2631). The utility company will remove the transformers and meter. See Phasing Notes for more information.
- ED03 PORTABLE GENERATOR FOR TEMPORARY POWER. Provide a 5 KW 120/240V, 1ph, 3W portable generator to provide power to controls during pump replacement. Temporary diesel pumps will be used so 480V temporary generator power is not necessary.
- ED04 CONTROL PANEL. The control panel and components served from it will remain and be re-fed per the new work.
- ED05 PHASING. See the Phasing Notes for keeping pumping operational during electrical service replacement.

DEMOLITION KEY		
TO REMAIN	—————	
TO BE REMOVED	-----	
TEMPORARY	—————	



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SUBMITTED BY: JRR	CONTRACT NO.:	
FILE NAME: U.E.1	FILE NUMBER:	
SIZE: ANSI B	DATE: 10/1/24	JRR
DESCRIPTION:	DATE: 10/1/24	JRR
MARK:	DATE: 10/1/24	JRR

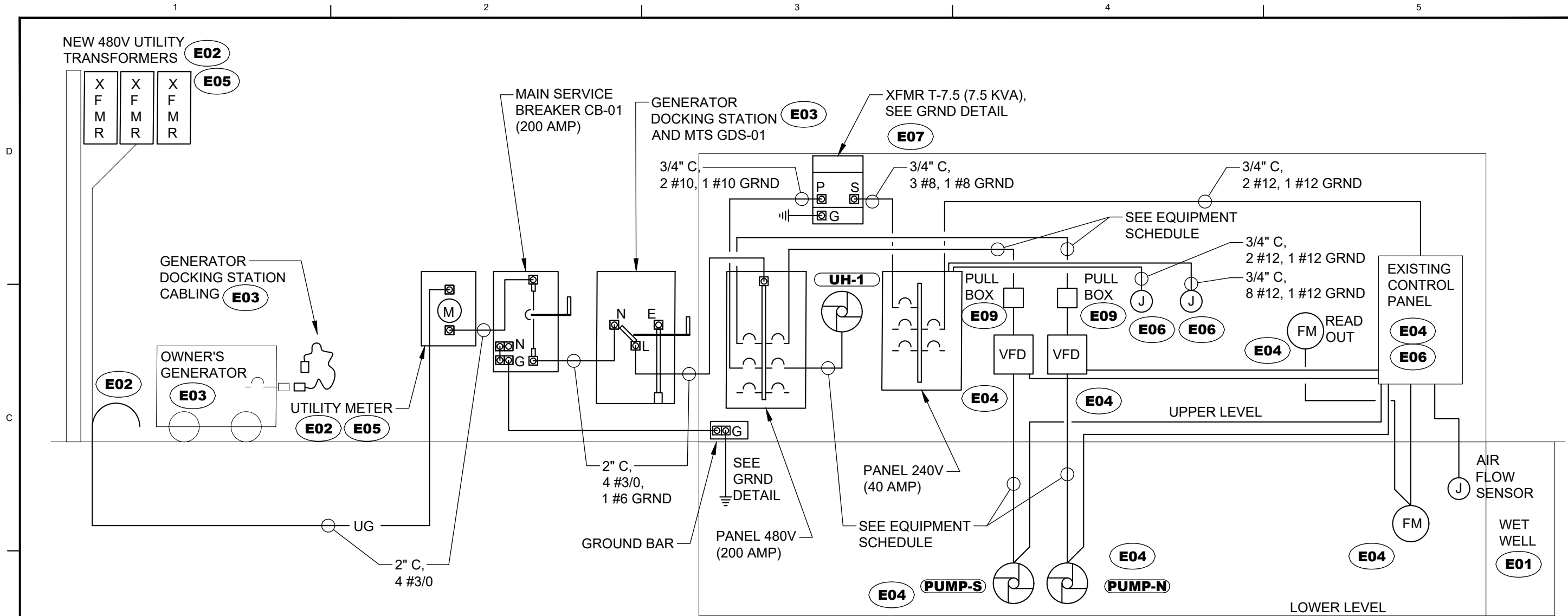
CITY OF MUSCATINE
215 SYCAMORE STREET
MUSCATINE, IA 52761

WATERSMITH ENGINEERING
1028 HERSHEY AVE
MUSCATINE, IA 52761

HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

ELECTRICAL RISER DIAGRAM
DEMOLITION

SHEET IDENTIFICATION
UE.5



1 ELECTRICAL RISER DIAGRAM - NEW WORK
SCALE: NO SCALE

KEYED ELECTRICAL NOTES

- E01 WET WELL HAZARDOUS LOCATION. This area is a Class 1, Division 1, Group D hazardous location. Do not install new work in this area.
- E02 UTILITY COMPANY. Coordinate all work with Muscatine Power and Water (563-263-2631). The utility company will install new transformers and meter. Contractor shall install the meter socket, secondary feeder from the building to the utility pole (leaving 50 feet of slack for the Utility Company to extend up the pole).
- E03 OWNER'S PORTABLE GENERATOR. The Owner will be purchasing a portable generator to serve all of their lift stations separately from this project. Coordinate generator connection details with the Owner prior to ordering the equipment.
- E04 CONTROL PANEL. See the Equipment Connection Schedule and Control/Monitor Connection Schedule for more information. Connect pump power, seal fail sensors, over-temperature sensors, air flow sensor, VFD's, and flow meter to control panel.
- E05 PHASING. Secondary building feeder, Utility Meter, Main Circuit Breaker, Generator Docking Station / MTS, Panel 480V, Panel 240V, and XFMR T-7.5S can be installed prior to de-energizing and removing the existing equipment. See Phasing Notes for more information.
- E06 EXISTING ITEMS RE-FED. Intercept and re-feed existing 120V loads per the Panel 240V schedule. Install new junction boxes at location of removed Panel L.
- E07 TRANSFORMER. Install transformer high on wall and support from wall and ceiling structure with strut.
- E08 FLOOR HATCH. Do not install items on wall that protrude more than 4 inches out to maintain access to the floor hatch.
- E09 PULL BOX. Install 12 inch x 12 inch x 6 inch pull box above VFD for future installation of metering CT's by the Owner.

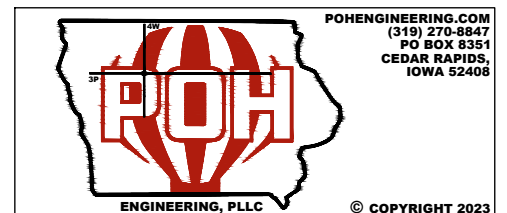
ALL WIRING IS COPPER

NEW WORK KEY

EXISTING _____

NEW WORK _____

TEMPORARY - - - - -



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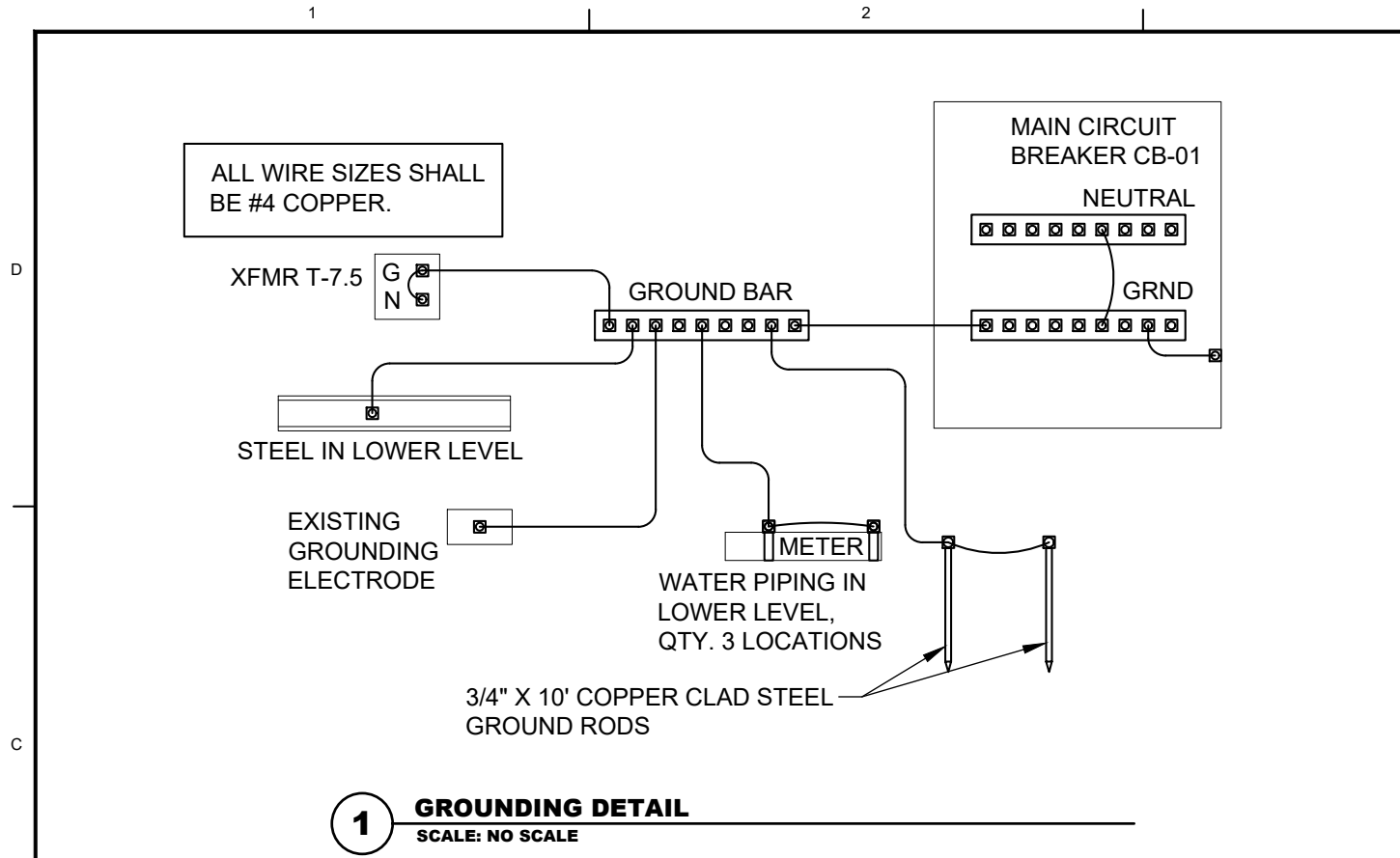
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03/10/2024	JRR	JRR	JRR	10/11/24	JRR	MARK	

CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	WATERSMITH ENGINEERING 1028 HERSHEY AVE MUSCATINE, IA 52761
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HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

ELECTRICAL RISER DIAGRAM
NEW WORK

SHEET
IDENTIFICATION
UE.6



POWER SYMBOLS (NOT ALL MAY BE USED)

	DUPLEX
	QUAD
	120 VOLT RECEPTACLE (+18" AFF UNO)
	AFCI = ARC FAULT CIRCUIT INTERRUPTER,
	GFCI = GROUND FAULT CIRCUIT INTERRUPTER,
	CLG = CEILING MOUNTED,
	IG = ISOLATED GROUND,
	SR = SPLIT WIRED (TOP HALF SWITCHED),
	TVSS = SURGE SUPPRESSION,
	TR = TAMPER RESISTANT
	SPECIAL POWER RECEPTACLE AS NOTED (+18" AFF UNO)
	PULL BOX
	JUNCTION BOX
	ELECTRICAL ITEM AS NOTED
	ELECTRICAL PANELBOARD, OR ENCLOSURE AS NOTED
	DISCONNECT SWITCH
	MOTOR STARTER
	VFD
	EQUIPMENT MOTOR CONNECTION

LIGHTING SYMBOLS (NOT ALL MAY BE USED)

	LIGHTING (SEE LIGHTING FIXTURE SCHEDULE)
	SURFACE LIGHTING FIXTURE
	SURFACE MOUNTED INTERIOR FIXTURE
	WALL MOUNTED INTERIOR FIXTURE
	LIGHTING CONTROL INDICATION

LIGHTING CONTROLS (NOT ALL MAY BE USED)

	LIGHTING SWITCH (+46" AFF UNO) BLANK = 1 POLE, 3 = 3-WAY, 4 = 4-WAY, 2P = 2 POLE, K = KEYED
	WALL BOX OCCUPANCY SENSOR (+46" AFF UNO)

CONTROLS SYSTEMS (NOT ALL MAY BE USED)

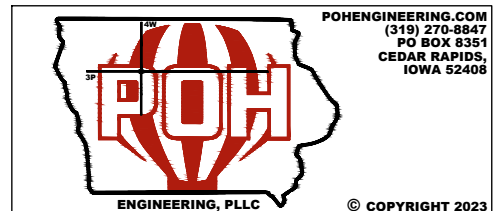
	LEVEL INDICATOR (FLOAT)
	FLOW METER
	LEVEL TRANSDUCER

ABBREVIATIONS (NOT ALL MAY BE USED)

A	AMPERE OR AMP
AC	ABOVE COUNTER
ACT	ACOUSTICAL CEILING TILE
A/C	AIR CONDITIONER
ADA	AMERICANS WITH DISABILITIES ACT
AF	AMP FUSE
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISDICTION
AHU	AIR HANDLING UNIT
AIC	AVAILABLE INTERRUPTING CURRENT
AL	ALUMINUM
ALUM	ALUMINUM
AMP	AMPERE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BBH	BASEBOARD HEATER
BC	BELOW COUNTER
C	CONDUIT
CAT	CATEGORY
CB	CIRCUIT BREAKER
C/B	CIRCUIT BREAKER
CCT	CIRCUIT
CCTV	CLOSED CIRCUIT TELEVISION
CLG	CEILING
CO	CARBON MONOXIDE
CRIT	CRITICAL
CU	COPPER
CUH	CABINET UNIT HEATER
DC	DIRECT CURRENT
DD	DOUBLE DUPLEX
DP	DOUBLE POLE
DT	DOUBLE THROW
DW	DISHWASHER
DWC	DRYWALL CEILING
DWG	DRAWING
EC	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
ELEC	ELECTRICAL
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
ENT	ELECTRICAL NON-METALLIC TUBING
EQ	EQUIPMENT
EQUIP	EQUIPMENT
EX	EXISTING
FA	FIRE ALARM
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
FCU	FAN COIL UNIT
FLA	FULL LOAD AMPS
G	GROUND (GROUNDING)
GAP	GENERATOR ANNUNCIATOR PANEL
GC	GENERAL CONTRACTOR
GRC	GALVANIZED RIGID STEEL
GRND	GROUND (GROUNDING)
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
H	HOT (PHASE)

ABBREVIATIONS (NOT ALL MAY BE USED)

HD	HAND DRYER
HP	HORSEPOWER
HVAC	HEATING, VENTILATION, AIR CONDITIONING
HZ	HERTZ
IBC	INTERNATIONAL BUILDING CODE
IMC	INTERMEDIATE METAL CONDUIT
JB	JUNCTION BOX
KV	KILOVOLT
KVA	KILOVOLT AMPS
KVAR	KILOVOLT AMPS REACTIVE
KW	KILOWATT
KWH	KILOWATT HOUR
LED	LIGHT EMITTING DIODE
LS	LIFE SAFETY
LTG	LIGHTING
MC	MECHANICAL CONTRACTOR
MCA	MINIMUM CIRCUIT AMPS
MCB	MAIN CIRCUIT BREAKER
MCM	THOUSAND CIRCULAR MILS
MECH	MECHANICAL
MLO	MAIN LUG ONLY
MTS	MANUAL TRANSFER SWITCH
MW	MICROWAVE
N	NEUTRAL (GROUNDED)
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSN
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NF	NON-FUSED
NL	NIGHT LIGHT
NO	NORMALLY OPEN
N/A	NOT APPLICABLE
OH	OVERHEAD
OVHD	OVERHEAD
P	POLE
PB	PULL BOX
PH	PHASE
PLBG	PLUMBING
PTZ	PAN-TILT-ZOOM
PVC	POLYVINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL
SH	SHIELDED
SP	SINGLE POLE
SPD	SURGE PROTECTIVE DEVICE
SPEC	SPECIFICATION OR SPECIFICATIONS
SR	SIMPLEX RECEPTACLE
TCP	TEMPERATURE CONTROL PANEL
TV	TELEVISION
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TW	TWISTED
UC	UTILITY COMPANY
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORIES
UNO	UNLESS NOTED OTHERWISE
V	VOLTAGE OR VOLT OR VOLTS
VFD	VARIABLE FREQUENCY DRIVE
W	WIRE
WP	WEATHERPROOF
XFMR	TRANSFORMER



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ENGINEERING

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DATE:	10/1/24	JRR	DATE	APPROVED	

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CHECKED BY:	DATE:	10/1/24	JRR	DATE	APPROVED
DATE:	10/1/24	JRR	DATE	APPROVED	

CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	WATERSMITH ENGINEERING 1028 HERSHEY AVE MUSCATINE, IA 52761
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SHEET
IDENTIFICATION
UE.7

DRY TYPE TRANSFORMER SCHEDULE

PLAN MARK	RATED	WINDING MATERIAL	PRIMARY VOLTAGE/PHASE/WIRE	SECONDARY VOLTAGE/PHASE/WIRE	% TAPS + / -, # = QTY.	TEMP RISE 220 DEG C INS	SQUARE D SERIES	K- RATING	SPECIFIC NOTES
T-7.5	7.5 KVA	ALUMINUM	480V/1PH/2W	240V/1PH/3W	2.5%, 2+, 4-	115 DEG C	7S1F	1	WALL MOUNTED

GENERAL NOTES (APPLY TO ALL TRANSFORMERS UNLESS NOTED OTHERWISE):

- A. UNLESS OTHERWISE NOTED, INSTALL ALL TRANSFORMERS ON WALL WITH STRUT TO CEILING STRUCTURE. USE VIBRATION ISOLATORS.
- B. CONNECT ALL TRANSFORMERS WITH LIQUID-TIGHT FLEXIBLE METAL CONDUIT.
- C. PROVIDE LUGS FOR PRIMARY AND SECONDARY CONNECTIONS.

CIRCUIT BREAKER SCHEDULE

PLAN MARK	SWITCH LOCATION	SYSTEM			BREAKER TYPE	ENCL. NEMA	AIC RATING	BKR. FRAME	BKR. AMP	SQUARE D SERIES	SPECIFIC NOTES
		VOLT	PHASE	W							
CB-01	EXTERIOR	480	3	4	LI	3R	35K	200	200	JGL36200 / J250AWK	1

BREAKER TYPES:

MA = MAGNETIC TRIP TYPE LI = LONG-TIME, INSTANTANEOUS ELECTRONIC TRIP TYPE

SPECIFIC NOTES:

1. CIRCUIT BREAKER SHALL BE SERVICE RATED, ELECTRONIC (LI) TYPE.

MANUAL TRANSFER SWITCH AND GENERATOR DOCKING STATION SCHEDULE

PLAN MARK	SWITCH LOCATION	SYSTEM			AMP RATING	NEMA ENCL.	A/C RATING	TYPE	TRYSTAR SERIES	FEATURES	ACCESSORIES	SPECIFIC NOTES
		VOLT	PHASE	W								
GDS-01	EXTERIOR	480	3	4	200	3R	35,000	DS/MTS	TMTS-1	PRM, MC, PE, CLC	CAM LOCKS, 4/0 CU CABLES	1

DOCKING STATION TYPE:

DS/MTS = GENERATOR DOCKING STATION WITH MANUAL TRANSFER SWITCH

ACCESSORIES:

PRM = PHASE ROTATION MONITORING MC = MONITORING CONTACTS PE = PADLOCKABLE ENCLOSURE CLC = CAM LOCK CONNECTIONS

GENERAL NOTES (APPLY TO ALL ITEMS UNLESS NOTED OTHERWISE):

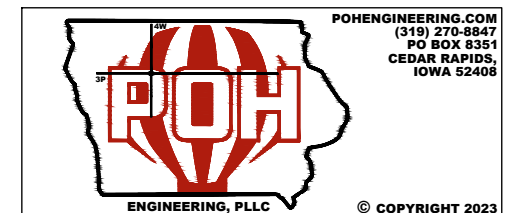
1. SEE SPECIFICATIONS FOR MORE INFORMATION.

SPECIFIC NOTES:

1. PROVIDE COLOR CODED CAM LOCK MALE CONNECTORS CONNECTED TO THE DOCKING STATION BUS.
2. PROVIDE TRYSTAR POWER CABLE (600V, 30 GAUGE FLEXIBLE CLASS K COPPER, TYPE PPE JACKETED. PROVIDE MATCHING CAM LOCK CONNECTORS ON BOTH ENDS).

CONSTRUCTION PHASING AND SEQUENCING NOTES

- A. The following are phasing and sequencing notes for construction. The lift station can not be without power for an extended period of time. The following is a guide to maintaining power to the existing lift station and providing power to the new lift station equipment to minimize downtime.
- B. Install as much of the new electrical service as possible without de-energizing the existing service. This includes the secondary feeder, Utility Meter, Main Circuit Breaker, Generator Docking Station / MTS, Panel 480V, XFMR T-7.5, Panel 240V, and their feeders.
- C. Utilize a portable generator for power to existing Panel L (120/240V) during the switchovers and where otherwise needed. Pumping requirements will be met during the switchovers with diesel pumping.
- D. After the new pumps are installed/connected, install the remaining new electrical distribution equipment and their feeders. Remove temporary connections and equipment.
- E. Coordinate switchovers with the General Contractor, Utility Company, and Owner to minimize downtime.

The logo for Watersmith Engineering, featuring the company name in a serif font with a blue wavy line graphic.[illegible]

CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761	JRR	OWNED BY:	08/16/2024
	JRR	DOWN BY:	SOLICITATION NO.:
	JRR	BY:	CONTRACT NO.:
	JRR	SUBMITTED:	FILE NUMBER:
	JRR	PLOT SCALE:	ISSUE DATE:
	JRR	SIZE:	FILE NAME:
	JRR	ANSIB:	LUE 1
WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761			

HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

SHEET
IDENTIFICATION
UE.8

LIGHTING FIXTURE SCHEDULE

PLAN MARK	FIXTURE DESCRIPTION AND FEATURES	MANUFACTURERS	ACUITY FIXTURE SERIES	MOUNTING STYLE	ENVIRO TYPE	DIMENSIONS				LED LIGHT OUTPUT			WATTAGE		DRIVER		NOTES
						H"	W"	L/D"	DIA"	LUMENS	TEMP	CRI	WATTS	PER	VOLT	TYPE	
VT01	4 FOOT VAPOR TIGHT LINEAR LED, WHITE FINISH, FROSTED LENS, BRACKET	ACUITY, COOPER, HUBBELL, SIGNIFY,	CSVT L48 5000LM MVOLT 40K 80CRI	SURFACE MOUNTED ON EXISTING WALL	WET	4	5	48	N/A	5000	40K	80	42	FIXTURE	UNIV	10% DIM	
WP01	ARCHITECTURAL WALLPACK, LED, BRONZE FINISH, INTEGRAL PHOTOCCELL	ACUITY, COOPER, HUBBELL, SIGNIFY,	WPX0 LED AL0 SWW2 MVOLT PE DDBXD M2	SURFACE MOUNTED ON EXISTING WALL	WET	6	6	2	N/A	1650	40K	70	13	FIXTURE	UNIV	10% DIM	

GENERAL ITEMS:

A. LED DRIVERS SHALL BE MULTIVOLT, WITH 5 YEAR WARRANTY.

CONTROL/MONITORING CONDUIT SCHEDULE

FROM EQUIPMENT	TO EQUIPMENT	DESCRIPTION (SEE CONTROL DRAWINGS AND SPECS FOR WIRING SIZE/TYPE)	CONDUIT (ALL WIRING IN CONDUIT)	SPECIFIC NOTES
AIR FLOW METER	EXISTING CONTROL PANEL	FLOW VERIFICATION TO PLC CONTROL PANEL	1" CONDUIT	
FLOW METER (FM)	EXISTING CONTROL PANEL	FLOW METER SIGNAL TO PLC CONTROL PANEL	1" CONDUIT	
FLOW METER (FM)	FLOW METER READ-OUT	FLOW METER SIGNAL TO FLOW METER READ-OUT	1" CONDUIT	
TWO PUMP FAIL SWITCH	EXISTING CONTROL PANEL	PUMP FAIL SWITCHES IN PUMP TO CONTROL PANEL	1" CONDUIT FOR EACH PUMP	
TWO PUMP OVER-TEMP SWITCHES	EXISTING CONTROL PANEL	PUMP OVER-TEMP SWITCHES IN PUMP TO CONTROL PANEL	1" CONDUIT FOR EACH PUMP	
TWO PUMP VFD'S	EXISTING CONTROL PANEL	CONTROL AND MONITORING	1" CONDUIT FOR EACH VFD	

VARIABLE FREQUENCY DRIVE SCHEDULE

PLAN MARK	MOTOR			VARIABLE SPEED DRIVE CONTROLLER				DISCONNECT		YASKAWA SERIES	AIC RATING
	HP	VOLT	PH	TYPE	AMPS	ENCL.	ACCESSORIES	TYPE	AMP		
PUMP-N	15	480	3	PUMP	21	1	KP LCD SC FT	NONE	N/A	GA800	25,000
PUMP-S	15	480	3	PUMP	21	1	KP LCD SC FT	NONE	N/A	GA800	25,000

VFD AND DISCONNECT TYPES:

FD=FUSED DISCONNECT CB=CIRCUIT BREAKER MP=MOTOR PROTECTOR

ACCESSORIES:

KP=KEYPAD WITH RUN, HAND/AUTO, STOP BUTTONS LCD=LCD READOUT SD=SPEED CONTROLLER FT=FUSED CONTROL TRANSFORMER.

GENERAL NOTES (APPLY TO ALL VFDS UNLESS NOTED OTHERWISE):

1. COORDINATE MOTOR REQUIREMENTS WITH MECHANICAL SHOP DRAWINGS PRIOR TO ORDERING VFDS.
2. PROVIDE TWO N.O. AND TWO N.C. AUXILIARY INTERLOCKING RELAYS.
3. PROVIDE ELECTRONIC OVERLOADS AND PHASE LOSS PROTECTION.
4. PROVIDE EMI/RFI PROTECTION, 3% AC LINE REACTOR.
5. LINE WIRING, LOAD WIRING, AND CONTROL WIRING FOR EACH DRIVE SHALL BE IN SEPARATE RACEWAY. DO NOT SHARE RACEWAYS.
6. VFD MUST BE CAPABLE OF CARRYING THE FULL LOAD AMPERAGE OF THE MOTOR WITHOUT USING ANY OF ITS OVERLOAD CAPACITY.
7. PROVIDE SHAFT GROUNDING BRUSH AND BRAIDED GROUNDING CONNECTION TO THE MOTOR FRAME.
8. PROVIDE INTELLIGENT INTERFACE CARD TO MATCH FACILITY SCADA SYSTEM.

EQUIPMENT CONNECTION SCHEDULE

PLAN MARK	EQUIPMENT DESCRIPTION	LOCATION	POWER SOURCE	INPUT VOLTAGE	WATTS OR HP	FULL LOAD AMPS	MINIMUM CCT. AMPS	CCT. BKR SIZE	POWER WIRE FEEDER SIZE	DISCONNECT AT EQUIPMENT	VFD OR STARTER	QTY	SPECIFIC NOTES
EF-1	EXHAUST FAN	UPPER LEVEL	240V	120V/1PH	1/2 HP	9.8	12.3	20A	2 #12, 1 #12 GRND	1P SWITCH	NO	1	
UH-1	ELEC UNIT HEATER	UPPER LEVEL	480V	480V/3PH	15 KW	18.1	22.6	30A	3 #10, 1 #10 GRND	IN PANEL	NO	1	
PUMP-N	SEWAGE PUMP	LOWER LEVEL	480V	480V/3PH	12 HP	16.0	20.0	30A	3 #8, 1 #10 GRND	IN PANEL	VFD	1	1
PUMP-S	SEWAGE PUMP	LOWER LEVEL	480V	480V/3PH	12 HP	16.0	20.0	30A	3 #8, 1 #10 GRND	IN PANEL	VFD	1	1

ABBREVIATION KEY:

AF = AMP FUSE · NE = NON-FUSED · WP = WEATHERPROOF · 4X = NEMA 4X ENCLOSURE · CCT = CIRCUIT · BKR = BREAKER · C = CONDUIT · GRND = GROUND

1P = 1 POLE TOGGLE SWITCH : 2P = 2 POLE TOGGLE SWITCH

GENERAL NOTES (APPLY TO ALL PIECES OF EQUIPMENT UNLESS NOTED OTHERWISE):

A. COORDINATE FINAL CONNECTION DETAILS WITH EQUIPMENT SHOP DRAWINGS PRIOR TO ROUGH-IN AND ORDERING OF SUPPLY EQUIPMENT.

SPECIFIC NOTES:

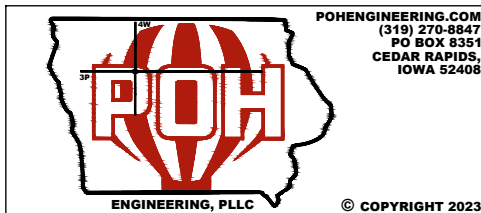
1. FINAL CONNECTIONS SHALL BE BY HARD DUTY, OIL AND WATER RESISTANT CABLES FROM WEATHERPROOF JUNCTION BOXES.

[illegible]

WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761	DESIGNED BY: JHR	DATE: 06/10/2024
	DWN BY: JHR	SOLICITATION NO.: JHR
	SUBMITTED BY:	CONTRACT NO.:
	PLOT SCALE:	ISSUE DATE:
	SIZE: ANSI B	FILE NAME: UES 1

HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

SHEET
IDENTIFICATION
UE.9



ELECTRICAL BRANCH CIRCUIT PANEL SCHEDULE

PANEL NAME: 480V Location: EAST WALL

Voltage: 480 / 277 V Phase / Wire: 3PH / 4W Feeder: SEE RISER Panel Style: BRANCH CIRCUIT, SURFACE MTD
Amps: 200A AIC Amp Rating: 35,000 AIC Main: LUGS Circuit Bkr Type: BOLT-ON

Features: TYPEWRITTEN DIRECTORY, GROUND BAR, INTEGRAL 100KA TVSS MODULE, DOOR-IN-DOOR CONSTRUCTION

Abbrevs: (GFCI) = GFCI BREAKER, (AFCI) = ARC FAULT BREAKER, (ST) = SHUNT TRIP BREAKER, (LSIG) = LSIG TYPE BREAKER

Loads: R = RECEPTACLE, L = LIGHTING, M = MECHANICAL EQUIPMENT, K = KITCHEN EQUIPMENT, E = OTHER EQUIPMENT

Notes:

cct #	Load(s) Served	Load VA	Breaker		Circuit Wiring	Phase			Circuit Wiring	Breaker		Load VA	Load(s) Served	cct #
			P	Amp		A	B	C		Amp	P			
1		4432				8864						4432		2
3	PUMP-N (NORTH)	4432	3	40	SEE EQ SCHED		8864		SEE EQ SCHED	40	3	4432	PUMP-S (SOUTH)	4
5	WITH HANDLE LOCK	4432						8864				4432	WITH HANDLE LOCK	6
7	TRANSFORMER T-7.5	2490	2	20	SEE RISER DIAGRAM	7490						5000		8
9		2576					7576		SEE EQ SCHED	30	3	5000	HEATER UH-1	10
11	SPARE		2	30				5000				5000	WITH HANDLE LOCK	12
13						0								14
15	LIGHTING	300	1	20	2 #12, 1 #12 GRND		300			20	3		SPARE	16
17	SPARE		1	20				0						18
19	SPARE		1	20		0								20
21	SPARE		1	20			0			30	3		SPARE	22
23	SPACE							0						24
25	SPACE					0							SPACE	26
27	SPACE						0						SPACE	28
29	SPACE							0					SPACE	30

Total Connected Load (VA)	46958
NEC Calculated Load (VA)	57431

16354	16740	13864
59.0	60.4	50.1

Amps per phase

56	Total Connected Load (Amps)
69	NEC Calculated Load (Amps)

BRANCH CIRCUIT PANEL SCHEDULE

PANEL NAME: 240V Location: SOUTH WALL

Voltage: 240 / 120 V Phase / Wire: 1PH / 3W Feeder: SEE RISER Panel Style: BRANCH CIRCUIT, SURFACE MTD
Amps: 40A AIC Amp Rating: 22,000 AIC Main: BACKFED BKR Circuit Bkr Type: BOLT-ON

Features: TYPEWRITTEN DIRECTORY, GROUND BAR, HINGED DOOR-IN-DOOR CONSTRUCTION

Abbrevs: (GFCI) = GFCI BREAKER, (AFCI) = ARC FAULT BREAKER, (ST) = SHUNT TRIP BREAKER, (LSIG) = LSIG TYPE BREAKER

cct #	Load(s) Served	Load VA	Breaker		Circuit Wiring	Phase		Circuit Wiring	Breaker		Load VA	Load(s) Served	cct #
			P	Amp		A	B		Amp	P			
1	BACKFED MAIN BREAKER		2	40	SEE RISER DIAGRAM	360		2 #12, 1 #12 GRND	20	1	360	RECEPTACLES	2
3							900	2 #12, 1 #12 GRND	20	1	900	SUMP PUMP RECEPTACLE	4
5	EXISTING CONTROL PANEL RE-FED	1200	1	20	2 #12, 1 #12 GRND	1380		2 #12, 1 #12 GRND	20	1	180	RECEPTACLES	6
7	EXISTING LOAD RE-FED	250	1	20	2 #12, 1 #12 GRND		1426	2 #12, 1 #12 GRND	20	1	1176	EXHAUST FAN EF-1 (HANDLE LOCK)	8
9	EXISTING LOAD RE-FED	250	1	20	2 #12, 1 #12 GRND	500		2 #12, 1 #12 GRND	20	1	250	CONTROL POWER	10
11	EXISTING LOAD RE-FED	250	1	20	2 #12, 1 #12 GRND		250		20	1		SPARE	12
13	EXISTING LOAD RE-FED	250	1	20	2 #12, 1 #12 GRND	250			20	1		SPARE	14
15	SPARE		1	20			0		20	1		SPARE	16
17	SPARE		1	20		0			20	1		SPARE	18

Total Connected Load (VA)	5066
NEC Calculated Load (VA)	5722

2490	2576
20.8	21.5

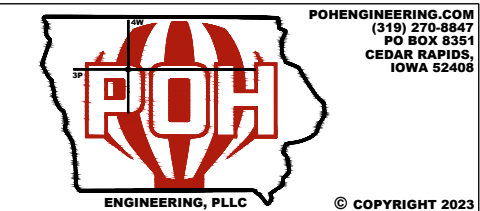
Amps per phase

21	Total Connected Load (Amps)
24	NEC Calculated Load (Amps)

GENERAL ELECTRICAL NOTES

- A. The wet well shall be classified as a Class 1, Division 1 hazardous location per NEC 501. Items in this area are existing and will not be modified. Do not install new electrical conduit/wiring through this area. The building interior is not classified due to meeting the ventilation requirements of NFPA 820.
- B. 277/480 volt power wiring, 120/240 volt power wiring and control/monitoring wiring shall be installed in separate raceways per the NEC.
- C. Coordinate equipment sizes, details, and locations prior to installation.
- D. Arc Flash report shall be by the project engineer, not as part of these documents. Final feeder sizes/length information shall be obtained by the Contractor, and arc flash label installation after construction is complete shall be by the Contractor. Assume a separate trip to the project site will be required. See specification more information.
- E. Coordinate service outages with the Owner a minimum of seven days in advance. See Phasing Notes for more information on temporary connections, outages, and switchover to the new electrical service.
- F. Refer to the specifications for more information on the common material/installation requirements listed below:

- Trench, backfill, and re-seed for installation of underground conduits. Use warning tape over conduits.
- Label all equipment, conduits, wires, and pull boxes per the NEC. Include panel and circuit numbers on all equipment, boxes, and conduits.
- Provide a green grounding conductor throughout all work.
- Provide a separate neutral (grounded) conductor for each electrical phase.
- Penetrations through the masonry/concrete walls/floors shall be sealed.
- All items raceway, equipment, and boxes shall be weatherproof.
- Minimum size of conduit shall be 3/4 inch for power; 1 inch for controls.
- Interior above grade conduit and exterior conduit above grade shall be galvanized rigid steel, aluminum, intermediate metal conduit, or Schedule 80 PVC. Interior below grade (pump pit) conduit shall be Schedule 80 PVC. Exterior conduit below ground shall be Schedule 40 PVC or HDPE.
- Utilize liquid tight flexible metal conduit for final connections to equipment and transformer.
- Use expansion fittings for PVC conduit per manufacturer's recommendations and for runs over 25 feet in length.



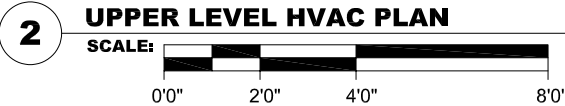
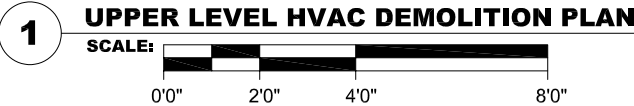
WATERSMITH
ENGINEERING

DATE	3/10/2024	SOLICITATION NO.		JRR	DATE	10/1/24	JRR	APPR
DESIGNED BY:	JRR	CREATED BY:	JRR	CONTRACT NO.:		FINAL REVIEW		DESCRIPTION
CITY OF MUSCATINE	215 SYCAMORE STREET	MUSCATINE, IA 52761		WATERSMITH ENGINEERING	1028 HERSHEY AVE	MUSCATINE, IA 52761		

DESIGNED BY:	JRR	CREATED BY:	JRR	CONTRACT NO.:		FINAL REVIEW		DESCRIPTION
CITY OF MUSCATINE	215 SYCAMORE STREET	MUSCATINE, IA 52761		WATERSMITH ENGINEERING	1028 HERSHEY AVE	MUSCATINE, IA 52761		

HOUSER STREET LIFT STATION UPGRADE PROJECT	13011 HOUSER STREET	MUSCATINE, IOWA		ELECTRICAL SCHEDULES
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SHEET IDENTIFICATION	UE.10
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MECHANICAL SYMBOLS

- ① THERMOSTAT
-  CONNECT TO EXIST. SERVICE
-  TYPE OF EQUIP
EQUIP. NO. EQUIPMENT DESIGNATION
-   SUPPLY DUCT (UP & DOWN)
-   RETURN DUCT (UP & DOWN)
-   EXHAUST DUCT (UP & DOWN)

ELECTRIC UNIT HEATER SCHEDULE

UNIT NO	MANUFACTURER'S DESIGNATION	KW	BTU/HR	AIRFLOW CFM	ELECTRIC V / PH	NOTES
UH-1	INDECO UHIR	15	51,200	1,100	480 / 3	1. 2. 3. 4
NOTES:	1. INCLUDE BUILT-IN DISCONNECT SWITCH AND 24V CONTROL TRANSFORMER 2. 2-STAGE HEATING CONTROL 3. PROVIDE REMOTE WALL MOUNTED 24V 2-STAGE HEATING THERMOSTAT. 4. CONTRACTOR TO PROVIDE WALL MOUNTING BRACKET.					

FAN SCHEDULE

UNIT NO	MANUFACTURER'S DESIGNATION	SERVES	CFM	S.P.D. (IN)	RPM	MOTOR HP	ELECTRICAL			SONES	NOTES
							VOLTS/PH	MCA	MOCP		
EF-1	GREENHECK USF-12-B7	ROOM VENTILATION	550	0.5	1148	0.5	115/1	6.6	15	6.9	1, 2, 3
NOTES: 1. FAN SHALL RUN CONTINUOUSLY. 2. FAN SHALL BE COATED GALVANIZED CONSTRUCTION WITH ALUMINUM WHEEL, SPARK RESISTANT. 3. PROVIDE EC MOTOR WITH VARI-GREEN MANUAL SPEED CONTROL.											

GENERAL HVAC NOTES:

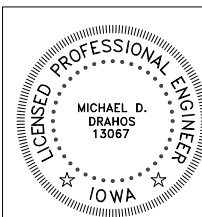
- A. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE BUILDING CODES ADOPTED BY THE STATE OF IOWA AND CITY OF MUSCATINE.
- B. INSTALL ALL EQUIPMENT PER THE MANUFACTURER'S RECOMMENDATIONS.
- C. PROVIDE SUFFICIENT CLEARANCE AROUND EQUIPMENT FOR MAINTENANCE.
- D. CONTRACTOR TO CUT AND PATCH WALLS, FLOORS, AND CEILINGS AS REQUIRED FOR INSTALLATION OF DUCTS AND EQUIPMENT.
- E. COORDINATE HANGER SUPPORT MATERIAL WITH STRUCTURAL CONDITIONS.
- F. COORDINATE INSTALLATION OF NEW WORK WITH ALL OTHER TRADES.
- G. COORDINATE EQUIPMENT POWER REQUIREMENTS WITH ELECTRICAL CONTRACTOR.

KEY

NEW WORK _____

EXISTING TO REMAIN _____

EXISTING TO BE REMOVED _____



I hereby certify that this engineering document was prepared by me or
under my direct personal supervision and that I am a duly licensed
Professional Engineer under the laws of the State of Iowa.

 10-11-2024

MICHAEL D. DRAHOS

Iowa Registration Number: 13067

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal:

H1

WPE# BI24027

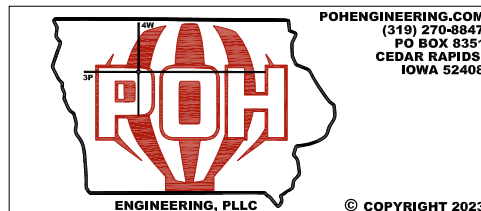
WPE **WEST PLAINS ENGINEERING, INC.**

215 2ND AVENUE SE, SUITE 200 • CEDAR RAPIDS, IA 52401

PHONE: (319) 365-0030 • FAX: (319) 365-4122

WWW.WESTPLAINSENGINEERING.COM

RAPID CITY, SD • SIOUX FALLS, SD • CASPER, WY • CEDAR RAPIDS, IA



WATERSMITH
ENGINEERING

[illegible]

CITY OF MUSCATINE	SUBMITTED BY:	MOD	CHD BY:	MOD	SOLICITATION NO.:	MOD
215 SYCAMORE STREET MUSCATINE, IA 52761	GILL				10117204	
	SUBMITTED BY:	MOD			CONTRACT NO.:	
WATERSMITH ENGINEERING	PLOT SCALE:		ISSUE DATE:		FILE NUMBER:	
1029 HERSHY AVE MUSCATINE, IA 52761						
	SIZE:		FILE NAME:			

HOUSER STREET LIFT STATION UPGRADE PROJECT
1301 HOUSER STREET
MUSCATINE, IOWA

HEATING & VENTILATION PLANS

SHEET
IDENTIFICATION
H1

Construction Cost Opinion - Final

BID ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Extended Cost
1	SANITARY SEWER BYPASS PUMPING	1	LS	\$ 15,000	\$ 15,000
2	DEMOLITION - WET WELL COVER	1	LS	\$ 2,000	\$ 2,000
3	ALUMINUM WET WELL COVER	28	SF	\$ 150	\$ 4,200
4	DEMOLITION - MECHANICAL	1	LS	\$ 10,000	\$ 10,000
5	JIB CRANE, WALL MOUNTED	1	LS	\$ 5,000	\$ 5,000
6	CORE DRILL, 10"	2	EA	\$ 500	\$ 1,000
7	DRYWELL SUBMERSIBLE PUMPS	2	EA	\$ 48,000	\$ 96,000
8	PLUG VALVE, 8"	1	EA	\$ 8,200	\$ 8,200
9	PLUG VALVE, 6"	4	EA	\$ 5,500	\$ 22,000
10	SWING CHECK VALVE, 6"	2	EA	\$ 10,000	\$ 20,000
11	GATE VALVE, MJ, 6"	1	EA	\$ 2,000	\$ 2,000
12	DI PIPE, FLANGED, 8"	14	LF	\$ 220	\$ 3,080
13	DI PIPE, FLANGED, 6"	8	LF	\$ 200	\$ 1,600
14	DI PIPE, FLANGED, 4"	2	LF	\$ 500	\$ 1,000
15	DI PIPE, MJ, 6"	16	LF	\$ 150	\$ 2,400
16	FITTINGS, DI, BASE ELBOW WITH CONCRETE PEDESTAL	2	EA	\$ 1,500	\$ 3,000
17	FITTINGS, DI, ELBOW, 6"	3	EA	\$ 650	\$ 1,950
18	FITTINGS, DI, REDUCER, 8"X6"	2	EA	\$ 750	\$ 1,500
19	FITTINGS, DI, ELBOW, 8"	1	EA	\$ 1,000	\$ 1,000
20	FITTINGS, DI, TEE, 8"	1	EA	\$ 2,000	\$ 2,000
21	TAPPING SLEEVE, 8"X6"	1	EA	\$ 2,000	\$ 2,000
22	PIPE SUPPORTS	3	EA	\$ 800	\$ 2,400
23	PAINTING, PIPE AND FITTINGS	1	LS	\$ 2,000	\$ 2,000
24	FLOW METER, 8"	1	EA	\$ 15,000	\$ 15,000
25	CONTROLS INTEGRATION	1	LS	\$ 15,000	\$ 15,000
26	DEMOLITION - HVAC	1	LS	\$ 2,000	\$ 2,000
27	UNIT HEATER	1	LS	\$ 6,500	\$ 6,500
28	EXHAUST FAN	1	LS	\$ 12,500	\$ 12,500
29	ELECTRICAL DEMOLITION	1	LS	\$ 5,000	\$ 5,000
30	SERVICE AND GENERATOR CONNECTION	1	LS	\$ 19,000	\$ 19,000
31	ELECTRICAL PANELS AND TRANSFORMER	1	LS	\$ 11,000	\$ 11,000
32	PUMP VFDS AND EQUIPMENT CONNECTION	1	LS	\$ 18,000	\$ 18,000
33	LIGHTING, RECEPTACLES, AND BRANCH CIRCUITS	1	LS	\$ 6,000	\$ 6,000
34	CONTROL CONDUIT AND WIRING	1	LS	\$ 6,000	\$ 6,000
35	TEMPORARY POWER CONNECTIONS DURING CONSTRUCTION	1	LS	\$ 8,000	\$ 8,000
36	MOBILIZATION	1	LS	\$ 30,000	\$ 30,000
37	CONVENTIONAL SEEDING	100	SY	\$ 4	\$ 400
Total					\$ 363,730
Rounded Total					\$ 364,000
DETAILS NOT ITEMIZED		%	5		\$ 18,200
Engineer's Opinion of Probable Construction Cost (Rounded)					\$ 382,000



City of Muscatine

ITEM NUMBER 2024-0484

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

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

SUBJECT

Resolution Accepting Completed Work Performed by Sulco LLC for the Weed Park Lagoon Project and Authorizing Final Payment of \$91,161.44, Including 5% Retainage to be Released 30 Days from the Date of this Acceptance.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a Resolution Accepting Completed Work Performed for the Weed Park Lagoon Project. The City has completed final inspection of the project and has deemed it to be in general conformance to the approved plans and specifications. The original contract with Sulzco LLC was for the amount of \$442,172.25. There was one net change order deduct in the amount of \$162.30. The retainage for this project is \$22,100.50.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Resolution Accepting Completed Work Performed and authorize release of retainage 30 days after approval.

BACKGROUND/DISCUSSION

Weed Park is a 64 acre City of Muscatine Park that was donated to the citizens of Muscatine by Dr. James and Mary Weed in 1899. There are two lagoons located on the north side of the park that are in need of repair. The project involves renovating the two lagoons and repairing and or replacing some of the existing amenities. This will include bank stabilization, observation deck replacement and or evaluation, lagoon dredging, trail development, duck island stabilization, repairing lagoon leaks, and addressing the drainage flow into the lagoons.

CITY FINANCIAL IMPACT

The FY 2023/24 approved budget allocated \$500,000.00 for this project including engineering fees. The contract to Sulzco LLC was in the amount of \$442,172.25. There was one project net deduct of \$162.30 bringing the final contractor cost to \$442,009.95.

ATTACHMENTS

1. AIS - Resolution Accepting Completed Work - Weed Park Lagoon Project

RESOLUTION NO. 2024-0484

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED
FOR THE WEED PARK LAGOON PROJECT
AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Weed Park Lagoon Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with Sulzco LLC for \$442,172.25 with one (1) change order deduct of \$162.30; and

WHEREAS, all work under the contract has been completed by Sulzco LLC and approved and accepted by the Project Manager and appears to meet the requirements of the Plans and Specifications heretofore adopted by this Council; and

WHEREAS, the amount of \$350,848.51 has been previously paid to Sulzco LLC and a balance of \$91,161.44 which includes the 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 \$69,060.94 to Sulzco LLC for completed and accepted work under the Weed Park Lagoon Project; thereafter make an additional payment of \$22,100.50, which represents the 5% retainage, thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 7TH DAY OF NOVEMBER, 2024.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

Cinda Hilger, Deputy City Clerk



City of Muscatine

ITEM NUMBER 2024-0490

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Blake Allington, Program Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Enter into a Contract with RecDesk LLC for Recreation Management Software for the Parks and Recreation Department at the Start-up Cost of \$9,500.00.

EXECUTIVE SUMMARY

Request to Enter into a Contract with RecDesk LLC for Recreation Management Software for the Parks and Recreation Department at the Start-up Cost of \$9,500.00

STAFF RECOMMENDATION

Staff recommends approval

BACKGROUND/DISCUSSION

The Parks and Recreation Department team currently uses the program ActiveNetwork, which has been in place since December 2006. The current software is out of date and has constant issues that City staff cannot remedy on their own. Both citizens and staff have complained about these constant issues and system shortcomings that impact the utilization of the software.

In early 2024, the Parks and Recreation team met with several different firms to preview new recreation management software and analyze the benefits of each program. Items taken into consideration included online and in-person registration, ability to reserve shelters and facilities, invoicing activity groups, and managing other financial items as needed.

RecDesk LLC, which represents the RecDesk management software, provided the simplest way for both citizens and staff to navigate, register, and more. The annual software cost would be \$8,300.00, with an additional one-time charge of \$1,200.00 to allow for the Geographical Information System (GIS) data to be included. This GIS addition would import address information for Muscatine City limits, allowing for the Parks and Recreation team to easily identify resident versus non-resident status for registering or reserving within the system.

The RecDesk software includes both an on-call team to answer questions in addition to a vast library of online help tools and videos to assist both citizens and staff if issues arise. They also have a support team constantly updating the software using user feedback and implementing those changes in a rapid fashion.

CITY FINANCIAL IMPACT

The initial start-up cost of \$9,500.00 would come from the FY24/25 Park budget. Future annual fees of \$8,300.00 will be funded through the Parks Operating budget.

ATTACHMENTS

1. RecDesk-Muscatine Agreement

**PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)
AGREEMENT BETWEEN MUSCATINE PARKS AND RECREATION, IA AND
RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 1st day of August, 2024 by and between RecDesk LLC, a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and MUSCATINE PARKS AND RECREATION, IA ("Customer").

1. **Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term.** The initial term of this agreement will be 10/1/2024 - 9/30/2025. This Agreement will terminate and without further obligation on the part of the Customer on 9/30/2025. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 10/1 and terminating on 9/30 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment.**

a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$8300** per year. This fee is payable at beginning of new annual term and based on estimated system utilization numbers (*i.e. Program Registrations, Reservations, Memberships, POS Transactions*) provided by The Customer in February 2024 (see attached *RecDesk Data Use Questionnaire*).

b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$400K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$400K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable in arrears on an annual basis (or on other mutually agreed upon period). If the Customer does not process more than \$400K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. **Training.**

1. Trainer-Led Online Training – \$0 (Included)
2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter

d. Data Migration and Financial System Integration (optional).

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time \$1200 fee

e. Other Fees

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent Community Portal Redesign/Refresh - \$0 - Every 3 years (includes - first three (3) hours -\$125 for each additional hour thereafter)

4. **Indemnification and Hold Harmless.** RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. **No Agency Relationship.** This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offeror. RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure.** RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Iowa and venue shall be exclusively in the state of Iowa.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

MUSCATINE PARKS AND RECREATION, IA

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance.** During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage
Professional Liability - \$1MM per claim
Cyber Liability - \$1MM per occurrence /\$1MM aggregate
Comprehensive General Liability
 Bodily Injury - \$1MM per occurrence /\$2MM aggregate
 Property Damage - \$1MM per occurrence /\$2MM aggregate

13. **Ownership of Software.** Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components,

programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty**. If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CUSTOMER

Name: _____ Signature: _____

Title: _____ Date: _____

RECDESK

Name: Michael J. Morris Signature: _____

Title: President Date: _____



City of Muscatine

ITEM NUMBER 2024-0489

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Request to Approve Annual Urban Renewal Report for Fiscal Year 2023/2024

EXECUTIVE SUMMARY

The State legislature requires local governments to complete and submit an annual report showing all activity in each of their urban renewal areas during the preceding fiscal year. The Iowa Department of Management developed an on-line reporting system to facilitate completion and submission of this information. The report is attached to this agenda item and includes the updated information for fiscal year 2023/2024. For fiscal year 2023/2024, the City paid a total of \$1,541,414 in TIF rebates to fourteen (14) businesses, made \$355,900 in debt payments on TIF funded general obligation bonds, and repaid \$570,165 on internal advances. These total to \$2,467,479 in TIF expenditures for the year.

STAFF RECOMMENDATION

The City Council is requested to approve this report and authorize its submission to the State.

BACKGROUND/DISCUSSION

The City of Muscatine had fourteen (14) active urban renewal (UR) areas in 2023/2024 including (1) Downtown, (2) Downtown SECO, (3) Southend, (4) Highway 38 Northeast including the amended Harrison/Colorado Street area, (5) the Fridley Theaters area, (6) the Iowa Reinvestment District area, (7) the North University area, (8) the WDS (White Distribution) area, (9) the Oak Park area, (10) the Arbor Commons area, (11) the Hershey Building area, (12) the Colorado Senior Lofts area, (13) the Steamboat Apartments area, and (14) the Carver Corner area. For each of these areas, the reporting system required the City's Urban Renewal Plan including amendments, urban renewal area map, and TIF ordinance to be uploaded into the system. For each of the UR areas, each project (public improvement, development agreement, internal loan, etc.) was required to be listed and all debt (including rebates, internal loans, and bond issues) were also entered into the system. Information was also required for each TIF rebate agreement – the date of the agreement, date of last required payment, and estimated balance remaining on the agreement including the current year amounts.

For fiscal year 2023/2024, the City paid a total of \$1,541,414 in TIF rebates to fourteen (14) businesses. Debt payments on TIF general obligation bonds totaled \$355,900. Payments on internal advances for administrative costs, the grant to the Chamber (GMCCI), the small business forgivable loan programs, and the first year of the City's Wayfinding project totaled \$570,165. TIF tax revenues for the year totaled \$2,560,231. The ending fund balances for each of the UR tax increment funds totaled \$657,674 and the computed net TIF debt outstanding as of June 30, 2024 totaled to \$17,401,692. This computed debt includes the balances remaining on TIF rebate agreements and principal and interest on TIF-related debt. Per the instructions for this report, the TIF debt outstanding includes the full amount of the TIF rebates, including those that are subject to annual appropriation.

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. Annual Urban Renewal Report FY 23-24

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: MUSCATINE
Local Government Number: 70G653

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MUSCATINE CITY DOWNTOWN URBAN RENEWAL	70001	1
MUSCATINE CITY SECO URBAN RENEWAL	70002	1
MUSCATINE CARVER CORNER URBAN RENEWAL	70003	0
MUSCATINE CITY NORTHEAST URBAN RENEWAL	70005	3
MUSCATINE CITY SOUTHEND URBAN RENEWAL	70006	11
MUSCATINE MALL URBAN RENEWAL	70012	1
MUSCATINE CITY NORTHEAST CEDAR DEVELOPMENT URBAN RENEWAL	70013	0
MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL	70014	1
MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL	70016	1
MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL	70018	1
MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL	70019	1
MUSCATINE CITY WHITE DIST URBAN RENEWAL	70020	1
MUSCATINE CITY OAK PARK URBAN RENEWAL AREA	70021	1
MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL	70022	1
MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL	70023	1
MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL	70024	1
MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA	70025	1

TIF Debt Outstanding: 20,526,845

TIF Sp. Rev. Fund Cash Balance		Amount of 07-01-2023 Cash Balance
as of 07-01-2023:		Restricted for LMI

TIF Revenue:	2,560,231	
TIF Sp. Revenue Fund Interest:	41,588	
Property Tax Replacement Claims	0	
Asset Sales & Loan Repayments:	0	
Total Revenue:	2,601,819	

Rebate Expenditures:	1,541,414	
Non-Rebate Expenditures:	926,065	
Returned to County Treasurer:	0	
Total Expenditures:	2,467,479	

TIF Sp. Rev. Fund Cash Balance		Amount of 06-30-2024 Cash Balance
as of 06-30-2024:		Restricted for LMI

Year-End Outstanding TIF		
Obligations, Net of TIF Special		
Revenue Fund Balance:		17,401,692

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY DOWNTOWN URBAN RENEWAL
 UR Area Number: 70001

UR Area Creation Date: 07/1994

UR Area Purpose: To foster economic development in the downtown area.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FD/REV DOWNTOWN UR TIF INCREM	700085	700108	5,505,641

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,282,980	6,767,190	0	0	11,050,170	0	11,050,170
Taxable	0	0	3,802,595	6,031,773	0	0	9,834,368	0	9,834,368
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 12,129 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 239,152
 TIF Sp. Revenue Fund Interest: 1,741
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 240,893

Rebate Expenditures: 0
 Non-Rebate Expenditures: 243,700
 Returned to County Treasurer: 0
Total Expenditures: 243,700

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 9,322 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY DOWNTOWN URBAN RENEWAL

Downtown Streetscape Project

Description:	Downtown Sidewalk, Street, and Storm Sewer Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Administrative Expenses

Description:	Payments made to General Fund for Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Chamber Economic Development Grant

Description:	Payments made to GMCCI for Economic Development
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY DOWNTOWN URBAN RENEWAL

Administrative Expenses

Debt/Obligation Type:	Internal Loans
Principal:	200,700
Interest:	0
Total:	200,700
Annual Appropriation?:	No
Date Incurred:	11/17/2022
FY of Last Payment:	2024

Chamber Economic Development Grant

Debt/Obligation Type:	Internal Loans
Principal:	43,000
Interest:	0
Total:	43,000
Annual Appropriation?:	No
Date Incurred:	11/17/2022
FY of Last Payment:	2024

Administrative Expenses

Debt/Obligation Type:	Internal Loans
Principal:	213,200
Interest:	0
Total:	213,200
Annual Appropriation?:	No
Date Incurred:	11/16/2023
FY of Last Payment:	2025

Chamber Economic Development Grant

Debt/Obligation Type:	Internal Loans
Principal:	43,000
Interest:	0
Total:	43,000
Annual Appropriation?:	No
Date Incurred:	11/16/2023
FY of Last Payment:	2025

Non-Rebates For MUSCATINE CITY DOWNTOWN URBAN RENEWAL

TIF Expenditure Amount:	200,700
Tied To Project:	Administrative Expenses
TIF Expenditure Amount:	43,000
Tied To Project:	Chamber Economic Development Grant

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

A prorated portion of the projects/debt in the Downtown TIF is funded from the SECO UR area.

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY DOWNTOWN URBAN RENEWAL (70001)
TIF Taxing District Name:	MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FD/REV DOWNTOWN UR
TIF INCREM	
TIF Taxing District Inc. Number:	700108
TIF Taxing District Base Year:	1993
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,282,980	6,767,190	0	0	11,050,170	0	11,050,170
Taxable	0	0	3,802,595	6,031,773	0	0	9,834,368	0	9,834,368
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,472,270	9,577,900	5,505,641	4,072,259	126,547

FY 2024 TIF Revenue Received: 239,152

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY SECO URBAN RENEWAL
 UR Area Number: 70002

UR Area Creation Date: 12/1971

UR Area Purpose: To foster the redevelopment of this blighted, deteriorated, and deteriorating area.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FIRE/SECO UR TIF INCREM	700059	700097	2,190,206

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,275,370	0	0	0	4,275,370	0	4,275,370
Taxable	0	0	3,808,123	0	0	0	3,808,123	0	3,808,123
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 0 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The projects and debt in the Downtown Urban Renewal area include those funded from the SECO UR area.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)	
Urban Renewal Area:	MUSCATINE CITY SECO URBAN RENEWAL (70002)	
TIF Taxing District Name:	MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FIRE/SECO UR TIF INCREM	
TIF Taxing District Inc. Number:	700097	
TIF Taxing District Base Year:	1973	
FY TIF Revenue First Received:	1981	
Subject to a Statutory end date?	No	
		UR Designation
		Slum No
		Blighted 12/1971
		Economic Development No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,275,370	0	0	0	4,275,370	0	4,275,370
Taxable	0	0	3,808,123	0	0	0	3,808,123	0	3,808,123
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	270,710	3,808,123	2,190,206	1,617,917	50,277

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CARVER CORNER URBAN RENEWAL
 UR Area Number: 70003

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	0	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	0	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY NORTHEAST URBAN RENEWAL
 UR Area Number: 70005

UR Area Creation Date: 10/1996

UR Area Purpose: To foster industrial development in original area and other economic development in expanded area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 10 UR TIF INCREM	700183	700184	0
MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 12 UR TIF INCREM	700193	700194	0
MUSCATINE CITY/MUSC SCH/MUSC FIRE/NE UR HARRISON INCREM	700212	700213	1,200,009

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,819,728	0	0	0	1,819,728	0	1,819,728
Taxable	0	0	1,584,730	0	0	0	1,584,730	0	1,584,730
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 19,784 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 37,291
 TIF Sp. Revenue Fund Interest: 1,116
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 38,407

Rebate Expenditures: 34,528
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 34,528

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 23,663 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY NORTHEAST URBAN RENEWAL

Harrison Lofts Dev Agreement

Description:	Payments to Harrison Lofts
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY NORTHEAST URBAN RENEWAL

Harrison Lofts Rebate

Debt/Obligation Type:	Rebates
Principal:	546,577
Interest:	0
Total:	546,577
Annual Appropriation?:	Yes
Date Incurred:	10/20/2016
FY of Last Payment:	2034

Rebates For MUSCATINE CITY NORTHEAST URBAN RENEWAL

1716 Bandag Drive

TIF Expenditure Amount:	34,528
Rebate Paid To:	Harrison Lofts, LLC
Tied To Debt:	Harrison Lofts Rebate
Tied To Project:	Harrison Lofts Dev Agreement
Projected Final FY of Rebate:	2034

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY NORTHEAST URBAN RENEWAL (70005)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 10 UR TIF INCREM
TIF Taxing District Inc. Number:	700184
TIF Taxing District Base Year:	2011
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2033

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2010

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,218,850	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY NORTHEAST URBAN RENEWAL (70005)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 12 UR TIF INCREM
TIF Taxing District Inc. Number:	700194
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	9,433,280	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY NORTHEAST URBAN RENEWAL (70005)
 TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/NE UR HARRISON INCREM
 TIF Taxing District Inc. Number: 700213

TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,819,728	0	0	0	1,819,728	0	1,819,728
Taxable	0	0	1,584,730	0	0	0	1,584,730	0	1,584,730
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	114,740	1,584,730	1,200,009	384,721	11,955

FY 2024 TIF Revenue Received: 37,291

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Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL
 UR Area Number: 70006

UR Area Creation Date: 07/1994

UR Area Purpose: To foster economic development in this urban renewal area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SOUTH END UR TIF INCREM	700078	700094	10,328,888
MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FD/REV SOUTH END TIF INCREM	700079	700109	125,882
MUSCATINE CITY/LOUISA-MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM	700134	700135	8,079,713
MUSCATINE CITY AG/LOUISA-MUSCATINE SCH/MUSCATINE FIRE/SE UR 03 TIF INCREM	700136	700137	95,158
MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FIRE/REV SE 03 UR TIF INCREM	700138	700139	294,682
MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM	700140	700141	5,103,196
MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE W-VIEW UR TIF INCREM	700191	700192	11,368,506
MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE WAL-VIEW II INCREM	700214	700215	5,526,357
MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE UNION TANK INCREM	700216	700217	0
MUSCATINE CITY/MUSC SCH/MUSC FIRE/GRANDVIEW SR LOFTS UR INCREM	700243	700244	536,846
MUSCATINE CITY/MUSC SCH/MUSC FIRE/MUSCO SPORTS LIGHTING UR INCREM	700245	700246	2,021,068

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,482,420	45,979,559	68,057,516	36,249,667	0	-62,968	151,706,194	0	151,706,194
Taxable	1,358,530	25,127,890	57,194,899	31,372,826	0	-62,968	114,991,177	0	114,991,177
Homestead Credits									205

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **329,709** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 1,340,016
 TIF Sp. Revenue Fund Interest: 28,098
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,368,114

Rebate Expenditures: 590,122
 Non-Rebate Expenditures: 682,365
 Returned to County Treasurer: 0
Total Expenditures: 1,272,487

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **425,336** **0** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY SOUTHEND URBAN RENEWAL

Wal-View Developments Dev. Agreement

Description:	Payments to Wal-View Developments
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Administrative Expenses

Description:	Payments to General Fund for Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Chamber Economic Development Grant

Description:	Payments to GMCCI for Economic Development
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Small Business Forgivable Loan Program

Description:	Annual Allocations for Small Business Forgivable Loan Program
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Wal-View Developments Development Agreement Project #2

Description:	Payments to Wal-View Developments Proj #2
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Code Compliance - Small Bus Forgivable Loan

Description:	Annual Alloc for Code Compliance Loan Program
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Dilapidated Bldg Rehab Forgivable Loan

Description:	Forgivable Loan for 500 Mulberry Rehab
Classification:	Commercial - retail

Physically Complete:	Yes
Payments Complete:	Yes

2nd Street Streetscaping

Description:	Street and Sidewalk Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Musco Sports Lighting Project #2

Description:	Payments to Musco Sports Lighting
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Riverfront Masterplan Project

Description:	Riverfront Amphitheater Project Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Grandview Senior Lofts

Description:	Grandview Senior Lofts
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Facade Improvements - Small Business Forgivable Loan

Description:	Annual Alloc for Facade Imp Loan Program
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Love's Travel Stop

Description:	Payments to Love's Travel Stop
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

City Wayfinding Program

Description:	City Wayfinding Program
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Musco Sports Lighting Expansion Project

Description:	Payments to Musco Sports Lighting
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Kent Pet Group, Inc

Description:	Payments to Kent Pet Group, Inc
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY SOUTHEND URBAN RENEWAL

Wal-View Developments Rebate

Debt/Obligation Type:	Rebates
Principal:	945,027
Interest:	0
Total:	945,027
Annual Appropriation?:	Yes
Date Incurred:	06/30/2013
FY of Last Payment:	2025

Wal-View Developments #2 Rebate

Debt/Obligation Type:	Rebates
Principal:	631,055
Interest:	0
Total:	631,055
Annual Appropriation?:	Yes
Date Incurred:	12/18/2014
FY of Last Payment:	2027

TIF Funded Portion of May 7, 2020 Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,482,300
Interest:	0
Total:	2,482,300
Annual Appropriation?:	No
Date Incurred:	05/07/2020
FY of Last Payment:	2030

Musco Sports Lighting Project #2

Debt/Obligation Type:	Rebates
Principal:	466,291
Interest:	0
Total:	466,291
Annual Appropriation?:	Yes
Date Incurred:	11/21/2019
FY of Last Payment:	2032

Grandview Senior Lofts

Debt/Obligation Type:	Rebates
Principal:	460,000
Interest:	0
Total:	460,000
Annual Appropriation?:	Yes
Date Incurred:	02/04/2021

FY of Last Payment: 2034

Small Business Forgivable Loan Program

Debt/Obligation Type: Internal Loans
Principal: 100,000
Interest: 0
Total: 100,000
Annual Appropriation?: No
Date Incurred: 11/16/2023
FY of Last Payment: 2024

Forgivable Loan Code Compliance Program

Debt/Obligation Type: Internal Loans
Principal: 50,000
Interest: 0
Total: 50,000
Annual Appropriation?: No
Date Incurred: 11/16/2023
FY of Last Payment: 2024

Forgivable Loan Downtown Facade Program

Debt/Obligation Type: Internal Loans
Principal: 100,000
Interest: 0
Total: 100,000
Annual Appropriation?: No
Date Incurred: 11/16/2023
FY of Last Payment: 2024

Riverfront Amphitheater

Debt/Obligation Type: Internal Loans
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 11/17/2022
FY of Last Payment: 2023

Love's Travel Stop

Debt/Obligation Type: Rebates
Principal: 1,130,000
Interest: 0
Total: 1,130,000
Annual Appropriation?: Yes
Date Incurred: 06/09/2022
FY of Last Payment: 2045

Small Business Forgivable Loan Program

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	No
Date Incurred:	11/07/2024
FY of Last Payment:	2025

Forgivable Loan Downtown Facade Program

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	11/07/2024
FY of Last Payment:	2025

City's Wayfinding Program

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	No
Date Incurred:	11/17/2022
FY of Last Payment:	2025

Non-Rebates For MUSCATINE CITY SOUTHEND URBAN RENEWAL

TIF Expenditure Amount:	100,000
Tied To Project:	Small Business Forgivable Loan Program
TIF Expenditure Amount:	50,000
Tied To Project:	Code Compliance - Small Bus Forgivable Loan
TIF Expenditure Amount:	100,000
Tied To Project:	Facade Improvements - Small Business Forgivable Loan
TIF Expenditure Amount:	355,900
Tied To Debt:	TIF Funded Portion of May 7, 2020 Bond Issue
Tied To Project:	2nd Street Streetscaping
TIF Expenditure Amount:	0
Tied To Project:	Riverfront Masterplan Project
TIF Expenditure Amount:	76,465
Tied To Debt:	Riverfront Amphitheater
Tied To Project:	City Wayfinding Program

Rebates For MUSCATINE CITY SOUTHEND URBAN RENEWAL

4815 55th Ave West

TIF Expenditure Amount:	347,693
Rebate Paid To:	Wal-View Developments
Tied To Debt:	Wal-View Developments Rebate
Tied To Project:	Wal-View Developments Dev. Agreement
Projected Final FY of Rebate:	2025

5101 Sevig Street

TIF Expenditure Amount:	167,045
Rebate Paid To:	Wal-View Developments
Tied To Debt:	Wal-View Developments #2 Rebate
Tied To Project:	Wal-View Developments Development Agreement Project #2
Projected Final FY of Rebate:	2027

21074 Stewart Road

TIF Expenditure Amount:	58,706
Rebate Paid To:	Musco Sports Lighting, LLC
Tied To Debt:	Musco Sports Lighting Project #2
Tied To Project:	Musco Sports Lighting Project #2
Projected Final FY of Rebate:	2032

1925 Grandview Ave

TIF Expenditure Amount:	16,678
Rebate Paid To:	Grandview Senior Lofts
Tied To Debt:	Grandview Senior Lofts
Tied To Project:	Grandview Senior Lofts
Projected Final FY of Rebate:	2033

Jobs For MUSCATINE CITY SOUTHEND URBAN RENEWAL

Project:	Wal-View Developments Dev. Agreement
Company Name:	Wal-View Developments Limited Company/GSTC Logistics
Date Agreement Began:	06/20/2013
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	750,000
Total Estimated Private Capital Investment:	18,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Wal-View Developments Development Agreement Project #2
Company Name:	Wal-View Developments Limited Company/GSTC Logistics
Date Agreement Began:	12/18/2014
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	12
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

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TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SOUTH END UR TIF INCREM
TIF Taxing District Inc. Number:	700094
TIF Taxing District Base Year:	1993
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,098,309	14,648,981	8,406,577	0	-11,112	33,142,755	0	33,142,755
Taxable	0	5,518,729	10,407,506	7,184,776	0	-11,112	23,099,899	0	23,099,899
Homestead Credits									48

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	13,249,636	19,904,231	10,328,888	9,575,343	297,558

FY 2024 TIF Revenue Received: 320,932

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FD/REV SOUTH END TIF INCREM
TIF Taxing District Inc. Number:	700109
TIF Taxing District Base Year:	1993
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	365,220	0	0	0	0	0	365,220	0	365,220
Taxable	334,698	0	0	0	0	0	334,698	0	334,698
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	132,745	232,475	125,882	106,593	2,180

FY 2024 TIF Revenue Received: 2,561

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TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/LOUISA-MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM
TIF Taxing District Inc. Number:	700135
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	27,811,880	8,071,000	7,942,070	0	-42,596	43,782,354	0	43,782,354
Taxable	0	15,199,232	6,817,561	6,805,131	0	-42,596	28,779,328	0	28,779,328
Homestead Credits									124

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	28,896,825	14,928,125	8,079,713	6,848,412	208,113

FY 2024 TIF Revenue Received: 245,531

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY AG/LOUISA-MUSCATINE SCH/MUSCATINE FIRE/SE UR 03 TIF INCREM
TIF Taxing District Inc. Number:	700137
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	273,860	0	0	0	0	0	273,860	0	273,860
Taxable	250,973	0	0	0	0	0	250,973	0	250,973
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	98,025	175,835	95,158	80,677	1,594

FY 2024 TIF Revenue Received: 1,881

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TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FIRE/REV SE 03 UR TIF INCREM
TIF Taxing District Inc. Number:	700139
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	843,340	0	0	0	0	0	843,340	0	843,340
Taxable	772,859	0	0	0	0	0	772,859	0	772,859
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	298,840	544,500	294,682	249,818	5,108

FY 2024 TIF Revenue Received: 6,026

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM
TIF Taxing District Inc. Number:	700141
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	1996
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	8,069,370	7,369,695	8,933,060	0	-9,260	24,362,865	0	24,362,865
Taxable	0	4,409,929	5,904,823	7,562,531	0	-9,260	17,868,023	0	17,868,023
Homestead Credits									33

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	14,943,439	9,428,686	5,103,196	4,325,490	134,416

FY 2024 TIF Revenue Received: 158,585

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TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE W-VIEW UR TIF INCREM
TIF Taxing District Inc. Number:	700192
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	25,034,800	0	0	0	25,034,800	0	25,034,800
Taxable	0	0	22,495,742	0	0	0	22,495,742	0	22,495,742
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	161,040	22,495,742	11,368,506	11,127,236	345,783

FY 2024 TIF Revenue Received: 353,281

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE WAL-VIEW II INCREM
TIF Taxing District Inc. Number:	700215
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	12,275,120	0	0	0	12,275,120	0	12,275,120
Taxable	0	0	11,030,163	0	0	0	11,030,163	0	11,030,163
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	310,200	11,030,163	5,526,357	5,503,806	171,033

FY 2024 TIF Revenue Received: 171,734

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TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE UNION TANK INCREM
TIF Taxing District Inc. Number:	700217
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,745,870	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/GRANDVIEW SR LOFTS UR INCREM
TIF Taxing District Inc. Number:	700244
TIF Taxing District Base Year:	2020
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	657,920	0	0	0	657,920	0	657,920
Taxable	0	0	539,104	0	0	0	539,104	0	539,104
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	115,520	539,104	536,846	2,258	70

FY 2024 TIF Revenue Received: 16,679

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TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/MUSCO SPORTS LIGHTING UR INCREM
TIF Taxing District Inc. Number:	700246
TIF Taxing District Base Year:	2020
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	10,967,960	0	0	10,967,960	0	10,967,960
Taxable	0	0	0	9,820,388	0	0	9,820,388	0	9,820,388
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	6,713,470	4,254,490	2,021,068	2,233,422	69,404

FY 2024 TIF Revenue Received: 62,806

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE MALL URBAN RENEWAL
 UR Area Number: 70012

UR Area Creation Date: 12/2006

UR Area Purpose: To provide assistance to the owner of the Muscatine Mall to undertake the development, renovation, and improvement of the Mall and adjacent commercial outlots.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE MUSC MALL UR TIF INCREM	700155	700156	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 0 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Due to a change in ownership of the Muscatine Mall, the City reached an agreement with the former owners to terminate the agreement. The FY 17 payment was the final payment on this rebate agreement. This TIF fund was closed out in FY 19.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE MALL URBAN RENEWAL (70012)
TIF Taxing District Name:	MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE MUSC MALL UR TIF INCREM
TIF Taxing District Inc. Number:	700156
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2010
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2006

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	9,216,520	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY NORTHEAST CEDAR DEVELOPMENT URBAN RENEWAL
 UR Area Number: 70013

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

Base Increment
No. No. Increment
Value
Used

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 68,159 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 3,154
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 3,154

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 71,313 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL
 UR Area Number: 70014

UR Area Creation Date: 01/2010

UR Area Purpose: To foster industrial development and job retention in this area in accordance with local community objectives.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/HEINZ 2014 UR TIF INCREM	700189	700190	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

0

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

0

0

Amount of 06-30-2024 Cash Balance Restricted for LMI

Projects For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

H.J. Heinz Dev Agreement 2-20-14

Description:	Payments to H.J. Heinz
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Administrative Expenses

Description:	Payments to GEneral Fund for Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Non-Rebates For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Project:	Administrative Expenses

Rebates For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

Heinz Plant 1357 Isett Avenue

TIF Expenditure Amount:	0
Rebate Paid To:	H,J. Heinz Company LP
Tied To Project:	H.J. Heinz Dev Agreement 2-20-14
Projected Final FY of Rebate:	2021

Jobs For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

Project:	H.J. Heinz Dev Agreement 2-20-14
Company Name:	H.J. Heinz L.P.
Date Agreement Began:	02/20/2014
Date Agreement Ends:	06/30/2021
Number of Jobs Created or Retained:	106
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	24,000,000
Total Estimated Cost of Public Infrastructure:	0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The 5th and final payment on this TIF agreement was made in FY 2021.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL (70014)
 TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/HEINZ 2014 UR TIF INCREM
 TIF Taxing District Inc. Number: 700190
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2036

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2014

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	9,843,960	0	0	0	0

FY 2024 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL
 UR Area Number: 70016

UR Area Creation Date: 04/2012

UR Area Purpose: To provide economic development assistance to develop this area including new public infrastructure to support commercial development. The Fridley Theaters Inc. Project will add diversity and generate new opportunities and benefits by creating new jobs.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/FRIDLEY UR INCREM	700185	700186	1,831,593

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,554,920	0	0	0	3,554,920	0	3,554,920
Taxable	0	0	2,995,778	0	0	0	2,995,778	0	2,995,778
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **55,030** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 56,918
 TIF Sp. Revenue Fund Interest: 2,776
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 59,694

Rebate Expenditures: 52,357
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 52,357

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **62,367** **0** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

Fridley Theaters Dev Agreement

Description:	Payments to R.L. Fridley Theaters Inc.
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

R.L. Fridley Theaters Inc. Rebate

Debt/Obligation Type:	Rebates
Principal:	978,003
Interest:	0
Total:	978,003
Annual Appropriation?:	No
Date Incurred:	06/21/2012
FY of Last Payment:	2030

R.L. Fridley Theaters Inc. Outlot Rebate

Debt/Obligation Type:	Rebates
Principal:	1,500,000
Interest:	0
Total:	1,500,000
Annual Appropriation?:	Yes
Date Incurred:	11/17/2022
FY of Last Payment:	2035

Rebates For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

3611 Palms Drive

TIF Expenditure Amount:	45,406
Rebate Paid To:	R.L. Fridley Theaters Inc.
Tied To Debt:	R.L. Fridley Theaters Inc. Rebate
Tied To Project:	Fridley Theaters Dev Agreement
Projected Final FY of Rebate:	2030

3611 Palms Drive - Outlot #1

TIF Expenditure Amount:	6,951
Rebate Paid To:	R.L. Fridley Theaters Inc.
Tied To Debt:	R.L. Fridley Theaters Inc. Outlot Rebate
Tied To Project:	Fridley Theaters Dev Agreement
Projected Final FY of Rebate:	2035

Jobs For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

Project:	Fridley Theaters Dev Agreement
Company Name:	R.L. Fridley Theatres, Inc. and Fridley Properties, LLC
Date Agreement Began:	06/21/2012
Date Agreement Ends:	06/30/2030
Number of Jobs Created or Retained:	20
Total Annual Wages of Required Jobs:	175,000
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	1,553,228

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

FY 2023/2024 was the 9th year of the 15 year rebate period for Fridley Theaters. This development agreement also provides for 10 years of rebates on the outlots.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL (70016)
 TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/FRIDLEY UR INCREM
 TIF Taxing District Inc. Number: 700186
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2034

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2012

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,554,920	0	0	0	3,554,920	0	3,554,920
Taxable	0	0	2,995,778	0	0	0	2,995,778	0	2,995,778
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	148,920	2,995,778	1,831,593	1,164,185	36,178

FY 2024 TIF Revenue Received: 56,918

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL
 UR Area Number: 70018

UR Area Creation Date: 12/2014

UR Area Purpose: To provide economic development assistance to develop a new downtown hotel and conference center. The Hotel project will add diversity and generate new opportunities and benefits for Muscatine and Iowa economies including creating new jobs.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/RIVERVIEW HOTEL UR TIF INCREM	700198	700199	17,008,111

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,266,140	17,562,924	0	0	-1,852	20,827,212	0	20,827,212
Taxable	0	1,784,949	15,375,634	0	0	-1,852	17,158,731	0	17,158,731
Homestead Credits									5

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **1,556** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 528,537
 TIF Sp. Revenue Fund Interest: 1,533
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: **530,070**

Rebate Expenditures: 528,537
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: **528,537**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **3,089** **0** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

**Projects For MUSCATINE CITY RIVERVIEW REINVESTMENT
DISTRICT URBAN RENEWAL**

Riverview Hotel Development Project

Description:	Hotel and Conference Facility
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL

Riverview Hotel Development Agreement

Debt/Obligation Type:	Rebates
Principal:	3,747,887
Interest:	0
Total:	3,747,887
Annual Appropriation?:	Yes
Date Incurred:	12/18/2014
FY of Last Payment:	2038

**Rebates For MUSCATINE CITY RIVERVIEW REINVESTMENT
DISTRICT URBAN RENEWAL**

119 W. Mississippi Drive

TIF Expenditure Amount:	528,537
Rebate Paid To:	Riverview Hotel Development
Tied To Debt:	Riverview Hotel Development Agreement
Tied To Project:	Riverview Hotel Development Project
Projected Final FY of Rebate:	2039

Jobs For MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL

Project:	Riverview Hotel Development
Company Name:	Project
Date Agreement Began:	Riverview Hotel Development
Date Agreement Ends:	12/18/2014
Number of Jobs Created or Retained:	06/01/2038
Total Annual Wages of Required Jobs:	70
Total Estimated Private Capital Investment:	1,888,000
Total Estimated Cost of Public Infrastructure:	41,000,000
	0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

FY 2023/2024 rebate is the 5th rebate year under this 20-year agreement.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL (70018)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/RIVERVIEW HOTEL UR TIF INCREM
TIF Taxing District Inc. Number:	700199
TIF Taxing District Base Year:	2014
FY TIF Revenue First Received:	2020
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2039

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2014

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,266,140	17,562,924	0	0	-1,852	20,827,212	0	20,827,212
Taxable	0	1,784,949	15,375,634	0	0	-1,852	17,158,731	0	17,158,731
Homestead Credits									5

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,820,953	17,008,111	17,008,111	0	0

FY 2024 TIF Revenue Received: 528,537

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL
 UR Area Number: 70019

UR Area Creation Date: 12/2014

UR Area Purpose: Economic development assistance
 in the form of tax increment rebate
 payments to the HNI Corporation
 to assist in the expansion of their
 facilities in this area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/HNI UR INCREM	700222	700223	3,473,710

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	19,081,430	0	0	19,081,430	0	19,081,430
Taxable	0	0	0	17,120,262	0	0	17,120,262	0	17,120,262
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	15,155	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
TIF Revenue:	107,947		
TIF Sp. Revenue Fund Interest:	1,201		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	109,148		
Rebate Expenditures:	103,863		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	103,863		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	20,440	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Projects For MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL

HNI Development Agreement

Description:	Payments to HNI Corporation
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL

HNI Corp Rebate Payments

Debt/Obligation Type:	Rebates
Principal:	3,513,885
Interest:	0
Total:	3,513,885
Annual Appropriation?:	Yes
Date Incurred:	02/09/2017
FY of Last Payment:	2029

Rebates For MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL

505 Ford Avenue

TIF Expenditure Amount:	103,863
Rebate Paid To:	HNI Corporation
Tied To Debt:	HNI Corp Rebate Payments
Tied To Project:	HNI Development Agreement
Projected Final FY of Rebate:	2029

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The project went on the tax rolls as of 1-1-18 with the first rebate payment in FY 2019/2020. The agreement provides for a 50% rebate for a 10-year period to a maximum of \$3,811,000.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL (70019)
 TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/HNI UR INCREM
 TIF Taxing District Inc. Number: 700223
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2017

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	19,081,430	0	0	19,081,430	0	19,081,430
Taxable	0	0	0	17,120,262	0	0	17,120,262	0	17,120,262
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	11,595,210	7,486,220	3,473,710	4,012,510	124,690

FY 2024 TIF Revenue Received: 107,947

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY WHITE DIST URBAN RENEWAL
 UR Area Number: 70020

UR Area Creation Date: 03/2018

UR Area Purpose: Economic development assistance in the form of tax increment rebate payments to White Distribution and Supply LLC (WDS) to assist in the expansion of their facilities in Muscatine.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/WHITE DIST UR INCREM	700224	700225	2,084,226

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	7,454,130	0	0	0	7,454,130	0	7,454,130
Taxable	0	0	6,549,643	0	0	0	6,549,643	0	6,549,643
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **13,047** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 64,768
 TIF Sp. Revenue Fund Interest: 1,066
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 65,834

Rebate Expenditures: 60,635
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 60,635

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **18,246** **0** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY WHITE DIST URBAN RENEWAL

White Distribution & Supply Development Agreement

Description:	TIF Rebate Economic Development Payments to WDS
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY WHITE DIST URBAN RENEWAL

White Distribution & Spply Rebate Payments

Debt/Obligation Type:	Rebates
Principal:	296,703
Interest:	0
Total:	296,703
Annual Appropriation?:	Yes
Date Incurred:	03/15/2018
FY of Last Payment:	2030

Rebates For MUSCATINE CITY WHITE DIST URBAN RENEWAL

3702 Park Avenue

TIF Expenditure Amount:	60,635
Rebate Paid To:	White Distributing Supply Inc
Tied To Debt:	White Distribution & Spply Rebate Payments
Tied To Project:	White Distribution & Supply Development Agreement
Projected Final FY of Rebate:	2030

Jobs For MUSCATINE CITY WHITE DIST URBAN RENEWAL

Project:	White Distribution & Supply Development Agreement
Company Name:	White Distribution & Supply LLC
Date Agreement Began:	03/15/2018
Date Agreement Ends:	06/30/2030
Number of Jobs Created or Retained:	15
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	6,000,000
Total Estimated Cost of Public Infrastructure:	0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The White Distribution project went on the tax rolls as of 1-1-19. The first rebate payment was made in in 2020/2021.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY WHITE DIST URBAN RENEWAL (70020)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/WHITE DIST UR INCREM
TIF Taxing District Inc. Number:	700225
TIF Taxing District Base Year:	2018
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	7,454,130	0	0	0	7,454,130	0	7,454,130
Taxable	0	0	6,549,643	0	0	0	6,549,643	0	6,549,643
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,941,350	4,512,780	2,084,226	2,428,554	75,468

FY 2024 TIF Revenue Received: 64,768

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY OAK PARK URBAN RENEWAL AREA
 UR Area Number: 70021

UR Area Creation Date: 07/2018

UR Area Purpose: To provide economic development assistance to developers of a senior living complex affordable to low and moderate income seniors consisting of 16 triplexes and a clubhouse.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/OAK PARK URB REN TIF INCREM	700229	700230	947,376

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,482,815	0	0	0	1,482,815	0	1,482,815
Taxable	0	0	1,281,509	0	0	0	1,281,509	0	1,281,509
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 3,244 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 29,440
 TIF Sp. Revenue Fund Interest: 434
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 29,874

Rebate Expenditures: 26,674
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 26,674

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 6,444 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY OAK PARK URBAN RENEWAL AREA

TIF Oak Park Inc. and JNB Oak Park LP Development Agreement

Description:	TIF Oak Park and JNB Oak Park Rebate
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY OAK PARK URBAN RENEWAL AREA

TIF Oak Park and JNB Oak Park Development Agreement

Debt/Obligation Type:	Rebates
Principal:	472,337
Interest:	0
Total:	472,337
Annual Appropriation?:	Yes
Date Incurred:	04/04/2019
FY of Last Payment:	2037

Rebates For MUSCATINE CITY OAK PARK URBAN RENEWAL AREA

913 Clubhouse Drive

TIF Expenditure Amount:	26,674
Rebate Paid To:	TIF Oak Park Inc and JNB Oak Park LP
Tied To Debt:	TIF Oak Park and JNB Oak Park Development Agreement
Tied To Project:	TIF Oak Park Inc. and JNB Oak Park LP Development Agreement
Projected Final FY of Rebate:	2037

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

This development agreement provides for TIF rebates for a 15 year period up to a maximum amount of \$497,445. The project completed in FY 2021. First rebate was made in FY 23.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY OAK PARK URBAN RENEWAL AREA (70021)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/OAK PARK URB REN TIF INCREM
TIF Taxing District Inc. Number:	700230
TIF Taxing District Base Year:	2019
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,482,815	0	0	0	1,482,815	0	1,482,815
Taxable	0	0	1,281,509	0	0	0	1,281,509	0	1,281,509
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	61,440	1,281,509	947,376	334,133	10,383

FY 2024 TIF Revenue Received: 29,440

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL
 UR Area Number: 70022

UR Area Creation Date: 11/2018

UR Area Purpose: To provide economic development assistance to the developer of a new residential subdivision to assist in funding costs of the public infrastructure for this subdivision.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/ARBOR COMMONS URB REN TIF INCREM	700231	700232	757,900

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,678,640	0	0	0	0	1,678,640	0	1,678,640
Taxable	0	917,376	0	0	0	0	917,376	0	917,376
Homestead Credits									2

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 23,557
 TIF Sp. Revenue Fund Interest: 330
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 23,887

Rebate Expenditures: 12,093
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 12,093

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 11,794 8,032 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL

NPSW Enterprises New Housing Subdivision Development Agreement

Description:	NPSW Rebate for Arbor Commons Public infrastructure
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL

NPSW TIF Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	750,000
Interest:	0
Total:	750,000
Annual Appropriation?:	Yes
Date Incurred:	12/06/2018
FY of Last Payment:	2043

Rebates For MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL

PO Box 1516 Muscatine, IA 52761

TIF Expenditure Amount:	12,093
Rebate Paid To:	NPSW Enterprises, LLC
Tied To Debt:	NPSW TIF Rebate Agreement
Tied To Project:	NPSW Enterprises New Housing Subdivision Development Agreement
Projected Final FY of Rebate:	2043

Income Housing For MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	8,032
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

This development agreement provides for a rebate up to the cost of the public infrastructure to a max of \$750,000 and that the developer can complete the project in up to 3 phases with each phase having a 10 year rebate period. Max total years is 20.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL (70022)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/ARBOR COMMONS URB REN TIF INCREM
TIF Taxing District Inc. Number:	700232
TIF Taxing District Base Year:	2019
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,678,640	0	0	0	0	1,678,640	0	1,678,640
Taxable	0	917,376	0	0	0	0	917,376	0	917,376
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	58,400	917,376	757,900	159,476	4,956

FY 2024 TIF Revenue Received: 23,557

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL
 UR Area Number: 70023

UR Area Creation Date: 04/2019

UR Area Purpose: Economic development assistance and blight alleviation for the redevelopment of the Hershey Building into a mixed use building including multi-residential and/or commercial/retail units to be owned and operated by the developer.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/HERSHEY BLDG URB REN TIF INCREM	700233	700234	2,144,341

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,357,145	1,010,205	0	0	0	3,367,350	0	3,367,350
Taxable	0	1,288,182	856,159	0	0	0	2,144,341	0	2,144,341
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **5,521** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 66,637
 TIF Sp. Revenue Fund Interest: 139
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 66,776

Rebate Expenditures: 66,637
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 66,637

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: **5,660** **0** **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL

Bush Development LLC and Hershey Property LLC Development Agreement

Description:	Bush Development and Hershey Property Tif Rebate
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL

Bush Development and Hershey Property TIF Rebate

Debt/Obligation Type:	Rebates
Principal:	536,880
Interest:	0
Total:	536,880
Annual Appropriation?:	Yes
Date Incurred:	05/02/2019
FY of Last Payment:	2031

Rebates For MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL

Hershey Building

TIF Expenditure Amount:	66,637
Rebate Paid To:	Bush Developement and Hershey Property
Tied To Debt:	Bush Development and Hershey Property TIF Rebate
Tied To Project:	Bush Development LLC and Hershey Property LLC Development Agreement
Projected Final FY of Rebate:	2031

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The development agreement for this project provides for 10 years of TIF rebates to a maximum of \$700,000. The first rebate was made in FY 2021/2022.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL (70023)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/HERSHEY BLDG URB REN TIF INCREM
TIF Taxing District Inc. Number:	700234
TIF Taxing District Base Year:	2019
FY TIF Revenue First Received:	0
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,357,145	1,010,205	0	0	0	3,367,350	0	3,367,350
Taxable	0	1,288,182	856,159	0	0	0	2,144,341	0	2,144,341
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	862,460	2,144,341	2,144,341	0	0

FY 2024 TIF Revenue Received: 66,637

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL
 UR Area Number: 70024

UR Area Creation Date: 02/2021

UR Area Purpose: To provide economic developemnt assistance to developers of a senior living complex, consisting of 51 units, to low and moderate income seniors.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/COLORADO SR LOFTS UR INCREM	700239	700240	2,122,842

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,417,630	0	0	0	2,417,630	0	2,417,630
Taxable	0	0	2,122,842	0	0	0	2,122,842	0	2,122,842
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 65,968
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 65,968

Rebate Expenditures: 65,968
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 65,968

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 0 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL

Colorado Senior Lofts

Description:	Colorado Senior Lofts
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL

Colorado Senior Lofts

Debt/Obligation Type:	Rebates
Principal:	460,000
Interest:	0
Total:	460,000
Annual Appropriation?:	Yes
Date Incurred:	02/04/2021
FY of Last Payment:	2034

Rebates For MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL

400 Colorado St, Muscatine, IA 52761

TIF Expenditure Amount:	65,968
Rebate Paid To:	Colorado Senior Lofts LLC
Tied To Debt:	Colorado Senior Lofts
Tied To Project:	Colorado Senior Lofts
Projected Final FY of Rebate:	2033

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The development agreement for this project provides for 10 years of TIF rebates to a maximum of \$460,000. The first rebate will be made in FY 2024/2025.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL (70024)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/COLORADO SR LOFTS UR INCREM
TIF Taxing District Inc. Number:	700240
TIF Taxing District Base Year:	2020
FY TIF Revenue First Received:	2024
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,417,630	0	0	0	2,417,630	0	2,417,630
Taxable	0	0	2,122,842	0	0	0	2,122,842	0	2,122,842
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	30,000	2,122,842	2,122,842	0	0

FY 2024 TIF Revenue Received: 65,968

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
 Urban Renewal Area: MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA
 UR Area Number: 70025

UR Area Creation Date: 02/2021

UR Area Purpose: To provide economic development assistance to developers of an apartment complex affordable to low and moderate income families. Complex will consist of forty-two rental units.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/STEAMBOAT APTS UR INCREM	700241	700242	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 0 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 0 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA

Steamboat Apartments

Description:	Steamboat Apartments
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA

JNB Family 1, LP

Debt/Obligation Type:	Rebates
Principal:	460,000
Interest:	0
Total:	460,000
Annual Appropriation?:	Yes
Date Incurred:	03/18/2021
FY of Last Payment:	2039

Income Housing For MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA

Amount of FY 2024 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

The development agreement for this project provides for 15 years of TIF rebates to a maximum of \$460,000. The first rebate will be made in FY 2024/2025.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024

0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	MUSCATINE (70G653)
Urban Renewal Area:	MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA (70025)
TIF Taxing District Name:	MUSCATINE CITY/MUSC SCH/MUSC FIRE/STEAMBOAT APTS UR INCREM
TIF Taxing District Inc. Number:	700242
TIF Taxing District Base Year:	2020
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	18,310	0	0	0	0

FY 2024 TIF Revenue Received: 0



City of Muscatine

ITEM NUMBER 2024-0487

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Request to Approve Annual Street Finance Report for Fiscal Year 2023/2024.

EXECUTIVE SUMMARY

Annually, cities in Iowa are required to complete and submit to the Iowa Department of Transportation (IDOT) the City Street Finance Report showing all street-related expenditures and related funding sources. For the fiscal year ended June 30, 2024, street-related expenditures (including capital projects, debt service payments on prior year street-related bonds, etc.) totaled \$6,677,044. The report attached to the agenda provides more details of the expenditures and funding sources and includes the forms required by the IDOT.

STAFF RECOMMENDATION

Staff recommends approval of this report and authorization to submit the report to the Iowa Department of Transportation by December 1, 2024, as required.

BACKGROUND/DISCUSSION

Street-related expenditures for the year totaled \$6,677,044. This includes \$6,272,144 paid from City funds and funding sources and \$404,900 of street lighting costs provided by Muscatine Power & Water. City paid expenditures include \$2,974,862 of street-related costs accounted for in the General Fund, a total of \$1,940,263 for street-related capital projects, and \$1,357,019 for debt service principal and interest on the street-related portions of outstanding bond issues. The capital projects funding amount includes \$615,345 for the Mississippi Drive/Grandview Corridor reconstruction project, \$44,500 for the annual street resurfacing program, \$46,421 for the Park Avenue 4-lane to 3-lane conversion project, \$24,764 for sidewalk projects, \$1,076,923 for the Fulliam Street project Phase 1, \$24,750 for the Lake Park bridge deck replacement, and \$107,560 for the Park Avenue bridge replacement.

A major funding source for street expenditures is Road Use Tax, which totaled \$3,361,388 for the year. State of Iowa DOT funds of \$1,144,457 were received for the Park Avenue 4-lane to 3-lane conversion project; Public Works charges for services totaled \$116,067; and \$61,031 in

interest was received. Property taxes of \$1,357,019 funded the principal and interest payments due on the street portions of previous bond issues.

CITY FINANCIAL IMPACT

None

ATTACHMENTS

1. Street Finance-RUT report FY2024



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
10/16/2024 10:58:27 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$784,704					\$784,704
Benefits - Roads/Streets		\$389,086					\$389,086
Training & Dues		\$9,225					\$9,225
Other Utilities		\$26,677					\$26,677
Payments to other agencies		\$25,483					\$25,483
Other Contract Services	\$108,001	\$156,325			\$1,502,756		\$1,767,082
Office Supplies		\$1,152					\$1,152
Operating Supplies		\$53,017					\$53,017
Other Capital Equipment		\$393,789					\$393,789
Other Capital Outlay		\$93,019					\$93,019
Principal Payment				\$1,158,958			\$1,158,958
Interest Payment				\$198,061			\$198,061
Street Lighting			\$404,900				\$404,900
Traffic Control/Safety		\$172,147					\$172,147
Snow Removal	\$7,842	\$309,132					\$316,974
Highway Engineering	\$224	\$228,120			\$437,507		\$665,851
Street Cleaning		\$216,919					\$216,919
Total	\$116,067	\$2,858,795	\$404,900	\$1,357,019	\$1,940,263		\$6,677,044



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
10/16/2024 10:58:27 AM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$1,357,019			\$1,357,019
Interest					\$61,031		\$61,031
State Revenues - Road Use Taxes		\$3,361,388					\$3,361,388
Other State Grants - IDOT					\$1,144,457		\$1,144,457
Local Contributions			\$404,900				\$404,900
Charges/fees	\$116,067				\$549,087	\$0	\$665,154
Total	\$116,067	\$3,361,388	\$404,900	\$1,357,019	\$1,754,575	\$0	\$6,993,949



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
10/16/2024 10:58:27 AM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
General Obligation 6-2-14	\$359,028	\$359,028	\$7,538	\$359,028	\$7,538	\$0
General Obligation 5-7-20	\$2,611,298	\$350,591	\$52,226	\$350,591	\$52,226	\$2,260,707
General Obligation 5-26-16	\$557,591	\$181,755	\$12,324	\$181,755	\$12,324	\$375,836
General Obligation 6-2-22	\$3,311,716	\$267,584	\$125,973	\$267,584	\$125,973	\$3,044,132
Total	\$6,839,633	\$1,158,958	\$198,061	\$1,158,958	\$198,061	\$5,680,675



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Dump Body for One Ton	2021	Purchased	\$16,774	No Change
4 X 4 Case 590SN Backhoe	2022	Purchased	\$81,897	No Change
9 Ft Western Striker Salt Box/Spreader	2022	Purchased	\$9,649	No Change
8Ft Western Steel Multi Position V Plow	2022	Purchased	\$8,459	No Change
Asphalt Hot Box/Recycler	2020	Purchased	\$109,074	No Change
Roadhog 48" Drum 202 HP Cold Planer #668	2018	Purchased	\$113,875	No Change
Freightliner MuniBody	2004	Purchased	\$88,710	No Change
GMC Dump Truck	2002	Purchased	\$48,595	No Change
GMC Dump Truck	2000	Purchased	\$54,019	No Change
Dump Truck	2017	Purchased	\$134,537	No Change
International/Vactor Flusher Truck	1997	Purchased	\$181,291	No Change
Case Backhoe	1994	Purchased	\$43,000	No Change
Nissan/Elgin Whirlwind Street Sweeper	2007	Purchased	\$171,432	Traded
Ford F350 Pickup Truck	2012	Purchased	\$34,983	No Change
Dimas Husquavarna Concrete Saw	2007	Purchased	\$13,750	No Change
Ford 1 Ton Flatbed Truck	2010	Purchased	\$29,300	No Change
Peterbilt Dump Truck	2014	Purchased	\$118,517	No Change
Peterbilt Dump Truck	2014	Purchased	\$110,374	No Change
Bomag Roller	2015	Purchased	\$35,976	No Change
Street Sweeper #651	2017	Purchased	\$197,000	No Change
Joint Sealing Machine	2012	Purchased	\$12,000	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
10/16/2024 10:58:27 AM

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere Loader	2010	Purchased	\$145,850	No Change
International Tandem Dump Truck	1994	Purchased	\$47,399	Traded
Case Backhoe	1995	Purchased	\$67,496	Traded
John Deere Grader	2002	Purchased	\$146,000	No Change
Ingersoll Rand Vibratory Roller	2000	Purchased	\$19,280	No Change
Front End Loader	2022	Purchased	\$215,592	No Change
OBD Leaf Machine	2006	Purchased	\$16,500	No Change
Freightliner Dump Truck	2020	Purchased	\$70,254	No Change
Tarco Leaf Machine	2000	Purchased	\$12,650	No Change
Tarco Leaf Machine	2000	Purchased	\$12,650	No Change
Cimline Concrete Saw	1996	Purchased	\$7,603	No Change
GMC 1 Ton Flatbed Truck	2000	Purchased	\$24,898	No Change
Tack Tank Skid Deck for Portable Hot Patching Trailer	2021	Purchased	\$8,860	No Change
Dump Body, Salt Box, Plow, Scraper	2020	Purchased	\$90,953	No Change
2021 Stainless Steel Dump Body	2021	Purchased	\$16,774	No Change
OBD Leaf Machine	2008	Purchased	\$21,528	No Change
International Camel Flusher Truck	2009	Purchased	\$300,039	No Change
OBD Leaf Machine	2006	Purchased	\$16,500	No Change
Freightliner Dump Truck	2007	Purchased	\$74,229	No Change
Graco Paint Machine	2005	Purchased	\$7,610	No Change
Henderson Dump Body #753	2019	Purchased	\$35,227	No Change
Ingersoll Rand Air Compressor	2000	Purchased	\$11,495	No Change
Case Endloader	1998	Purchased	\$86,250	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
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Description	Model Year	Usage Type	Cost	Purchased Status
John Deere Dozer	2023	Purchased	\$241,938	New
Elgin Pelican Street Sweeper	2023	Purchased	\$275,873	New

City Street Finance Report

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
New Sidewalk - 67th Avenue West	\$292,982	\$290,683	All American Concrete
Fulliam Ave Reconstruction Project	\$702,544	\$989,980	Heuer Construction
Grandview Ave Reconstruction	\$7,738,191	\$8,240,565	Heuer Construction



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Muscatine
10/16/2024 10:58:27 AM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$1,002,308	\$0	\$0	\$149,137	\$0	\$1,151,445
SubTotal Expenses (-)	\$116,067	\$2,858,795	\$404,900	\$1,357,019	\$1,940,263		\$6,677,044
Subtotal Revenues (+)	\$116,067	\$3,361,388	\$404,900	\$1,357,019	\$1,754,575	\$0	\$6,993,949
Ending Balance	\$0	\$1,504,901	\$0	\$0	(\$36,551)	\$0	\$1,468,350

Resolution Number:

Execution Date:

Signature:



City of Muscatine

ITEM NUMBER 2024-0488

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Nancy Lueck, Finance Director

SUBJECT

Request to Approve Fiscal Year 2023/2024 Annual Financial Report to the State of Iowa.

EXECUTIVE SUMMARY

Chapter 384.22 of the Iowa Code requires that cities in Iowa prepare and submit an annual financial report to the State Auditor's office in the format required by the State. The first page of the report is required to be published prior to the report's submission. This report includes all budgeted funds of the city and was prepared on the City's budget basis. An overview of the City's budget-basis year-end financial statements was presented at the October 9 In Depth meeting.

STAFF RECOMMENDATION

Council action is required to approve this report, authorize publication of the first page in the *Muscatine Journal*, and to submit the report to the State Auditor's office.

BACKGROUND/DISCUSSION

Attached is the City's annual financial report for the fiscal year ended June 30, 2024. This report includes all budgeted funds of the city and was prepared on the City's budget basis. An overview of the City's budget-basis year-end financial results was given at the October 9 In Depth meeting. The City's annual comprehensive financial report and audit will be released in early December.

Revenues and other financing sources totaled \$97,579,182 for the year and expenditures and other uses totaled \$88,153,372. Actual City expenditures in each functional area were within the budgeted amounts as required by the State.

CITY FINANCIAL IMPACT

None

ATTACHMENTS

1. AFR FY24 - State Report

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF MUSCATINE, IOWA DUE: December 1, 2024	
	16207000300000
	CITY OF MUSCATINE
	215 Sycamore
	MUSCATINE IA 52761-3840
	POPULATION: 23797

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	16,143,123		16,143,123	16,143,123
Less: Uncollected Property Taxes-Levy Year	1,009		1,009	0
Net Current Property Taxes	16,142,114		16,142,114	16,143,123
Delinquent Property Taxes	187		187	0
TIF Revenues	2,560,231		2,560,231	2,567,800
Other City Taxes	5,210,773	0	5,210,773	5,266,790
Licenses and Permits	628,213	20,790	649,003	553,600
Use of Money and Property	1,117,044	2,273,820	3,390,864	2,513,600
Intergovernmental	9,420,345	1,655,370	11,075,715	15,287,968
Charges for Fees and Service	607,437	16,397,758	17,005,195	16,551,800
Special Assessments	0	0	0	0
Miscellaneous	5,783,134	5,289,760	11,072,894	9,152,000
Other Financing Sources	9,417,790	0	9,417,790	10,551,000
Transfers In	10,086,859	10,967,557	21,054,416	21,849,999
Total Revenues and Other Sources	60,974,127	36,605,055	97,579,182	100,437,680
Expenditures and Other Financing Uses				
Public Safety	11,956,071		11,956,071	12,186,800
Public Works	3,278,642		3,278,642	3,551,700
Health and Social Services	60,000		60,000	60,000
Culture and Recreation	4,380,882		4,380,882	4,738,500
Community and Economic Development	6,446,326		6,446,326	8,352,100
General Government	3,666,492		3,666,492	3,887,523
Debt Service	2,861,131		2,861,131	2,951,509
Capital Projects	3,748,810		3,748,810	7,419,000
Total Governmental Activities Expenditures	36,398,354	0	36,398,354	43,147,132
BUSINESS TYPE ACTIVITIES		30,700,602	30,700,602	35,726,680
Total All Expenditures	36,398,354	30,700,602	67,098,956	78,873,812
Other Financing Uses	0	0	0	
Transfers Out	15,742,276	5,312,140	21,054,416	21,849,999
Total All Expenditures/and Other Financing Uses	52,140,630	36,012,742	88,153,372	100,723,811
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	8,833,497	592,313	9,425,810	-286,131
Beginning Fund Balance July 1, 2023	17,682,290	24,180,713	41,863,003	41,643,266
Ending Fund Balance June 30, 2024	26,515,787	24,773,026	51,288,813	41,357,135

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds -254,934	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2024	Amount	Indebtedness at June 30, 2024	Amount
General Obligation Debt	21,040,907	Other Long-Term Debt	0
Revenue Debt	7,374,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	86,167,073

CERTIFICATION			
The forgoing report is correct to the best of my knowledge and belief			
Signature of Preparer Printed name of Preparer Anthony Kies			Publication 11/9/2024
			Phone Number (563) 264-1550
Signature of Mayor or Mayor Pro Tem (Name and Title)			Date Signed

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CITY OF MUSCATINE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

GAAP / Modified

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes	1								1
Taxes levied on property	2	8,825,144	5,069,383	2,248,596			16,143,123		16,143,123
Less: Uncollected Property Taxes - Levy Year	3	815		194			1,009		1,009
Net Current Property Taxes	4	8,824,329	5,069,383	2,248,402		0	16,142,114		16,142,114
Delinquent Property Taxes	5		187				187		187
Total Property Tax	6	8,824,329	5,069,570	2,248,402		0	16,142,301		16,142,301
TIF Revenues	7		2,560,231				2,560,231		2,560,231
Other City Taxes									
Utility Tax Replacement Excise Taxes	8	33,263	19,118	7,847			60,228		60,228
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	413,802					413,802		413,802
Parimutuel Wager Tax	10						0		0
Gaming Wager Tax	11						0		0
Mobile Home Tax	12	20,939	11,382	4,940			37,261		37,261
Hotel / Motel Tax	13	585,232					585,232		585,232
Other Local Option Taxes	14		4,114,250				4,114,250		4,114,250
Total Other City Taxes	15	1,053,236	4,144,750	12,787		0	5,210,773	0	5,210,773
Section B - Licenses and Permits	16	628,213					628,213	20,790	649,003
Section C - Use of Money and Property	17								17
Interest	18	294,020	353,519	35,913		51,330	1,029,811	1,149,195	2,179,006
Rents and Royalties	19	87,233					87,233	1,124,625	1,211,858
Other Miscellaneous Use of Money and Property	20						0		0
	21						0		0
Total Use of Money and Property	22	381,253	353,519	35,913	253,441	51,330	1,117,044	2,273,820	3,390,864
Section D - Intergovernmental	24								24
Federal Grants and Reimbursements	26								26
Federal Grants	27	204,020	47,794		45,835		297,649	616,897	914,546
Community Development Block Grants	28		361,256				361,256		361,256
Housing and Urban Development	29		2,577,663				2,577,663	518,417	3,096,080
Public Assistance Grants	30						0		0
Payment in Lieu of Taxes	31						0		0
	32						0		0
Total Federal Grants and Reimbursements	33	204,020	2,986,713	0	45,835	0	3,236,568	1,135,314	4,371,882
	34								34

CITY OF MUSCATINE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

GAAP / Modified

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued									
State Shared Revenues	41								41
Road Use Taxes	43								43
	44	3,350,025					3,350,025		44
Other state grants and reimbursements	48								48
State grants	49	27,673	293,694				321,367	51,538	372,905 49
Iowa Department of Transportation	50				1,144,457		1,144,457	319,941	1,464,398 50
Iowa Department of Natural Resources	51						0		0 51
Iowa Economic Development Authority	52						0		0 52
CEBA grants	53						0		0 53
C&I Replacement and Tier I Business Tax Replacement	54	495,333	284,709	116,856			896,898		896,898 54
	55						0		0 55
	56						0		0 56
	57						0		0 57
	58						0		0 58
	59						0		0 59
Total State	60	523,006	3,928,428	0	1,144,457	0	5,712,747	371,479	6,084,226 60
Local Grants and Reimbursements									
County Contributions	63	59,469					59,469	117,177	176,646 63
Library Service	64	140,468					140,468		140,468 64
Township Contributions	65						0		0 65
Fire/EMT Service	66	26,788					26,788	31,400	58,188 66
School Resource Officer Reimbursement	67	175,836					175,836		175,836 67
Payment in Lieu of Taxes	68	38,971					38,971		38,971 68
Local Housing Trust	69		29,498				29,498		29,498 69
Total Local Grants and Reimbursements	70	441,532	29,498	0	0	0	471,030	148,577	619,607 70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	1,168,558	6,944,639	0	1,190,292	0	9,420,345	1,655,370	11,075,715 71
Section E - Charges for Fees and Service	72								72
Water	73						0		0 73
Sewer	74						0	7,467,732	7,467,732 74
Electric	75						0		0 75
Gas	76						0		0 76
Parking	77						0		0 77
Airport	78						0		0 78
Landfill/garbage	79						0	5,825,898	5,825,898 79
Hospital	80						0		0 80

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

GAAP / Modified

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued	81								81
Transit							0	136,876	82
Cable TV							0		83
Internet							0		84
Telephone							0		85
Housing Authority							0		86
Storm Water							0		87
Other:									88
Nursing Home							0		89
Police Service Fees	7,086						7,086		90
Prisoner Care							0		91
Fire Service Charges	72,188						72,188		92
Ambulance Charges							0	2,462,106	93
Sidewalk Street Repair Charges	17,485						17,485		94
Housing and Urban Renewal Charges	87,266						87,266		95
River Port and Terminal Fees							0		96
Public Scales							0		97
Cemetery Charges	50,405						50,405		98
Library Charges	3,996						3,996		99
Park, Recreation, and Cultural Charges	213,113						213,113	505,146	100
Animal Control Charges	1,100						1,100		101
Community Development Charges	152,451						152,451		102
Art Center Charges	2,347						2,347		103
Total Charges for Service	607,437	0	0	0	0	0	607,437	16,397,758	104
Section F - Special Assessments							0		106
Section G - Miscellaneous									107
Contributions	23,267	72,596			3,947,455		4,043,318	0	108
Deposits and Sales/Fuel Tax Refunds							0		109
Sale of Property and Merchandise	37,694	14,966			6,000		58,660	410,399	110
Fines	648,698						648,698	128,485	111
Internal Service Charges	751,796						751,796		112
Reimbursement of Expenses - Public Works	18,551						18,551		113
Reimbursement of Expenses - Art Center	59,348						59,348		114
Reimbursement of Expenses - Public Safety (Police & Fire)	25,535						25,535		115
Sales Tax Collections	314						314	146,892	116
Insurance Reimbursements	2,791	13,400			50,000		66,191	13,079	117
Reservations (Parks & Recreation)	53,575						53,575	4,590,905	118
Other Miscellaneous (including Health & Dental Employee Reimbursements)	18,198	31,372				7,578	57,148		119
Total Miscellaneous	1,639,767	132,334	0	0	4,003,455	7,578	5,783,134	5,289,760	120

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

GAAP / Modified

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121 14,302,793	16,644,812	2,601,819	2,413,958	5,447,188	58,908	41,469,478	25,637,498	67,106,976	121
Section H - Other Financing Sources	123									123
Proceeds of capital asset sales	124								0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125				9,417,790		9,417,790		9,417,790	125
Proceeds of anticipatory warrants or other short-term debt	126						0		0	126
Regular transfers in and interfund loans	127 6,638,134	838,779		127,201	1,548,648		9,152,762	10,967,557	20,120,319	127
Internal TIF loans and transfers in	128 232,545	250,000	8,032	355,900	87,620		934,097		934,097	128
	129						0		0	129
	130						0		0	130
Total Other Financing Sources	131 6,870,679	1,088,779	8,032	483,101	11,054,058	0	19,504,649	10,967,557	30,472,206	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 21,173,472	17,733,591	2,609,851	2,897,059	16,501,246	58,908	60,974,127	36,605,055	97,579,182	132
Beginning Fund Balance July 1, 2023	134 5,626,248	8,940,071	523,335	92,192	1,422,537	1,077,907	17,682,290	24,180,713	41,863,003	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 26,799,720	26,673,662	3,133,186	2,989,251	17,923,783	1,136,815	78,656,417	60,785,768	139,442,185	136

CITY OF MUSCATINE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024

GAAP / Modified

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	5,758,404	392,587					6,150,991		6,150,991	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	5,636,365	12,844					5,649,209		5,649,209	6
Ambulance	7							0		0	7
Building Inspections	8							0		0	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	155,871						155,871		155,871	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	11,550,640	405,431		0	0	0	11,956,071		11,956,071	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	219,062	1,331,680					1,550,742		1,550,742	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18							0		0	18
Traffic Control Safety	19		195,056					195,056		195,056	19
Snow Removal	20		411,972					411,972		411,972	20
Highway Engineering	21		370,239					370,239		370,239	21
Street Cleaning	22		492,792					492,792		492,792	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25							0		0	25
Administration	26		257,841					257,841		257,841	26
	27							0		0	27
Total Public Works	28	219,062	3,059,580		0	0	0	3,278,642		3,278,642	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36	60,000						60,000		60,000	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	60,000	0		0	0	0	60,000		60,000	39
Section D - Culture and Recreation	40										40
Library Services	41	1,264,888	68,164					1,333,052		1,333,052	41
Museum, Band, Theater	42	455,942	9,992					465,934		465,934	42
Parks	43	1,652,644	222,170					1,874,814		1,874,814	43
Recreation	44	320,757						320,757		320,757	44
Cemetery	45	239,166	129,200				300	368,666		368,666	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	17,659						17,659		17,659	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	3,951,056	429,526		0	0	300	4,380,882		4,380,882	50

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

GAAP / Modified

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53	43,950	799,861					843,811		843,811	53
Housing and urban renewal	54		2,613,013					2,613,013		2,613,013	54
Planning and zoning	55	1,070,588	27,500					1,098,088		1,098,088	55
Other community and economic development	56		350,000					350,000		350,000	56
TIF Rebates	57			1,541,414				1,541,414		1,541,414	57
	58							0		0	58
Total Community and Economic Development	59	1,114,538	3,790,374	1,541,414	0	0	0	6,446,326		6,446,326	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	576,962	19,341					596,303		596,303	61
Clerk, Treasurer, Financial Administration	62	776,647						776,647		776,647	62
Elections	63	5,124						5,124		5,124	63
Legal Services and City Attorney	64	156,454						156,454		156,454	64
City Hall and General Buildings	65	724,449	193,562					918,011		918,011	65
Tort Liability	66	404,591						404,591		404,591	66
Other General Government	67	60,860	12,240					73,100		73,100	67
Human Resources	68	269,813	7,920					277,733		277,733	68
Information Technology	69	427,195	31,334					458,529		458,529	69
Total General Government	70	3,402,095	264,397		0	0	0	3,666,492		3,666,492	70
Section G - Debt Service	71				2,861,131			2,861,131		2,861,131	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	2,861,131	0	0	2,861,131		2,861,131	74
Section H - Regular Capital Projects - Specify	75										75
Comm Development/Riverfront/Other Public Improvements	76					1,808,545		1,808,545		1,808,545	76
Streets & Sidewalks	77					1,940,265		1,940,265		1,940,265	77
Subtotal Regular Capital Projects	78	0	0	0	0	3,748,810	0	3,748,810		3,748,810	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0	0	0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	3,748,810	0	3,748,810		3,748,810	83
Total Governmental Activities Expenditures	84	20,297,391	7,949,308	1,541,414	2,861,131	3,748,810	300	36,398,354		36,398,354	84
(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

GAAP / Modified

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88										88
Capital Outlay	89										89
Debt Service	90										90
Sewer and Sewage Disposal - Current Operation	91								5,496,659	5,496,659	91
Capital Outlay	92								8,185,517	8,185,517	92
Debt Service	93								959,400	959,400	93
Electric - Current Operation	94										94
Capital Outlay	95										95
Debt Service	96										96
Gas Utility - Current Operation	97										97
Capital Outlay	98										98
Debt Service	99										99
Parking - Current Operation	100								188,018	188,018	100
Capital Outlay	101										101
Debt Service	102										102
Airport - Current Operation	103								112,801	112,801	103
Capital Outlay	104								140,278	140,278	104
Debt Service	105										105
Landfill/Garbage - Current operation	106								5,414,873	5,414,873	106
Capital Outlay	107								454,987	454,987	107
Debt Service	108										108
Hospital - Current Operation	109										109
Capital Outlay	110										110
Debt Service	111										111
Transit - Current Operation	112								1,522,914	1,522,914	112
Capital Outlay	113								601,138	601,138	113
Debt Service	114										114
Cable TV, Telephone, Internet - Current Operation	115										115
Capital Outlay	116										116
Housing Authority - Current Operation	117								1,103,881	1,103,881	117
Capital Outlay	118								157,299	157,299	118
Debt Service	119										119
Storm Water - Current Operation	120										120
Capital Outlay	121										121
Debt Service	122										122
Other Business Type - Current Operation	123								1,757,039	1,757,039	123
Capital Outlay	124								152,185	152,185	124
Debt Service	125										125
Internal Service Funds - Specify	126										126
Health & Dental Insurance	127								3,953,723	3,953,723	127
Internal Service Capital Project - PW Improvements	128								499,890	499,890	128
Total Business Type Activities	129								30,700,602	30,700,602	129

CITY OF MUSCATINE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 -- Continued

GAAP / Modified

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	20,297,391	7,949,308	1,541,414	2,861,131	3,748,810	300	36,398,354	30,700,602	67,098,956	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	995,232	8,393,381			5,377,107	42,459	14,808,179	5,312,140	20,120,319	132
Internal TIF loans/repayments and transfers out	133			934,097				934,097		934,097	133
	134							0		0	134
Total Other Financing Uses	135	995,232	8,393,381	934,097	0	5,377,107	42,459	15,742,276	5,312,140	21,054,416	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	21,292,623	16,342,689	2,475,511	2,861,131	9,125,917	42,759	52,140,630	36,012,742	88,153,372	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						1,055,497	1,055,497		1,055,497	140
Restricted	141	805	10,302,271	657,675	128,120	8,797,866	38,559	19,925,296		19,925,296	141
Committed	142							0		0	142
Assigned	143	353,754	28,702					382,456		382,456	143
Unassigned	144	5,152,538						5,152,538		5,152,538	144
Total Governmental	145	5,507,097	10,330,973	657,675	128,120	8,797,866	1,094,056	26,515,787		26,515,787	145
Proprietary	146								24,773,026	24,773,026	146
Total Ending Fund Balance June 30,	147	5,507,097	10,330,973	657,675	128,120	8,797,866	1,094,056	26,515,787	24,773,026	51,288,813	147
Total Requirements (Sum of lines 136 and 147)	148	26,799,720	26,673,662	3,133,186	2,989,251	17,923,783	1,136,815	78,656,417	60,785,768	139,442,185	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other	76,450		

Part IV
Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID			Amount
Total Salaries and Wages Paid			17,513,940.25

Part V Debt Outstanding, Issued, and Retired
Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2024						
Purpose	Line	Debt Outstanding JULY 1, 2023	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.								
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.	8,170,000	0	796,000	0		7,374,000		163,400
GO	10.	14,465,000	8,950,907	2,375,000	21,040,907				483,032
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		22,635,000	8,950,907	3,171,000	21,040,907	0	7,374,000	0	646,432

B. Short-Term Debt	Amount
Outstanding as of July 1, 2023	0
Outstanding as of JUNE 30, 2024	0

DEBT LIMITATION FOR GENERAL OBLIGATIONSPart VI
Actual valuation -- January 1, 2022

Amount	
1,723,341.465	x.05 = \$
86,167,073.25	

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2024

Type of asset	Amount				
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
	162,501			52,729,235	52,891,736
If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.					



City of Muscatine

ITEM NUMBER 2024-0492

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

John Kreuzenstein, Information Technology Manager

SUBJECT

Request to Approve the Issuance of A Purchase Order to Winsor Consulting, in the Amount of \$40,918.48, for Computer Server and Storage Products.

EXECUTIVE SUMMARY

As part of the FY2024/2025 budget, the City Council approved the expenditure of \$44,500 for replacement of the server hosts and storage for the primary VM farm. Bid solicitations were sent to 31 prospective vendors and 4 vendors submitted qualified responses. The low bid was submitted by Winsor Consulting of Buffalo, Iowa in the amount of \$40,918.48.

STAFF RECOMMENDATION

Issue a purchase order to Winsor Consulting of Buffalo, Iowa in the amount of \$40,918.48.

BACKGROUND/DISCUSSION

This hardware is to replace the current hosts and storage that were purchased in 2019.

List of all bids received

Winsor Consulting Group, LLC	Buffalo, Iowa	\$40,918.48
Tri-City Electric Company of Iowa	Davenport, Iowa	\$43,402.65
Southern Computer Warehouse	Marietta, Georgia	\$48,981.52
Anixter	Urbandale, Iowa	\$55,965.00

CITY FINANCIAL IMPACT

There is \$44,500.00 budgeted for replacement of the server hosts and storage for the primary VM farm. This bid includes a 6-year service contract for hardware. Six years should be considered the lifetime of this equipment.

ATTACHMENTS

1. Bid Tabulation by Line Item Spreadsheet

Event Number	2024-0077	Organization	City of Muscatine
Event Title	Computer Servers and Storage	Workgroup	Purchasing
Event Description	The City of Muscatine is requesting bids for	Event Owner	John Kreuzenstein
Event Type	Sealed Bid	Email	jkreuzenstein@muscatineiowa.gov
Issue Date	10/17/2024 04:30:02 PM (CT)	Phone	1 (563) 264-1550 x130
Close Date	10/30/2024 02:00:00 PM (CT)	Fax	1 (563) 264-0750

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Winsor Consulting Group, LLC.	Buffalo	IA	10/28/2024 09:20:19 AM (CT)	4	\$40,918.48
Tri-City Electric Company of Iowa	Davenport	IA	10/30/2024 12:10:05 PM (CT)	4	\$43,402.65
Southern Computer Warehouse	Marietta	GA	10/30/2024 08:02:10 AM (CT)	4	\$48,981.52
Anixter	Urbandale	IA	10/30/2024 06:20:22 AM (CT)	4	\$55,965.00

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

1	Lenovo ThinkSystem SR630 V3					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Southern Computer Warehouse	2	EA		\$9,131.16	\$18,262.32
	Winsor Consulting Group, LLC.	2	EA		\$9,591.92	\$19,183.84 We have the support built into this for 6 years
	Tri-City Electric Company of Iowa	2	EA		\$9,605.71	\$19,211.42
	Anixter	2	EA		\$12,727.00	\$25,454.00
2	Lenovo ThinkSystem DE4000H Hybrid Flash Array SFF Gen2					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Southern Computer Warehouse	1	EA		\$17,504.46	\$17,504.46
	Winsor Consulting Group, LLC.	1	EA		\$19,278.80	\$19,278.80
	Tri-City Electric Company of Iowa	1	EA		\$20,087.23	\$20,087.23
	Anixter	1	EA		\$24,561.00	\$24,561.00
3	6th Year Post Warranty 24x7 - 4Hour Response Time + YourDrive YourData (YDYD) for Lenovo ThinkSystem SR630 V3					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Winsor Consulting Group, LLC.	2	EA		\$0.00	\$0.00 We were able to get 6 years built into the Service Agreement
	Anixter	2	EA		\$1,016.00	\$2,032.00
	Tri-City Electric Company of Iowa	2	EA		\$1,296.00	\$2,592.00
	Southern Computer Warehouse	2	EA		\$5,077.34	\$10,154.68
4	Premier Essential - 6th Year Post Warranty 24x7 - 4 Hour Response Time with YourDrive YourData (YDYD) for Lenovo ThinkSystem DE4000H Hybrid Flash Array SFF Gen2					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Tri-City Electric Company of Iowa	1	EA		\$1,512.00	\$1,512.00
	Winsor Consulting Group, LLC.	1	EA		\$2,455.84	\$2,455.84
	Southern Computer Warehouse	1	EA		\$3,060.06	\$3,060.06
	Anixter	1	EA		\$3,918.00	\$3,918.00

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Manufacturer	Manufacturer #										
Lenovo											
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Lenovo											
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Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Winsor Consulting Group, LLC.	Ryan Harvey	rharvey@winsorgroup.com	
Tri-City Electric Company of Iowa	Brien Rakoci	bid@tricityelectric.com	
Southern Computer Warehouse	Christine Sandrino	scwbids@scw.com	
Anixter	Paul Keller	paul.keller@wescodist.com	



City of Muscatine

ITEM NUMBER 2024-0467

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve Contract with Bolton & Menk, Inc. Not to Exceed \$57,500.00, to Engineer and Manage the Sidewalk Project for the Ignite Vitality: Mulberry, a Neighborhood Revitalization Project.

EXECUTIVE SUMMARY

The Ignite Vitality: Mulberry project team issued a request for proposals for engineering firms to design and manage reconstruction of sidewalk between 6th and 10th streets on the east side of Mulberry Avenue as part of the neighborhood project. Seven responses were received and reviewed by the project team. Bolton and Menk received the highest score and the attached contract for services at a cost not to exceed \$57,500 was negotiated.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution to award the contract to Bolton & Menk.

BACKGROUND/DISCUSSION

Following the 2021 Housing Summit, Iowa Economic Development Authority (IEDA) Director Debbie Durham contacted the Housing Council and asked that we develop a pilot project focused on revitalizing a block that was 1) near downtown; 2) would have a high visibility impact; and 3) would be replicable in other communities. After a number of discussions with IEDA staff, the target area was established to include a portion of Census Tract 508 between 5th and 8th streets on the north and south and Cedar and Poplar streets on the east and west. In addition, the range of plans was revised to include:

- Housing repairs,
- Removal of derelict properties,
- Commercial façade upgrades, and
- Infrastructure projects such as:
 - Living streets,
 - Sidewalk improvements,

- Pocket park,
- Publicly available Wi-Fi, and
- Street trees.

The overall project is primarily funded through the Community Development Block Grant program, which requires a 20% local match being provided by the Community Foundation, MCSA, the City, and a forgivable loan from the Nuisance and Abandoned Property Program. In addition, Rotary has given the project a \$5,000 grant to incorporate accessory/sensory components into the park. Since the grant was awarded in March 2023, the project team has been working on compliance requirements that had to be completed before procurement and physical work could begin. We have now issued a number of requests for proposals (RFP) and are ready to award contracts.

Earlier this year, an RFP for engineering services related to constructing a consistent sidewalk between 6th and 10th streets along the east side of Mulberry Avenue was issued, and seven responses were received. All responses were reviewed by the project team, including Kevin Coon, City Engineer. Bolton & Menk had the highest score and was engaged in contract negotiations. The attached contract outlines the scope of services to be provided at a price not to exceed \$57,500 with the project to be completed by December 31, 2025.

CITY FINANCIAL IMPACT

There is no financial impact to the general fund to award this contract. All funding for sidewalk construction is from CDBG. All match funds required for the overall project have already been committed.

ATTACHMENTS

1. Mulberry Neighborhood Sidewalk Professional Services Agreement (1)

AGREEMENT FOR PROFESSIONAL SERVICES
MULBERRY AVENUE SIDEWALK RECONSTRUCTION
CITY OF MUSCATINE and BOLTON & MENK, INC.

This Agreement, made this _____ day of _____, 2024, by and between the City of Muscatine, (“CLIENT”), and BOLTON & MENK, INC., 401 1st Street SE, Cedar Rapids, IA 52401, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with the Mulberry Avenue Sidewalk Reconstruction (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services. Total cost of services shall not exceed \$57,500 without the prior consent of CLIENT.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-248
Project Manager	\$145-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-168
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-170
Landscape Architect	\$120-148
Landscape Designer	\$100-135
Licensed Project Surveyor	\$160-195
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$90-168
Specialist*	\$95-205
Practice Expert**	\$225-308
Senior Principal	\$195-308
Principal	\$160-235
Administrative/Corporate Specialists	\$75-120
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has

been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of

CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.

3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.

5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information

provided to the CLIENT shall be on an “AS IS” basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons

seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. ACCESS AND MAINTENANCE OF RECORDS

The CONSULTANT must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa. At any time during normal business hours and as frequently as is deemed necessary, the CONSULTANT shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

U. CIVIL RIGHTS

The CONSULTANT must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352)
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity for Housing
- Iowa Civil Rights Act of 1965
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309)
Provides that no person shall be excluded from participation in be denied benefits of, or be subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title 1 of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C.1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794)
Provides that no otherwise qualified individual shall solely be reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

V. CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. "

W. RECYCLE MATERIALS

The CONSULTANT agrees to comply with all requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(6) – Recycled Product and Content which states: When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specification shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient is seeking the product can document that the use of recovered materials will impede the intended use of the products.

X. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The CONSULTANT must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

During the performance of this contract, the CONSULTANT agrees as follows:

- 1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religions, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religions, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religions, sex, or national origin.
- 3) The CONSULTANT will send to each labor union or representative of workers with which he collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The CONSULTANT will comply with all provision of the Executive Order No. 11246 of September 24, 1965, and of all the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The CONSULTANT will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and of all the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the even of the CONSULTANT's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The CONSULTANT will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations and relevant orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.


Adrian Holmes, P.E., CFM

Principal Engineer

EXHIBIT I

SCOPE OF SERVICES

The Scope of Services to be performed by the Consultant shall include the Services and supplies to complete the following tasks in order to maintain alignment with the construction schedule put forth by the City.

Objective: This scope of services outlines the Engineering Services required to complete one bid package for construction in summer 2025, for the reconstruction of the sidewalk along the east side of Mulberry Avenue from 6th Street to 10th Street. The new sidewalk will be 6 feet wide and be located within the existing street right of way.

The Project includes the following elements:

1. Complete sidewalk removal and reconstruction of the sidewalk within the project limits
2. Removal and reconstruction of pedestrian curb ramps within the project area and adjacent to the project to create ADA compliant receiving ramps
3. Select removal and reconstruction of driveways and roadways where cross slope currently does not meet ADA requirements
4. Minor adjustment of storm intakes and select replacement of existing storm sewer pipe

The Scope of Services to be performed by the Consultant shall include the Services and supplies to complete the following tasks:

1. Attend and lead two public information meetings
2. Sidewalk reconstruction design
3. Minor storm sewer modification design
4. Private property right of entry agreements

Services not included under this contract include, but are not limited to the following:

1. Property acquisition assistance other than preparation of right of entry agreements
2. Geotechnical investigations or pavement cores
3. Subsurface utility investigations
4. Structural design of custom retaining walls or any other structures
5. Public outreach assistance other than leading and attending two public meetings and individual property owner meetings as outlined below
6. Design of roadway other than minor patching needed to achieve ADA compliance
7. Design of utilities other than minor storm sewer adjustments of more than 5 structures, realignment of more than 50 feet of pipe, storm sewer sizing or capacity calculations
8. Design of any utility relocations other than storm sewer
9. Environmental compliance, clearances, permitting, or Environmental Review Record (Environmental Assessment and Environmental Review Record has been completed by Bi-State Regional Commission)

TASK A - CONTRACT MANAGEMENT

1.0 Project Administration

1.1 Monitoring Project Schedule

The Consultant shall prepare and submit monthly email updates (1-page or less) or conduct monthly meetings outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, overall project status and information needed from the City. The Consultant shall inform the City of any delays, and their cause. If design work is not progressing in a manner to comply with the anticipated completion date, the Consultant shall provide a brief summary of the actions to be taken, by the Consultant or City, to reduce or eliminate any delays in completing the design in

accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the City with a desired response date noted to avoid delay of the Consultant's services.

1.2 Monitoring Project Scope

This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The Consultant shall inform the City of any rework necessary or other services required which may not be included in the scope of the design services contract approved by the City for this Project. It will be the responsibility of the Consultant to make the City aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the City are eligible for compensation.

1.3 Project Review Meetings

The Consultant shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Each meeting shall be held within one (1) week of receiving comments from the City. The Consultant shall keep documentation of all communications.

The following meetings are included with the scope of work for each bid package:

1. Preliminary Design
2. Final Design

1.4 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

1.5 Invoice Processing and Review

Create, process, and review invoices to ensure they meet City standards and all necessary information is included. Coordinate with City staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

TASK B – SURVEY AND MAPPING

1.0 Design Surveys

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping, including utilities, of the Project area. The specific survey tasks to be performed include the following:

1.1 Control Surveys

The Consultant will establish horizontal and vertical control for the Project area in accordance with SUDAS Standards. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. Consultant shall provide sufficient control for construction.

1.2 Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

1. Full width of the public right-of-way
2. Private properties as determined by the Consultant
3. Driveway elevations where sidewalk reconstruction presents elevation concerns
4. Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
5. Fences, signs, buildings, retaining walls, etc.
6. Vegetation 4" diameter and larger
7. Utility appurtenances likely to be impacted by the project
8. Sanitary and storm sewer above ground structures, invert elevations, and structure inventories

1.3 Utility Surveys

Public and private utility facilities will be identified through the Iowa One Call process. The Consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level "B", per CI/ASCE 38-02 when utilities are surveyed from field markings. Utilities not field marked may be included from mapping using quality level "D". Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

1.4 Right-of-Way Surveys and Right of Entry Descriptions/Exhibits

The Consultant shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown in contract drawings. The Consultant shall prepare right of entry letters and exhibits showing right of entry limits and proposed work adjacent to and within the private property. The project will not include any temporary construction easements or acquisition of any permanent property rights.

The following lists estimated number of documents:

1. Right-of-way (fee title; plat signed by an LS) – 0
2. Permanent easement (plat signed by an LS) – 0
3. Temporary easement (exhibit no LS signature required) – 0
4. Right of entry exhibit; no LS signature required) – 28

TASK C – PRELIMINARY DESIGN

The Consultant shall review reconstruction design criteria to be used in developing preliminary plans. Criteria will conform to SUDAS. The criteria to be addressed shall include:

1. ADA sidewalk ramp compliance locations and needs
2. Potential surface drainage concerns
3. Preliminary construction staging concept
4. Property owner impacts: access, parkway grading, impacted landscaping, mailboxes, driveway concerns, etc. Property impacts are limited to those within the public right-of-way and in areas of proposed right of entry.
5. Opinion of probable construction costs

1.0 Preliminary Plans

1.1 Preliminary Plan Preparation

City comments shall be received within two (2) weeks of receipt of submittal from the CONSULTANT to avoid delays to the Project. After approval from the City of the Preliminary Design developed under Task C, the Consultant shall proceed with the development of Preliminary Plans based upon the approved preliminary design. No geometric revisions to the sidewalk layout design or typical section will occur after the start of the development of the Preliminary Plans.

Preliminary Level Plans shall be completed to provide the City the detail necessary to evaluate and budget for ultimate project improvement goals including reconstruction of sidewalk, ADA sidewalk ramp compliance, storm sewer adjustments, and an understanding of property impacts. The following specific design items are to be included:

1. Sidewalk layout
2. Typical sidewalk sections
3. Sidewalk profile
4. Existing ROW lines and right of entry needs
5. Grading limits
6. Cross-sections
7. Storm sewer system modifications
8. Existing utilities as located by Iowa One Call
9. Staging plan

Preliminary Plans shall be completed to provide the City the level of detail necessary to evaluate and budget for ultimate project improvement goals including sidewalk reconstruction, ADA sidewalk ramp compliance, and private property impacts.

1.2 Preliminary Opinion of Probable Construction Cost

Prepare a preliminary opinion of probable construction cost for the project. Preliminary cost estimates shall be based on representative major project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

1.3 Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

1.4 Field Exam

A Field Exam will be held with the Project Development Team to discuss key issues. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the Final Plans.

1.5 Deliverables

1. Electronic set of plans
2. Cover sheet with designer initials and reviewer initials after completion of Quality Control
3. Private property right of entry needs
4. Identification of any needed Special Provisions
5. Cost Opinion

TASK D – FINAL DESIGN AND PLAN DEVELOPMENT

1.0 Check Plans

City comments shall be received within two (2) weeks of receipt of submittal from the CONSULTANT to avoid delays to the Project. After written authorization of approval from the City of the Preliminary Plans developed under Task B, the Consultant shall proceed with the development of Check Plans. Upon completion, the design plans will be 100% complete.

90% complete check level plans shall be completed in preparation of the letting. The following specific design items are to be included:

1. Title Sheet
2. Typical Sections
3. Quantity estimate and estimate reference information
4. General notes
5. Sidewalk Plan and profile sheets
6. General site plan
7. Removal limits plan
8. Traffic control plan
9. Erosion control/pollution prevention plan
10. Staging plan
11. Construction details

1.1 Incorporate Comments from the Preliminary Plan Review

The Consultant will respond to comments resulting from City Plan Review. Recommended modifications will be incorporated into the plan set.

1.2 Check Plan Preparation

The Consultant will prepare check plans for the project. This item consists of the design and drafting of miscellaneous details not included in the other items.

1.3 Update of Special Provisions

The Consultant will update special provisions for the project resulting from City review.

1.4 Opinion of Probable Construction Cost

The Consultant shall prepare a final opinion of probable construction cost for the project. The cost estimate shall be based on representative major project elements and recent bid information. The Consultant shall budget and review bid items and quantities associated with the project.

1.5 Quality Control Review

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of check plans and documents for each project segment including roadway and traffic phasing. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the intermediate plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

1.6 Deliverables

1. Electronic set of Check plans
2. Cover sheet with designer initials and reviewer initials after completion of Quality Control
3. Electronic copy of City design comments and how each comment was addressed
4. Cost Opinion

2.0 Print Documents / Final Plans

City comments shall be received within one (1) week of receipt of submittal from the CONSULTANT to avoid delays to the Project. Consultant will proceed with working on Print Documents Final Plans during the City review of the Check Plans developed under Task C.

2.1 Incorporate Comments from Check Plan Review

The Consultant will respond to comments resulting from City Plan review. Recommended modifications will be incorporated into the plan set.

2.2 Opinion of Probable Construction Cost

Prepare opinion of probable construction cost for the project. Final cost opinion shall include all project elements. Quantity takeoffs will be developed for the final cost estimate.

2.3 Contract Documents

The Consultant will complete and submit contract documents in accordance with the City critical path schedule.

2.4 Permitting

No permits are expected to be required for this project.

TASK E – LETTING SERVICES

1.0 Letting Services

The work tasks to be performed or coordinated by the Consultant during the Bid Period Services are based on the bid lettings for two separate construction projects and shall include the following:

1.1 Deliverables

Hard Copies:

1. 1 (one) print-ready Plan Set with cover sheet sealed by Consultant
2. Plan Set cover sheet originally signed, sealed and dated by Consultant's Licensed Engineer

Electronic Copies:

1. Recommendation to File
2. All AutoCAD project files

1.2 Plan Clarification and Addenda

The bid letting shall be administered by the City. The Consultant shall assist the City during the bid period in answering questions regarding the design intent. The Consultant shall assist in completing front-end bidding documents. City shall prepare City Council meeting agenda items, publish public notices, and publish plans for bid using an online bidding system.

TASK F – PUBLIC RELATIONS

The Consultant will follow and participate in the City's Communication Plan. The Communication Plan will include public notices, two public meetings, and individual property owner meetings as outlined below.

1.0 Property Owner Coordination – Public Notices

The following Public Notices are anticipated as part of this project:

1. Open House Invitation letters
2. Project Information letters

The City will provide templates for all letters to the Consultant and will mail all letters. Property Owners will be

encouraged to respond directly to the City with comments and concerns. The Consultant shall assist in tracking public comments and incorporate suggestions into the project, as appropriate.

2.0 Property Owner Coordination – Open House / Public Meetings

The Consultant will attend two public informational meetings. The purpose of the meetings will be to provide a brief overview of the proposed improvements to the surrounding property owners/businesses, and stakeholders, and a discussion of the improvement plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. The first meeting shall be held prior to beginning topographic survey. The second meeting shall be held after design completion, prior to construction. The Consultant shall provide the following services:

1. Participation in one (1) pre-planning meeting approximately one week prior to each of the public meetings
2. Preparation of a Power Point presentation for each of the public meetings
3. Preparation of a strip map showing the proposed improvements and printing of three copies for display at each of the public meetings
4. Preparation of a Project Fact Sheet
5. Attendance at each meeting and participation in presentation at each meeting

3.0 One-on-One Meetings

Consultant recognizes that certain stakeholders will be impacted by this project. The City will reach out to these stakeholders and the Consultant will be engaged to identify and address their concerns. Due to the nature of the project, which includes, but is not limited to impacts retaining walls, trees, shrubs, and landscaping elements, on both private and public land; it is likely there will be a need to meet one-on-one with some of the affected parties outside of the public open houses. On-Site meetings, phone, email, or a combination of the above will be conducted.

The City shall contact and arrange meetings and the Consultant shall meet stakeholders along the corridor that may be affected by the project. We anticipate this list of stakeholders to include, but not be limited to businesses and residents along the project limits. For budgeting purposes, one 1-hr meeting with 5 property owners is included in this scope of work.

TASK G – CONSTRUCTION PHASE SERVICES

Construction phase services to be provided by the CONSULTANT are based on a projected construction schedule of five (5) months in year 2025 as follows:

1.0 Construction Observation Services

1. Construction Project Manager will attend bi-weekly construction progress meetings while construction is active on site, in-person once a month and virtually the other weeks. Project Engineer will attend all bi-weekly progress meetings in person.
2. The CONSULTANT will provide project and contract administration services throughout the duration of the project.
3. The CONSULTANT will provide daily site visits to observe construction during critical operations
4. The CONSULTANT will provide Doc Express and Appia management for the project including the following items.
 - 4.1. Doc Express and Appia management will be based on the following projected construction schedule. Five (5) months in year 2025. One (1) staff member of the CONSULTANT will be available for the Doc Express and Appia Management for 5 hours per week. The above construction period estimate includes a maximum of 100 hours of construction document management. In the event the construction period exceeds the contract working days or unanticipated conditions require construction document management in excess of 100 hours, the CONSULTANT shall notify the City as it approaches this limit and determine the additional effort to complete the project. The CONSULTANT and City shall work to develop a mutual resolution for the remaining effort.
 - 4.2. CONSULTANT will prepare pay estimate and change orders for the project utilizing Appia and Doc

- Express.
- 4.3. CONSULTANT will coordinate with City staff to enter daily logs during construction into Appia and Doc Express.
- 4.4. CONSULTANT will coordinate with Contractor and City for submittal reviews and material certification documentation in Appia and Doc Express.
- 5. The CONSULTANT will support the City during the final closeout for the project. The CONSULTANT shall help gather required paperwork and documentation for project closeout.

2.0 Construction and Material Testing Coordination

Testing services will be completed by the Construction Contractor or their Subcontractor as part of the construction contract requirements. CONSULTANT will coordinate testing expected to consist of the following as needed:

- 1. Earthwork Observation and Testing
 - 1.1. Pavement subgrade preparations (up to 4 trips)
 - 1.2. Nuclear Density Testing or Proof Rolls (up to 4 trips)
- 2. Laboratory Testing
 - 2.1. Standard Proctor (up to 4)
 - 2.2. Rock Gradations (up to 2)
- 3. PCC Testing
 - 3.1. Aggregate Gradations (up to 2)
 - 3.2. Compressive Strength Testing (up to 20 cylinders made by the City or CONSULTANT)

3.0 Construction Staking

CONSULTANT will provide the following construction staking services:

- 1. Site Control Work
 - 1.1. Set and/or verify vertical and horizontal control network necessary for accurate construction layout
 - 1.2. Set a network of control points surrounding the site to assist the contractor's machine control grading.
- 2. Staking Computations
 - 2.1. Perform computations required to set the required survey stakes. Bolton & Menk, Inc. will reference the certified construction plans and the CAD files provided by the designer
- 3. Concrete Sidewalk Staking
 - 3.1. Set stakes indicating the positioning of one edge of the concrete sidewalk
 - 3.2. Stakes will be set at a designated offset at 25-foot intervals, deflections, beginning, and end of walk
 - 3.3. Vertical reference will be set to top of concrete

Construction Staking work is based on the following assumptions:

- 1. Staking is proposed on a one-time basis; other contractors and subcontractors are to protect all stakes until the staked facility has been completed and the stake is no longer required; control points will be protected throughout the project; replacement of lost or obliterated stakes will be considered re-staking and billed in accordance with our standard hourly rates
- 2. Contractor is responsible to have all areas where stakes need to be set to be clear of debris
- 3. Monument preservation, as required by state law, will be an additional services and will be billed on an hourly rate basis at standard hourly rates

4.0 Additional Construction Phase Services – Not in Contract but Can Be Provided

Engineering and related services performed other than those listed above shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the City as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services or Construction Phase Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project or contractor. Additional services may consist of, but are not limited to the following:

1. Re-design to accommodate hidden conditions encountered in the field
2. As-built survey or creation of as-built plans (Plan markup of notable, observed field changes will be provided)
3. All other services not specifically identified
4. Monitoring of labor standards compliance including Davis-Bacon or other labor compliance requirements



City of Muscatine

ITEM NUMBER 2024-0491

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Melissa Rinnert, Housing Programs Supervisor
Rob Awbrey, Housing Maintenance Supervisor

SUBJECT

Request to Approve a Contract with The Nelrod Company for the Physical Needs Assessment and Energy Audit for Muscatine Municipal Housing Agency in the Amount of \$9,799.00.

EXECUTIVE SUMMARY

This is a request to enter into a contract with The Nelrod Company for the completion of a Physical Needs Assessment and Energy Audit to facilitate the development of the Muscatine Municipal Housing Agency's 5-year plan as required by the U.S. Department of Housing and Urban Development. The cost of these services is \$9,799.00 and will be paid for with public housing funds.

STAFF RECOMMENDATION

It is recommended the Muscatine City Council, acting as the MMHA Board of Commissioners, approve the contract with The Nelrod Company in the amount of \$9,799.00 to be paid for with public housing funds.

BACKGROUND/DISCUSSION

The Muscatine Municipal Housing Agency (MMHA) operates the Section 8 Housing Choice Voucher and Public Housing programs, which are funded by the U.S. Department of Housing and Urban Development (HUD). The MMHA is required to complete a 5-year plan and annual plans to guide the use of federal funding and insure the long-term viability of housing projects. The Physical Needs Assessment and Energy Audit are required as part of this planning. In preparation for developing the required 5-year plan submission, the MMHA issued a request for proposals for physical needs assessment and energy audit services. Five proposals were received. The Nelrod Company was determined to be the most responsive and cost-effective proposal.

CITY FINANCIAL IMPACT

The cost of these services is \$9,799.00 and will be paid for with public housing funds. There will be no impact on the City's general fund.

ATTACHMENTS

1. Muscatine PNA Proposal - Nelrod
2. PNA EA contract Nelrod 2024 - signed

Proposal

58,960 Building
Structures Assessed

Prepared for:

OCTOBER 8, 2024

MUSCATINE MUNICIPAL HOUSING AGENCY

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT



Prepared by:
Nelrod Company®

3301 West Freeway, Fort Worth, TX 76107
Phone: 817-922-9000 - Fax: 817-922-9100
www.nelrod.com

Additional Offices:

Washington, DC Metro Area
Houston, TX - Austin, TX - San Antonio, TX

Primary Contact:

Johnnie Watson, Director
Qualified Energy Audit (QEA)
Phone: 817-922-9000, ext. 141
johnnie@nelrod.com

October 4, 2024

Melissa Rinnert, Housing Programs Supervisor
City of Muscatine, City Hall
215 Sycamore St., Muscatine, IA 52761

RE: Green Physical Needs Assessment and Energy Audit

Dear Ms. Rinnert:

The Nelrod Company is pleased to provide the Muscatine Municipal Housing Authority with the following Physical Needs Assessment (PNA) and Energy Audit Proposal. While performing scores of PNAs, our step-by-step process was refined and improved by our field professionals. This makes the process easier on your Agency and staff.

Why The Nelrod Company is the most qualified firm:

- We have conducted PHA Physical Needs Assessments and Energy Audits for over 38 years.
- For Energy Audits, our company utilizes a patented Energy Efficiency Inspection process to provide accurate results.
- Our firm assisted HUD in developing the GPNA tool and has been using this tool longer than any competitor.
- We utilize only certified personnel for our clients' Physical Needs Assessments and Energy Audits, providing a level of consistent quality and customer satisfaction.

Recent clients for which we have conducted Physical Needs Assessments and Energy Audits include:

- Southern Nevada Regional (Las Vegas) Housing Authority (2023, 2022, 2016, and 2012)
- Tuscaloosa, AL Housing Authority (2020)
- Harrisburg, PA Housing Authority (2018)
- Lubbock, TX Housing Authority (2018)

If you have any questions regarding this proposal, please feel free to call me at 817-922-9000, extension 141, or contact me by email at johnnie@nelrod.com. Thank you for this opportunity to submit a proposal. If selected, we look forward to working with you and your Agency on this important endeavor.

Sincerely,



Johnnie Watson, Director
Qualified Energy Audit (QEA)



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TECHNICAL PROPOSAL

The technical portion of the proposal appears on the following page.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Qualifications

Experience

The Nelrod Company has performed Physical Needs Assessments and Energy Audits for hundreds of public housing agencies of all sizes and is well-known as a leader in the field. We also served on the HUD national contractor team to develop the HUD Green Physical Needs Assessment Tool.

Our firm has also developed multiple computerized systems for property assessments, including Section 504 requirements. In addition, we have developed a patented process (U.S. Patent 7,389,157B2) for conducting energy efficiency inspections to promote "green" buildings.

Unlike other companies, all our Energy Audits include HUD-recommended blower door tests. These tests quickly locate air infiltration into units and air duct leakage from units. By depressurizing air in the units, the air leaks in plumbing, electrical, and other unit penetrations are easily identified. As a result, inexpensive energy conservation measures are recommended to yield cost savings.

Our Field Assessors and Energy Auditors are all certified by the Residential Energy Services Network (RESNET) as Home Energy Rating System (HERS) raters and by the International Code Council as Residential Energy Inspectors/Plan Examiners. Additionally, we have trained and experienced cost estimators to develop the complex cost and estimated useful life (EUL) library. In addition, our company is a RESNET-accredited national training provider, certifying and overseeing individuals to perform home energy ratings for HUD, DOE, VA, and EPA energy-efficient homes programs.

Established Leader in Physical Needs Assessments and Energy Audits

- Assisted HUD in development and testing of the Green Physical Needs Assessment Tool
- Certified Building Science Professionals
- Nelrod employees represent all disciplines
- Received Energy Star Partner of the Year Award two times
- Received Energy Star Market Leader Award 19 times

Physical Condition Assessments and Capital Needs Assessments

Besides PNAs and Energy Audits, we also perform Physical Condition Assessments and Capital Needs Assessments, usually as part of the agency's transition of properties to

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

RAD (Rental Assistance Demonstration program). In the last three years, we have performed a RAD Physical Condition Assessment twice for the Yuma, AZ Housing Authority and twice for selected properties at the Southern Nevada Regional Housing Authority (Las Vegas). We also provided a RAD PCA for the Omaha, NE Housing Authority.

Specifically, for Yuma, we completed multiple RPCA Tools for the various properties and completed one RPCA tool for all properties. Detailed narratives were created describing the condition of the units and traditional and green replacement recommendations. We aided the Agency in determining their needed Initial Deposit to Reserves for Replacement (IDRR) and the First Year Reserves for Replacement (R4R). We identified critical needs as well as non-critical rehab items. HUD and lender have found the RPCA to be acceptable.

Looking to The Future: Remote Virtual Inspections (RVI)

We are currently developing Remote Virtual Inspection (RVI) procedures, along with a national-scale RVI training program. RVI uses visual electronic aids such as smartphones and tablets, as well as mobile toolkits, to enable an inspector to conduct visual inspections of building products or materials from a distance. This provides visual access to otherwise inaccessible or dangerous environments, as well as allowing construction projects to continue without having to wait for the arrival of onsite inspectors. RVIs can increase the quality, efficiency, and cost-effectiveness of the inspection process.

Organization History

The Nelrod Company was begun in May 1985 and incorporated in September 1990. Its founder, Nelson Rodriguez, was a former official with the U.S. Departments of HUD, Commerce, and Transportation and was a broad-based manager with proven accomplishments in both government and business.

Nelrod's headquarters is located in Fort Worth, TX, with additional offices in the Washington, DC metro area, Houston, TX, Austin, TX, and San Antonio, TX. The number of full-time staff at these locations is approximately 60. In addition, Nelrod has a network of many consultants in various locations across the United States.

Over the last 39 years, we have successfully assisted over 2,700 public housing agencies throughout the country, including some of the largest such as: Puerto Rico, Chicago, Philadelphia, Los Angeles, San Francisco, District of Columbia, New Orleans, Dallas, Houston, and El Paso, among others.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Mr. Rodriguez developed one of the nation's first Comprehensive Plans for Modernization, which was utilized by HUD as a model for physical needs assessments. For over 39 years, the company has conducted PNAs and energy audits for our public housing agency clients. Today, the company performs these services for agencies, the federal government, contractors, national builders, weatherization agencies, and more.

The Nelrod Company has extensive experience in conducting a large variety of planning, training, technical assistance, monitoring, and management of public housing agencies. The company consists of the following divisions, with full-time specialists dedicated solely to providing exceptional services in their area of specialization:

- Qualified Energy Audit (QEA) (energy audits, physical needs assessments, capital needs assessments, physical condition assessments, HQS/UPCS Inspections)
- ResidentLife Utility Allowances
- Fox Energy Specialists (facilities consultants, trainers, and certified energy raters)
- EZ-Steps Training
- EZ-Reasonable Rent Determination
- AccuWage Salary Study (wage studies, job descriptions, personnel policies, and other HR-related services)
- Technical Services (policies, procedures, management studies, QC systems, etc.)
- The Nelrod Consortium (over 450 agency partners participate in joint training and technical services)

The various divisions of The Nelrod Company have provided technical assistance in almost every facet of public housing agency management and operations. Also, under HUD contract, The Nelrod Company has provided energy audits, physical needs assessments, technical assistance, and/or training services to many troubled or near-troubled agencies on assignment from HUD's Recovery Prevention Corps (formerly Troubled Agency Recovery Center), sometimes acting as Administrator Receiver or Board Advisor.

The Nelrod Company maintains the country's first national Public Housing Agency Consortium, providing over 450 agency partners with proven and compliant products (e.g., operational policies, procedures, guides, web-based systems, etc.) and assisting partners to run day-to-day operations more efficiently. The Consortium provides weekly live interactive online training classes for agency technical staff.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Project Approach

We will provide you a stress-free process and a complete Physical Needs Assessment and Energy Audit. Our professionals will do the bulk of the work involved in this process and will make every effort not to disrupt your day-to-day operations. Our staff will provide you easy-to-complete questionnaires, checklists, sample notices, and other items to minimize Agency staff time in planning, scheduling, and notifying residents.



*Unlike other contractors who utilize “percentage estimating” protocols in their inspections, our inspectors perform actual counts of all building components for each apartment unit to ensure a high level of accuracy. The “percentage estimating” process used by other contractors makes it easier for them. However, these estimates can be up to **30% inaccurate**.*

The Physical Needs Assessment (PNA) has a comprehensive cost and estimated useful life (EUL) library. This must be developed for thousands of individual component items which make up the sites, buildings, and units. Inspections must be conducted by qualified and experienced inspectors familiar with building science, as well as public-housing-specific requirements (e.g., UPCS, modernization standards, etc.). The PNA, when completed, is a great resource for the Agency and HUD. It will assist in capital improvement planning and budgeting. The EUL function will let the Agency and HUD know when to replace inefficient and deteriorated equipment and building systems. It will also provide estimates of how much it will cost.

Approach—Our certified Building Science/Energy Professionals will conduct a Physical Needs Assessment (PNA) for your Agency’s properties. This work will be done efficiently and in a timely manner. The Physical Needs Assessment will be conducted in accordance with HUD’s criteria for a PNA per the Public Housing Modernization Standards Handbook 7485.2 and Section 504/24 CFR 8.24(d). The PNA will provide a detailed description of all physical needs and costs that the Agency would need to undertake to bring its properties to a level that will ensure long-term physical and social viability, and to a level that will provide safe, decent, and sanitary living conditions for the residents. The five tasks of the PNA process are as follows.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Physical Needs Assessment Process



Energy Audit

All energy audits will be completed by personnel with certifications from a nationally recognized energy audit certification provider. ***All of our inspectors/auditors are Home Energy Rating System (HERS) certified Energy Raters.***



Our Certified Energy Specialists (HERS Raters) will conduct a thorough and professional Energy Audit utilizing DOE- and HUD-recommended software. The recommended core energy conservation measures (ECMs) resulting from the audit will be practical and cost-effective. Our Energy Specialists will also consider whether advanced ECMs would be practical and cost-effective. The recommended ECMs are designed to provide the Agency and its residents lower consumptions in utilities while improving environmental impact. Additionally, HUD permits the Agency to keep a portion of the savings from its utility bills.

Our patented energy inspection process (Patent Number US 7,389,157 B2) features HUD-recommended blower door tests on a unit sampling basis, unlike other energy audits. These tests quickly locate air infiltration into units and air duct leakage from units. By depressurizing air in the units, the air leaks in plumbing, electrical, and other unit penetrations will be easily identified. As a result, inexpensive energy conservation measures will be recommended to yield cost savings.

The methods we use are approved by the American Society of Heating, Refrigeration, and Air Conditioning Engineers. These methods comply with 24 CFR Part 905 and energy codes. They also follow protocols approved by the Department of Energy and the Environmental Protection Agency for use in the ENERGY STAR® Homes Program.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

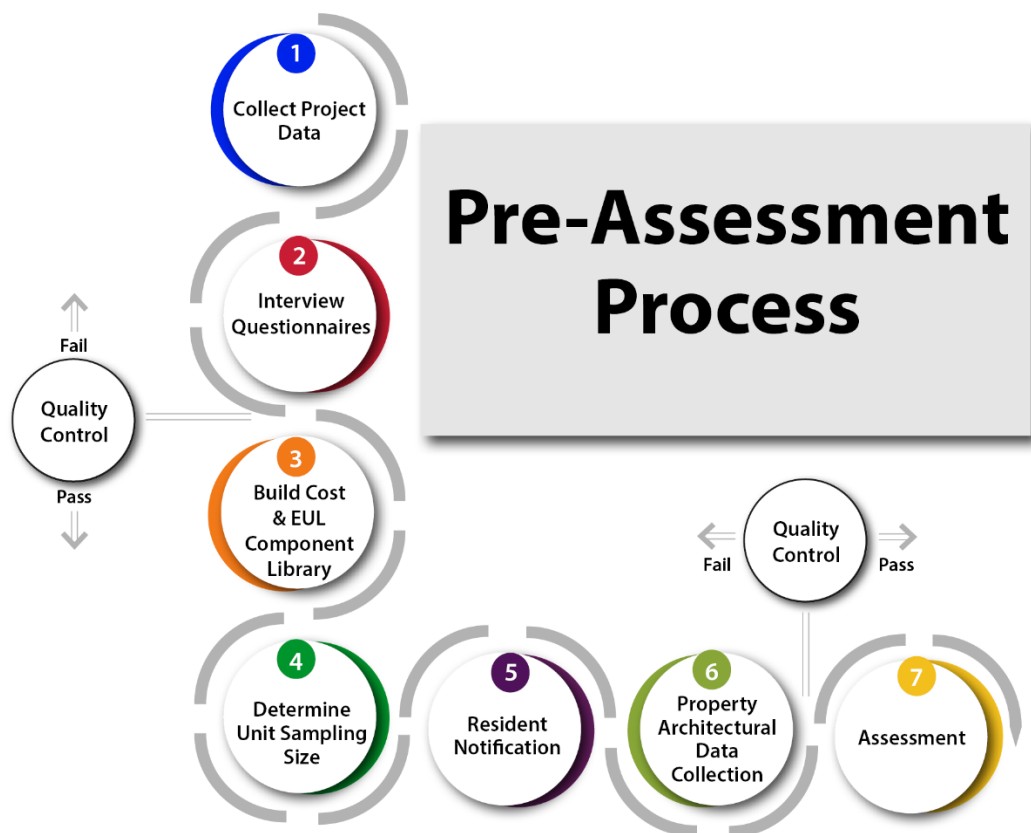
Technical Approach and Services Proposed (Task Plan with QC Actions, Deliverables, and Project Schedule)

Physical Needs Assessment Task Plan

Task 1—Orientation Contact

The objective of this task is to establish a mutual understanding between The Nelrod Company and the Agency as to the objectives and protocol of this engagement. This task will be accomplished through email correspondence with the Agency's key staff to review the objectives, expectations, and ground rules for the project, as well as the implementation process for each task.

Task 2—Pre-Assessment Phase



In partnership with the Agency's facilities staff and property managers, the Project Manager will analyze the current Capital Fund plan and any reviews made by HUD and others in the past two years and assess their findings of the current physical conditions at the Agency. Through dialogue during the interview process, systems and building component ages will be determined to help identify their estimated useful life (EUL). Through this process, we will identify the modernization areas most in need of attention and, if necessary, adjust the scope of the assessment to focus more attention on critical

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

areas. We will also examine options regarding the level of investment required for the next five years to address deferred and scheduled maintenance needs.

The Agency shall provide the following data on forms provided by the Contractor or in the Agency's existing format:

A. Collect Project Data

The numerical quantity, type, and count of the project buildings, units, and occupancy population comprise the project data. The IMS-PIC data file should be collected by the Agency and submitted to the Construction Specialist.

B. Interview Questionnaires

The Construction Specialist will provide the Agency an interview questionnaire. The interview questionnaire is designed to capture data from knowledgeable Agency staff prior to the walk-through survey. The questionnaire will inquire about the project's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, frequency of repairs and replacements, and ongoing systemic issues related to the project's physical condition.

Quality Control Check – The Assessor will review the data collected from the Agency to determine if the building and unit counts are correct. The Assessor will also review the Agency Interview Questionnaires to ensuring that identified specialty components in the questionnaire are addressed when building the cost library.

C. Building a Comprehensive Cost and Estimated Useful Life (EUL) Component Library

Using RS Means cost index for building components, the Construction Specialist/Cost Estimator will calculate the component unit costs for the PNA. A local cost multiplier is used to adjust national cost indices to local costs.

D. Determine Unit Sampling Size

A Construction Specialist will conduct assessments for a total of 17 units and 100% of non-dwelling facilities and sites. Twenty-seven (27) development reports will be produced and submitted to the agency in one or more binders.

E. Resident Notification

A sample resident notification will be provided by the Contractor for the Agency's distribution to its residents, to notify the residents of the time and date of each project's field assessment(s).

F. Property Architectural Data Collection

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

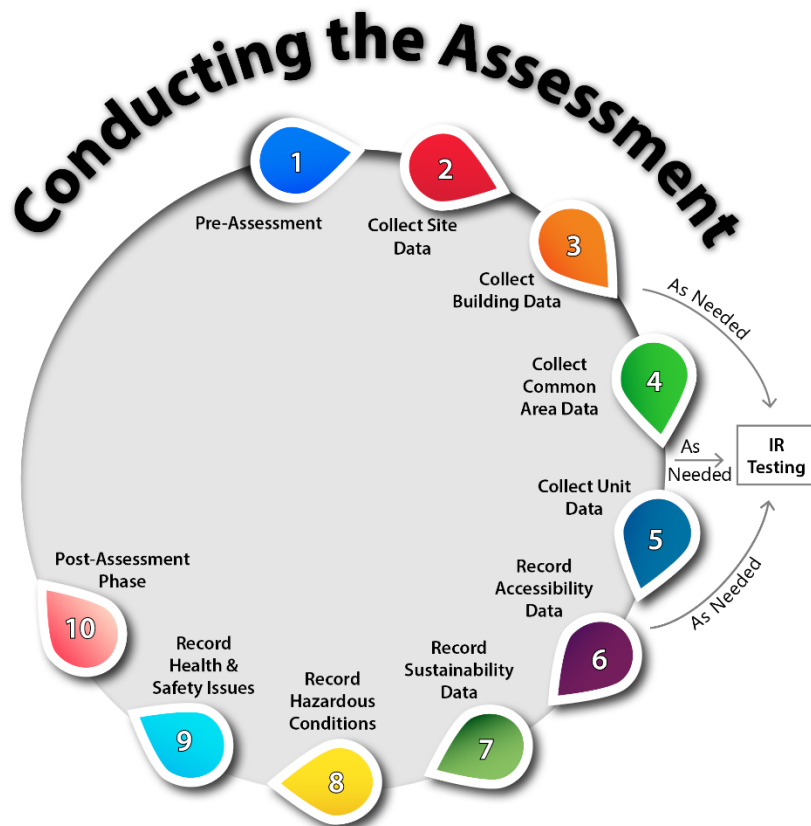
Data collection focuses on the site, buildings, unit physical characteristics, and measurements that will be recorded. The following resources need to be provided to the Construction Specialist, either by hardcopy or electronically, prior to the assessment phase (if available):

- Blueprints
- Site Maps
- 504 Transition Plan
- Energy Audit
- Energy Performance Contract
- Physical Needs Assessment
- UPCS Annual Inspection Reports
- PHAS, PASS, and MASS Reports
- REAC Report(s)
- Resident Reports and Surveys
- HUD Review Reports
- Current Bid Estimates
- Maintenance Records and Plan
- Environmental Reports
- Architect and Engineer Reports
- P&E Reports

Quality Control Check – The Assessor will ensure that the correct number of units has been selected, residents were properly notified, and all necessary architectural data has been collected.

Task 3—Assessment Phase

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT



The objective of this task is to conduct a Physical Needs Assessment of the Agency's properties, as well as its community, administrative, and maintenance buildings. The assessment will include detailed information regarding the condition of the property. The total estimated cost to complete each item will be determined by a trained and experienced Construction Specialist. Infrared (IR) testing will be conducted as need when assessing the buildings, units, and common areas.

The Contractor will assess the project(s), both interior and exterior, and record observations of the conditions. The recorded observations will include specific components in the following general categories:

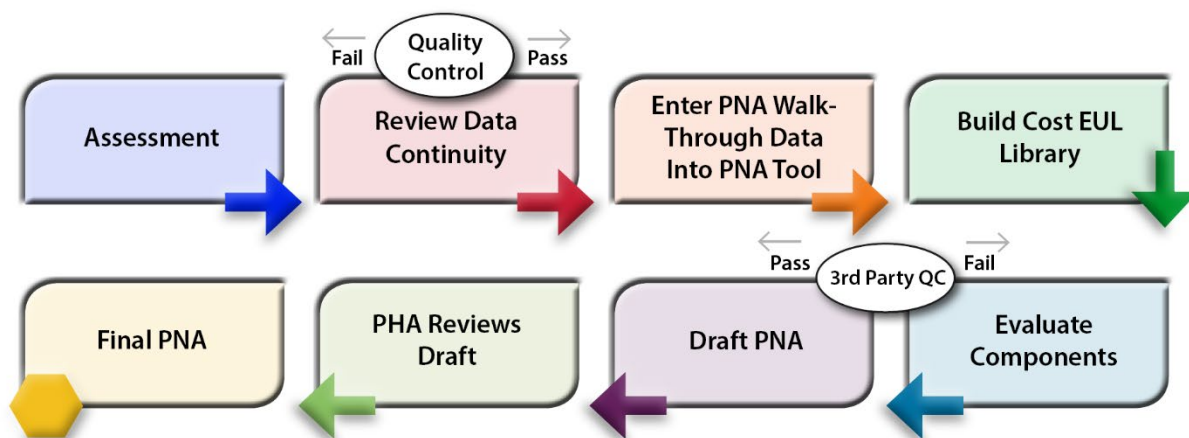
1. Site
2. Building Exterior
3. Building Systems
4. Common Areas
5. Units
6. Accessibility Needs
 - a. Section 504 UFAS compliance assessment
7. Sustainability Needs
8. Observed or Reported Hazardous Conditions

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

- a. Any Hazardous Conditions observed will be brought to the attention of the Agency immediately by the Construction Specialist.
9. Observed Health and Safety Issues
 - a. Any deficiencies that are identified and which could have an impact on health and safety will be brought to the attention of the Agency immediately by the Construction Specialist.

Task 4—Post-Assessment Phase

Post-Assessment Process



Upon completion of the walk-through survey, the PNA Assessor collects, reviews, and compiles all data collected during the survey for each development and ensures all elements of the PNA were correctly recorded in the PNA tool.

A. Review Data for Continuity

The PNA Assessor reviews input data for continuity and compares the data against all notes taken prior to the walkthrough, as well as the walkthrough data, to ensure all data was collected.

B. Update Comprehensive Cost and EUL Library

Upon completion of field assessments, the Cost and EUL Library will be updated to include Agency-specific items which were identified during field work and not included in the initial core library. Additionally, unique local costing estimates based on Agency quotes/experience will be adjusted and noted in the cost library.

C. Evaluate Components

The Contractor will describe the specific physical improvements needed at each project, both interior and exterior, and establish a ranking system for

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

implementing the needed improvements on a year-by-year basis for a 20-year period. Consideration will be given to infrastructure, structural systems, major mechanical items, and HVAC items which will make the properties viable for the next 20 years. Also, facility improvements and enhancements will be included. Uncompleted physical needs funded under the previous capital fund budgets may be excluded from the physical needs assessment to avoid duplication. The Construction Specialist will evaluate each component, determining the remaining useful life, and then prepare the cost estimate by analyzing cost, quantity needed, and remaining useful life.

Quality Control Check – The Project Manager will review all evaluated components and narratives of the projects and ensure the accuracy of all evaluations.

D. Draft PNA Report

Once all data is compiled in the PNA, the Assessor will prepare the draft physical needs assessment report. The organization and content of the report will be as follows:

1. Table of Contents

Table of Contents with one tab for each completed assessment.

2. Executive Summary

The Executive Summary briefly and succinctly covers the following key areas in narrative format for use by the Agency, Board of Commissioners, or others as appropriate.

- a. Reason for the PNA
- b. Method of determining sampling for the PNA
- c. Approach for energy efficiency recommendations
- d. Approach for accessibility needs
- e. Approach for marketability/livability needs
- f. Federal, state, and local building and fire codes applied when evaluating building compliance
- g. Approach for prioritizing component replacement (lifecycle and actual observed conditions), health and safety issues observed, and immediate action taken

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

3. Narrative

- a. Narrative describing the property and the actual condition of the major components for which estimates are recorded within the PNA report.
 - 1) Description of the Property
 - 2) Component Descriptions
 - 3) Component Condition
 - 4) Description of Action Needed
 - 5) Comments
- b. Captioned Photographs

4. Physical Needs Assessment Report(s) by AMP

- a. This is a report of component line items whether they are standard replacement needs, refurbishment needs, sustainability needs, accessibility needs, or marketability/livability needs components, with their associated projected cost figures for at least a 20-year accrual.
 - 1) Estimated Useful Life (EUL)
 - 2) Remaining Useful Life (RUL)
 - 3) Prioritization of Components

E. PHA Draft Review

Within 75 days after the Notice to Proceed, one hardcopy and one electronic copy of the draft report will be submitted to the Agency for review and comment. We will review all comments and questions received from the Agency, and all material changes will be incorporated into the final report.

Note: We will make material changes to the report for Agency and/or HUD review necessary to bring the report into compliance with regulatory requirements. Subjective changes provided to the Contractor by the Agency after the initial review which have no effect on regulatory requirements will be additionally charged to Agency by the Contractor at the hourly rates used for this proposal as listed in the pricing section. The Contractor will make all necessary changes to meet any HUD compliance requirements at no additional cost.

Task 5—Final PNA Report

After receipt of draft comments, within 100 days after the Notice to Proceed, we will use input provided by the Agency to prepare the final report and provide two hardcopies and two electronic copies to the Agency. If no changes are required to the draft report, it will serve as the final report as well. If required, we will provide a briefing, via teleconference, to review our findings once the final report has been delivered. Onsite

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

meetings will require additional travel and labor charges, and the Agency will be billed at standard labor rates.

Energy Audit Task Plan

Task 1—Orientation Contact

Same as for Physical Needs Assessment.

Task 2—Pre-Audit Phase (Collection of Data)

In an effort to simplify the initial data collection process and avoid duplication, the data collected on the PNA forms will contain information needed for the energy audits. Certified Energy Specialists will conduct audits and energy performance testing of a sample of units. Agency staff may need to provide access to additional units for blower door testing. Scheduling and resident notification per Agency's policy will be coordinated with Agency staff during the field inspection process. In addition to the information received on the PNA data collection forms, this task may include the following efforts:

A. Review Prior Energy Audits

1. If available, review prior energy audits completed for the Agency's housing developments.
2. Determine whether ECMs identified in the energy audit reports were or are included in the Agency's capital planning or physical needs assessment, where applicable. If included, were ECMs completed and are payback periods calculated?
3. If ECMs were not included in the Physical Needs Assessment, determine whether this was due to payback periods or oversight.

B. Utility Bill Analysis

Our Project Manager will request the Agency to provide copies of one year's utility bills from residents and three years' utility bills for Agency-paid utilities, if available. If the Agency does not have utility bills readily available, the Project Manager will assist the Agency in requesting utility bill information from utility companies. We will provide a sample release form to the Agency to assist staff in collecting releases. Additionally, we will provide a sample cover letter to utility companies which requests specific data needed. HUD requires a minimum one-year utility bill analysis for residents and the Agency-paid utilities. However, they recommend three years history for Agency-paid utilities. Upon receipt of utility bill data, the Project Manager will assign a Utility Rate Energy Specialist to perform the following analysis:

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

1. Analyze actual unit consumptions for each bedroom size by development. Statistically eliminate unrealistic or extreme (high and low) consumption users.
2. Develop average consumptions by utility type and bedroom size for each development/AMP. If the AMP has multiple structure types, average consumptions by structure type will also be developed.
3. Compare actual average consumption to DOE, EPA, and HUD-recommended energy modeling software to establish reasonable benchmarks.

This data will be used as a factor to calculate Energy Conservation Measures (ECMs) recommended in each Energy Audit report.

C. Review Facilities

1. Review architectural, mechanical, and electrical drawings and specifications for the housing developments and administrative offices, and identify potential energy conservation measures, including energy savings equipment.
2. While conducting walk-through PNA inspections of 10% of each type dwelling unit and system in each housing development, ECMs that can be implemented will be identified. We will inspect 100% of all common-use areas, including office space, community meeting rooms, laundrettes, recreational facilities, etc. Survey forms will be used to document results. As appropriate, this review will include determination of construction and condition, condition/specifications for heating, ventilation, and air-conditioning systems, major appliances, insulation, windows, doors, lighting, building layout, and shading, as required under the International Energy Conservation Code. Additionally, water and sewer usage will be considered as part of our Energy Audit.
3. All sites, building types, and unit types will be surveyed by a certified HERS Rater (Energy Specialist). The energy walk-through survey will include core energy conservation measures (ECMs) which have a proven track record at reducing energy and water consumption. The core ECMs include items related to building envelopes (e.g., insulation); heating, cooling, and other mechanical systems; water conservations; power, lighting systems, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR). Additionally, the Energy Specialist will determine if any advanced ECMs are feasible. Advanced ECMs include advanced, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-generating technologies, and renewable

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- energy systems (solar, geothermal). Advanced ECM recommendations will be cost-effective per HUD requirements.
4. The field Energy Specialist will discuss energy conservation with the Maintenance Supervisor and housing development managers and solicit their views on current conservation practices and other potential ECMs.
 5. **Testing: Blower Door, CO Detection, Gas Leak Detection, and Infrared Thermography**—The Energy Specialist (HERS Rater) will conduct limited testing to include blower door tests, CO detection (if applicable), gas leak detection (if applicable), and infrared thermography (as needed) at one or more units in each development in order to enhance walk-through inspections. These tests are highly recommended by HUD, especially if the units are air-conditioned or have a centralized ducted heating system. CO and gas leak testing is important for units utilizing appliances and equipment fueled by natural gas or propane. Reducing air infiltration to save energy could pose a life-threatening situation if there are high levels of CO admissions. If a CO or gas leak problem is detected or suspected, additional units utilizing natural gas or propane will be tested, as warranted.
- D. **Conduct Interviews**—Interviews will be conducted with the Executive Director, Maintenance Supervisor, Modernization Consultant, other pertinent staff, and selected residents, as needed. These interviews will include questions on life-style, unit conditions, special needs, previous energy improvements, preventive measures taken, and more.

Task 3—Audit Phase (Analysis of Data)

We will document information for core ECMs and any advanced ECMs identified under Task 2 (above) that are recommended for implementation. This will include the following effort:

- A. **Document Energy Data**—Energy conservation information for ECMs recommended for implementation will be recorded on Energy Audit forms that include the following data:
 1. General data on housing developments
 2. Identification of specific core ECMs
 3. Identification of advanced ECMs, if any
 4. Cost of implementing ECMs
- B. **Perform Cost/Benefit Analysis**

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1. Transfer pertinent data accumulated under step A (above) to a Cost/Benefit Worksheet for each selected ECM.
2. Calculate annual consumption and energy savings using the data transferred to the Cost/Benefit Worksheet, and enter savings and consumptions on Worksheet.
3. Calculate annual cost and consumption savings based on data transferred and the annual energy savings calculated above.
4. Calculate the payback period by dividing total cost to implement the ECM by the annual cost savings determined under step 3 above.
5. ECMs will be categorized into three levels of payback periods:
 - a. Five (5) years or less
 - b. Five (5) to ten (10) years
 - c. Greater than ten (10) years

C. **Compute Average Consumptions and Adjustments (Electric, Natural Gas, and Water Consumptions)**

The REM/Rate™ Home Energy Rating software that will be utilized in this energy audit is a sophisticated program that contains local community-wide models for residential energy analysis by structure type and bedroom size. The software calculates heating, cooling, hot water, lighting, and appliance energy loads, consumption, and costs for new and existing building types. As a home energy rating tool, REM/Rate™ meets and complies with national standards and codes. REM/Rate™ operates with a simplified and detailed input procedure, has extensive component libraries, automated energy efficient improvement analysis, lighting and appliance audit, and much more. The simplified inputs use general design characteristics and built-in algorithms to determine the results and allow greater control over calculation values. REM/Rate™ has user-defined reference home features which enable the user to create additional building types and utilize local practices and codes. It also has an export database feature that creates a database of inputs and outputs for statistical analysis, archiving ratings, and custom report generation. Twenty-seven preformatted reports are available from this software. Reports include energy use, energy cost, design loads, improvement analysis, code compliance, and much more. Water consumptions and savings will be developed using EPA WaterSense charts and recommendations.

D. **Expected Useful Life**

Expected Useful Life (EUL) analysis will be conducted on all ECMs which require physical or equipment improvements. RS Means or Fannie Mae databases will be utilized.

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E. Summarize Results

We will prepare a summary of ECMs recommended for implementation by the housing development/AMP. Summary forms may include columns for the following:

1. Applicability to housing development
2. Estimated cost to implement
3. Annual consumptions and savings
4. Payback period by three levels
5. Recommendation for implementing
6. Comments

Task 4—Post-Audit Phase (Draft Report)

After all work is completed under Tasks 2 and 3, we will prepare a draft report on results of the energy audit for each of the Agency's housing developments and submit one hardcopy and one electronic copy within 75 days after the Notice to Proceed.

The report may include, but not necessarily be limited to, the following topics:

- A. Audit objectives and methodology
- B. Narrative on overall results and recommendations of audit, description of ECMs, recommended priority for implementation, and summary of testing conducted on units
- C. PHA Energy Audit Summary of Results for each housing development, which is limited to one report for each HUD project number. The Summary will include the following:
 - Title of ECM
 - Applicability to development
 - Detailed cost estimates
 - Expected Useful Life (EUL)
 - Annual savings in consumption and dollars
 - Payback period by years and categories
 - Recommendations
 - Energy data collection forms
 - Cost/benefit worksheets utilizing HUD guidelines showing savings for each recommended ECM and payback period

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- D. Data by type of unit
1. Single-family housing
 - One-to-Four Family Dwelling Cost Effectiveness Worksheet, showing savings for each recommended ECM and payback period. This allows you to select the measures which fit your length of payback period.
 2. Multi-family housing
 - Multi-Family Dwellings Cost-Effectiveness Worksheet utilizing HUD guidelines, showing savings for each recommended ECM and payback period
 - Multi-Family Dwellings Survey and Decision-Making Form
- E. ECM-Related Maintenance and Operations Checklist. We will include a set of green O&M guidance checklists for improvement of operations and maintenance practices. Measures from these checklists should be added to the Agency's Routine and Preventative Checklist, as appropriate. O&M checklists for the following are included: HVAC Improve Space Heating, HVAC Improve Central Heating, HVAC Improve Central Distribution, HVAC Improve Ventilation, Improve Domestic Hot Water, Improve Electrical/ Lighting, Improve Building Envelope, and Improve Special Systems.

Task 5—Final Energy Audit Report

After receipt of draft comments, within 100 days after the Notice to Proceed, we will use input provided by the Agency to prepare the final Energy Audit Report and provide two hardcopies and two electronic copies to the Agency. If no changes are required to the draft report, it will serve as the final report as well. If required, we will provide a briefing, via teleconference, to review our findings once the final report has been delivered. Onsite meetings will require additional travel and labor charges, and the Agency will be billed at standard labor rates.

Project Schedule and Deliverables

The Project Manager will provide the Agency, in accordance with a mutually agreed schedule of completion, the following deliverables:

1. One hardcopy and one electronic copy of the Draft PNA and Energy Audit Reports within 75 days after the Notice to Proceed for Agency review.
2. Two hardcopies and two electronic copies of the Final PNA and Energy Audit Reports after receipt of draft comments, within 100 days after the Notice to Proceed. If no changes are made, the Draft Reports will also serve as the Final Reports.

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3. A completed copy of HUD's Physical Needs Assessment (PNA) Tool with all the Agency's PIC Data, PNA Inspections, Comprehensive Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.

Note: Performance, deliverables, and level of effort in this proposal are dependent upon timely, accurate, and complete information from the Agency and related entities.

Note: The project schedule is open to negotiation to ensure it meets the needs of the Agency.

Follow-Up Support

If you have any questions about the PNA tool or the PNA process, we will provide your Agency staff up to three hours of follow-up advice or consulting services. Additionally, if you require assistance in HUD submissions or explaining to HUD staff anything about the PNA or Energy Audit, we are happy to help.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Examples of Previous Work

Examples of Previous Work

Southern Nevada Region Housing Authority (Las Vegas, NV)—PNA/EA/CNA



The Nelrod Company was contracted in 2016 by the Southern Nevada Regional Housing Authority (SNRHA) to perform a Physical Needs Assessment (PNA) and an Energy Audit (EA) for its 2,531 Public Housing units. In 2017, the Agency tasked us to perform a Capital Needs Assessment on one of its Public Housing projects for RAD conversion.

The assessors interviewed managers, maintenance personnel, and residents to determine Agency wants, recurring maintenance issues, and resident needs to compile the cost estimate database of over 310,000 assessed components. During the assessments, Nelrod assessors performed 294 inspections on the 26 properties located throughout the region.

The Nelrod Company provided the SNRHA with 20-year cost projection spreadsheets totaling \$193,433,100.00, which aided the Agency in its strategic planning.

Jeffersonville Housing Authority (Jeffersonville, IN)—PNA



The Nelrod Company was contracted to assess the five sites with 369 total units for the Jeffersonville Housing Authority in 2018.

The assessment consisted of evaluating multiple sites with varying characteristics. A 20-year cost projection resulting in over \$21,750,000.00 was delivered to the Agency. The assessment showed

the Agency that very little was needed in immediate needs and most of that was needed in approximately four years. It also showed which areas to focus spending on in the future to prevent wasting of their very limited resources.

Harrisburg Housing Authority (Harrisburg, PA)—PNA/EA



Nelrod was engaged in 2018 to assess the nine sites containing a total of 1,650 units.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

The Physical Needs Assessment and Energy Audit for the Harrisburg Housing Authority involved interviewing staff and residents along with onsite field assessments resulting in cost estimates in excess of \$48,150,000.00. Out of the \$48 million it was discovered that one project needed over \$15 million. The Agency is considering other options for this project instead of rehabilitation. The Energy Audit that was conducted showed numerous energy savings opportunities totaling over \$125,839.00.

Partial List of Past Clients (2015 to 2023)

We have performed PNAs and Energy Audits for agencies throughout the country, including agencies of every size, from large agencies (over 1,000 units) to small agencies (under 250 units). The following is a **partial** list of public housing agencies (PHAs) for which we have performed a PNA during recent years (2015 to 2023). **Most of these engagements also included Energy Audits.**

Alabama Childersburg (2020) Phenix City (2022) Tuscaloosa (2015 2020)	Iowa Muscatine (2020) Kansas Kansas City (2021)	New York Woodridge (2018) Lockport (2023)
Arizona Chandler (2015) Yuma (2019) Arkansas West Memphis (2022) Crossett (2022) Little River County (2023) California Merced County (2016 2022) Ventura County (2017 2018 2023) San Mateo (2023)	Kentucky Pikeville (2019) Louisville (2020) Providence (2023) Louisiana Covington (2019) New Orleans (2015) Ponchatoula (2019) St. John Parish (2018 2020) White Castle (2023) Maryland Cumberland (2023)	North Carolina Kinston (2015) Lumberton (2015 2020) Wilmington (2017 2021) Winston-Salem (2015 2021) North Dakota Fargo (2022)
Connecticut Norwalk (2022) Colorado Colorado Springs (2020) Trinidad (2020)	Minnesota Albert Lea (2021) Braham; Pequot Lakes (2018) Madison; Mora (2015) Meeker County (2016) North Mankato (2015) St. Cloud (2017 2022)	Oregon Lane County (2015 2021) West Valley (2015)
Florida	Mississippi	Pennsylvania

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Hialeah (2015 2022) Jacksonville (2022) Pahokee (2016) Punta Gorda (2018) Ocala (2023)	Picayune (2015) MS Regional VII (2020)	Harrisburg (2019 2020) Warren County (2019)
Georgia Jonesboro (2016) Northwest Georgia (2018)	Nebraska Kearney (2017) Fairbury (2019) Hall County (2019) North Platte (2019) Omaha (2021)	Texas Bay City (2020) Brenham (2020) Edinburg (2022) La Joya (2021) Luling (2021) Mart (2019) Mineral Wells (2021) Schertz (2019) Sherman (2019) Victoria (2019) Weslaco (2021)
Illinois Bond County (2021) Decatur (2015) East St. Louis (2015 2016) Jo Daviess County (2017) Springfield (2018 2023)) Winnebago County (2021) McDonough County (2023)	Nevada Reno (2016) Southern NV Regional (2016 2022 2023)	Utah Salt Lake County (2017) Virginia Charlottesville (2018) Washington Kitsap County (2022) Kennewick (2022)
Indiana Brazil (2019) Jeffersonville (2019 2021)	New Jersey Irvington (2017)	Wisconsin Madison (2020)

In addition to the PHAs listed above, we have also performed standalone Energy Audits for the following **sampling** of additional agencies in recent years (2015 to 2023):

Alabama Phenix City (2015) Arkansas Jacksonville (2020) Lonoke County (2020) Polk County (2022)	Kentucky Hopkinsville (2016) Nicholasville (2015) Sturgis (2020) Williamstown (2020) Harlan (2023) New York Kenmore (2015) Peekskill (2021)	South Carolina Mullins (2022) Tennessee Jackson (2016) Ripley (2018)
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GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Georgia Ellijay (2017) Idaho American Falls (2015)	North Carolina Forest City (2021) Pembroke (2015) Waynesville (2016 2022)	Texas Commerce (2018) Denison (2018) Midland (2018) Sherman (2018) Taft (2017) Whitesboro (2017)
Illinois Logan County (2015 2020)	Oklahoma Seminole (2021) Shawnee (2021)	Washington Grant County (2020) Sunnyside (2015)
Iowa Southern Iowa Regional (2020) Kansas Kansas Housing (2020)	Pennsylvania Berks County (2022) Lancaster City (2017 2022) Lycoming County (2016) Mifflin County (2016) Blair County (2023) Delaware County (2023)	West Virginia Charleston-Kanawha (2020) Wheeling (2015 2021)

Additional Relevant Experience

HQS Inspections

From 2021 to 2024, The Nelrod Company provided ongoing HQS Inspections for the Houston Housing Authority. We performed approximately 1,500 HQS inspections per year under this contract.

Nelrod is also currently providing ongoing HQS inspections under a three-year contract for Fort Worth Housing Solutions (formerly the Housing Authority of the City of Fort Worth, Texas). We perform approximately 1,100 HQS inspections per year under this contract.

The company also provided HQS inspections for over 235 apartment units in Richmond, VA, which were undergoing RAD conversion. This project was conducted under a Master Development Agreement between The Michaels Organization and the Richmond Redevelopment and Housing Authority.

We also provided HQS inspections for 347 units for the Towers at Kuhio Park Apartments (two high-rise buildings) in Honolulu, Hawaii, which were undergoing RAD conversion. This project was conducted under a Master Development Agreement between The Michaels Organization and the Hawaii Public Housing Authority.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Section 504 Compliance Assessments

All the numerous physical needs assessments we have conducted for public housing agencies all over the country included a review of Section 504 Transition Plans and evaluating physical sites, buildings, and interiors for Section 504 compliance.

Lead Paint/Hazardous Material Disposal

Our firm has serviced over 106 PHAs where testing was conducted for lead-based paint and asbestos. We incorporated the results of the test into the capital funds program. If the results of the test were positive, we assisted the agencies by preparing the budgets and recruiting abatement experts to do the abatement process.

Knowledge of Local/State Building Codes and Federal Requirements

Our field inspection staff are certified by the International Code Council (ICC) and research and update themselves on local building codes. We have conducted over 10,500 code inspections in over 20 cities. Our inspectors are also familiar with the International Energy Conservation Code.

Energy Consumption Reviews under HUD Contract

Energy consumption reviews and evaluations have been part of our independent PHAS assessments of Troubled Housing Authorities, conducted under HUD contract. Our recommendations, based on these independent assessments, have resulted in improved performance by public housing agencies on the energy-related indicators.

Energy Efficiency Assessments for Other Government and Private Entities

Over the last 39 years, besides HUD and PHAs, we have successfully assisted many government agencies with various services on the Federal, State, and local level, including the U.S. Department of Labor, U.S. Army Corps of Engineers, State of Texas, State of Colorado, State of Michigan, and various city and county governments.

For example, we performed residential weatherization assessments and post-inspections for various Texas cities and counties, including Austin, Houston, Fort Worth, Odessa, and others. We have also applied our government experience to the private sector by partnering with the Department of Energy and Environmental Protection Agency's ENERGY STAR Program for residential new construction and specifically new home builders across the state of Texas. Since that time, we have inspected, tested, rated, and certified more than 4,000 new homes per year under the ENERGY STAR Program for numerous major homebuilding companies.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Past Performance

The primary objectives of The Nelrod Company are to complete contract efforts in a timely manner and provide PHA management information to make informed decisions and accomplish work within established budgets using proper cost controls. Our efforts have included site work nationwide from Port Chester, New York, to Los Angeles, California, and from Saginaw, Michigan, to Brownsville, Texas. Nelrod is proud of its performance in meeting all scheduled completion dates and established budgets during the past 39 years, even when working simultaneously on multiple contracts. Four factors contribute to our performance in meeting schedules and budgets: use of on-call associates, use of state-of-the-art computer hardware and software, use of high-tech assessment systems, and working relationships with HUD.

In the last 20 years, Nelrod has managed over \$40 million of government technical assistance services on a broad variety of task and work order requests, as well as acting as the prime contractor on several HUD initiatives: the Disaster Voucher Program Referral Call Center; the Katrina Disaster Housing Assistance Program Referral Call Center; the Information Resource Center for Public and Indian Housing; the Welfare-to-Work Housing Voucher Program for Public and Indian Housing; the Homeownership Voucher Program; and the Recovery and Prevention Corps (formerly Troubled Agency Recovery Center).

Our firm has performed cost reimbursement, level of effort (time and materials), unit price, and fixed price contracts. Deliverables were completed on time and within budget and were found acceptable by the Government. The record of completing quality jobs in a timely manner and on budget is third-party verified and reported by Dun and Bradstreet (Opening Ratings Report) to the General Services Administration (GSA), with an overall score of 89, which is excellent for a consulting firm and puts us in the top 11% nationally.

Through a myriad of Monthly Program Reports and Final Reports submitted to and approved by the HUD Contracting Office, GTRs, and GTMs, Nelrod documents its track record of completing projects on time and within budget. Nelrod has managed up to 157 contracts and jobs simultaneously with its project management system. DCAA has reviewed Nelrod's accounting, tracking, and project management systems and found them satisfactory for cost reimbursement, fixed price, and time and materials contracts (Report No. 3511-2001M28000002).

In addition, for the last 20 years, Nelrod received "Excellent" or "Good" ratings on all HUD program assessment and technical assistance projects rated through the HUD Standard Contractor Performance evaluation system.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

The Nelrod Company is a RESNET (Residential Home Energy Services Network) accredited home energy rating provider, as well as a RESNET-accredited training provider, certifying and overseeing individuals to perform home energy ratings for HUD, DOE, VA, and EPA energy-efficient homes programs.

Nelrod is an EPA ENERGY STAR® Homes Partner and for the last 19 years has won the ENERGY STAR® Certified Homes Market Leader Award (formerly Leadership in Housing Award and Outstanding Achievement Award) for rating over 1,000 homes per year accurately in energy efficiency. Since 2001, we have certified the energy efficiency of approximately 60,000 homes.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Staffing

Staffing

James Rodriguez | Project Executive

Oversees the contractual aspects of the projects. He will also meet with the Project Manager and ensure that the project is on schedule.

Johnnie Watson | Project Manager

Assigns and oversees personnel and is ultimately responsible for satisfactory accomplishment of all tasks. Also, conducts physical needs inspections and energy audits.

Robert Salcido | Professional Engineer

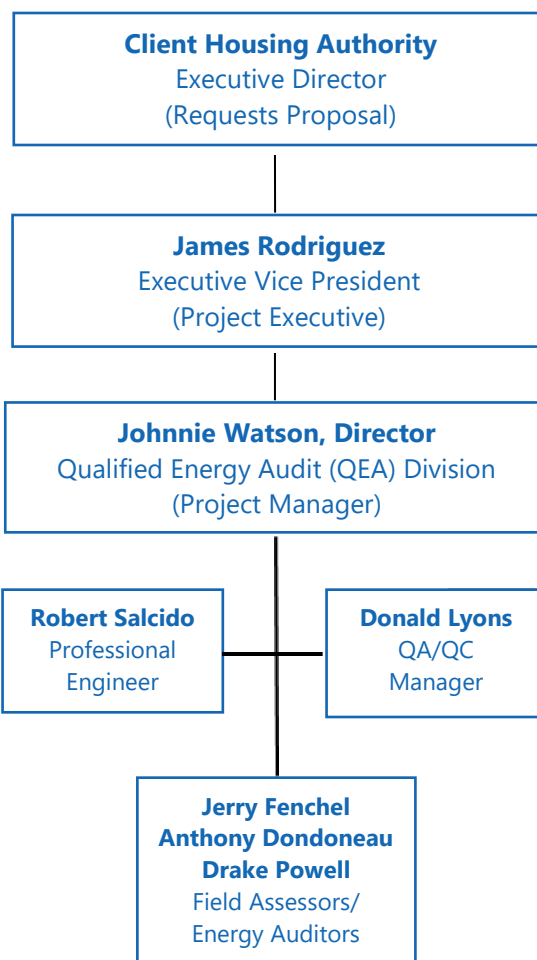
Provides additional expertise and supervision on physical inspection and energy audit issues, when needed.

Donald Lyons | QA/QC Manager

Oversees the technical processes and ensures that all personnel are fully trained and qualified to perform their assigned tasks.

Jerry Fenchel | Field Assessor/Energy Auditor**Anthony Dondoneau | Field Assessor/Energy Auditor****Drake Powell | Field Assessor/Energy Auditor**

A field assessor/energy auditor observes, measures, records data, and describes needs discovered during the assessment process. Coordinates with PHA staff to schedule onsite visit and develops the PNA and energy audit reports.



GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Key Personnel Resumes and Certifications

Joshua Rodriguez

Principal | President/CEO



With over 20 years' experience in the Affordable Housing industry, Mr. Rodriguez leads all the strategic, management, and operational planning for The Nelrod Company. Mr. Rodriguez's experience includes an extensive background in systems planning and development of business processes for agency operational systems, including systems for performing utility allowances, rent reasonableness studies, energy audits, quality assurance reviews, and physical needs assessments.

Mr. Rodriguez served as Project Director for the development of HUD's Green Physical Needs Assessment tool under an American Recovery and Reinvestment Act (ARRA) contract administered by the U.S. Department of Housing and Urban Development. He also served as a Manager and Supervisor for HUD's Office of Public and Indian Housing's Information Resource Center (September 2002 to September 2004 and September 2006 to September 2008), HUD's Katrina Disaster Housing Assistance Program (KDHAP) Referral Call Center (October 2005 to March 2006), and HUD's Disaster Voucher Program (DVP)/Disaster Housing Assistance Program (DHAP) Referral Call Centers (February 2006 to March 2008).

Mr. Rodriguez has extensive knowledge of system development and process design to bring The Nelrod Company to the forefront in creating innovative and proven operational solutions for affordable housing agencies nationwide. His strategic thinking and business process design led to the creation of multiple web-based systems for the affordable housing industry, including the country's first HUD-compliant and reliable web-based rent reasonableness determination system, which allows users to receive rent determination reports within minutes, a web-based Rental Integrity Monitoring (RIM) system, which is a quality assurance system that facilitates the performance of tenant file reviews, and a web-based Utility Allowances system, which allows agency personnel to develop utility consumptions and calculate utility allowances.

Experience

- Over 20 years' experience in the affordable housing industry
- Project Director for the development of HUD's PNA Tool
- Managed several other HUD projects
- Developed multiple web-based systems for the affordable housing industry

Education

Master's Degree in Healthcare Administration | University of Texas at Arlington
Bachelor's Degree in Information Systems | University of Texas at Arlington

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

James Rodriguez

Executive Vice President | Chief Operating Officer | Project Executive



As Nelrod's Executive Vice President, Mr. Rodriguez oversees the daily efforts of a team of over twenty (20) full-time employees and certified energy inspectors. Since 2001, Nelrod has inspected and tested over 46,000 buildings nationwide, promoting energy efficiency and green construction practices to both the residential and the commercial sectors. Mr. Rodriguez is involved in virtually every facet of the business, including strategic direction, operations, training, business development, marketing, sales, government affairs, and finance.

In support of Nelrod's core business, Mr. Rodriguez oversees numerous large energy inspection and home energy rating contracts with Texas production home builders. Mr. Rodriguez also oversaw several ARRA-funded Weatherization Assistance Program (WAP) energy auditing contracts Nelrod held with the City of Houston, TX, City of Austin, TX, City of Beaumont, TX, City of Odessa, TX, Travis County, TX, as well as several Community Action Agencies, which helped provide weatherization assistance for over 6,000 homes across the State of Texas within two years.

As part of The Nelrod Company's Annual Consortium Conference, Mr. Rodriguez routinely trains and consults hundreds of public housing agencies on Green Building Principles and energy retrofit funding opportunities outside of traditional PHA Capital and Operating Funds.

Experience

- Oversees over 20 certified energy inspectors
- Promotes green construction practices
- Works with major home builders to promote energy efficiency
- Spent four years working as an online strategic consultant on Capitol Hill in Washington, DC

Certifications

- RESNET Home Energy Rater (HERS)
- ICC Commercial | Residential Energy Inspector
- ICC Residential Code Inspector
- ICC Mechanical Code Inspector
- ICC Plumbing Code Inspector
- ICC Electrical Code Inspector

Education

Bachelor of Arts Degree | University of Texas at Austin

Industry Service

City of Fort Worth – Construction and Fire Prevention Board of Appeals
 Dallas Builders Association – Government Relations Committee
 Department of Energy's National Renewable Energy Laboratory (NREL) Weatherization Inspector Certification Scheme Committee Member
 Greater Fort Worth Builders Association – Board of Directors; Government Affairs Committee Chairman; Young Professionals Committee
 Texas Association of Builders – Codes and Standards Committee Member
 Texas Builders Foundation – Board of Trustees

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Johnnie Watson

Director of Qualified Energy Audit (QEA) Division
(Project Manager/Field Assessor)



As QEA Director, Mr. Watson serves as Project Manager for all Nelrod's Physical Needs Assessment, Energy Audit, Demo-Dispo Assessment, and PCA/CNA engagements, as well as often personally performing the onsite field assessment. As Project Manager, he is ultimately responsible for the accuracy and quality of all final reports. He has over 22 years' experience in the construction industry, including residential inspections. Additionally, he has over 17 years in cost estimating using various cost indices, and is trained in UPCS, HQS, and HUD Modernization Standards.

Using his extensive PNA experience, he served on the design team that developed the HUD PNA Tool, as well as the HUD inspection team that pilot-tested the tool. He performed inspections for the HUD pilot test sites of San Bernardino County, CA, Carrizo Springs, TX, and Anne Arundel County, MD.

Mr. Watson also performs energy audits and is experienced in blower door testing and duct leakage testing. Public housing agencies for which he has performed PNAs and energy audits include Southern Nevada Regional Housing Authority (Las Vegas, NV), Reno, NV, New Orleans, LA, East St. Louis, IL, Corpus Christi, TX, Lubbock, TX, Springfield, IL, and many others throughout the country.

Prior to his employment at Nelrod, Mr. Watson served as a Construction Manager for Meritage Homes in Fort Worth, TX, where he supervised the construction of homes in compliance with the EPA ENERGY STAR homes program. He also served in the U.S. Navy, where he operated and maintained steam turbine engine systems, electric turbine generator systems, evaporative water distillation plants, hydronic heating systems, and water-cooled chiller systems.

Experience

- Performed PNAs and Energy Audits for more than 100 PHAs
- Over 22 years' experience in construction and energy efficiency, including cost estimating
- Trained in UPCS, HQS, & HUD Modernization Standards
- Helped develop HUD PNA Tool & served on HUD inspection team that pilot-tested tool

Certifications

- RESNET Home Energy Rater (HERS)
- ICC Residential Energy Inspector/Plans Examiner
- EPA ENERGY STAR Homes Energy Rater
- RESNET Green Rater
- Green Built Texas Registered Verifier
- NGBS Accredited Green Verifier

Special Training

Received training on the use of NEAT (National Energy Audit Tool) software
Completed all three levels of Retrotec's U.S. Army Corps of Engineers (USACE) Air Leakage Testing School

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Robert Salcido, PE and CEM

Staff Professional Engineer (Supervisor)



Mr. Salcido specializes in software design, building science, energy modeling, and building energy analysis. He has over 22 years' experience in energy efficiency, including over 16 years with building energy auditing and data analysis. He served as Project Lead on utility bill analyses, energy audits, building energy simulations, EEM analyses, and reports for commercial, industrial, and school projects. These projects included working with the National Park Service, Berea Schools, Colorado Springs School District, and U.S. Air Force.

Mr. Salcido served in two positions with NORESCO, LLC (formerly known as Architectural Energy Corporation), Boulder, CO: Director of REM Software and Staff/Senior Engineer. He worked in the building energy services group, which performed energy audits, building energy modeling, commissioning, retro-commissioning, and building diagnostics. His duties included commercial building energy audits and energy modeling of these buildings. He also served as Staff HVAC Engineer with EUA COGENEX (Highland Energy Group), Boulder, CO. He developed monitoring and verification data collection for commercial ESCO projects, performed commercial energy audits for HVAC and lighting projects, and provided monitoring and verification of projects while leading energy audits.

Experience

- Over 22 years' experience in energy efficiency
- Over 16 years' experience with building energy auditing and data analysis
- Served as Energy Audit Project Lead for commercial, industrial, and school projects
- Clients included National Park Service, Berea Schools, Colorado Springs School District, and U.S. Air Force
- Served as Director of the team that developed REM/Rate and REM/Design software
- Served on RESNET Technical Committee and RESNET SDC 300 Calculations subcommittee

Certifications

- Professional Engineer, State of Colorado (No. 39846)
- Certified Energy Manager, State of Colorado
- LEED Accredited Professional, U.S. Green Building Council
- Multi-Family Building Analyst and BPI Certified Professional, Building Performance Institute

Education

Master's Degree in Civil Engineering | University of Colorado, Boulder, CO
 Bachelor's Degree in Environmental Resources Engineering | Humboldt State University, Arcata, CA

Mr. Salcido's Master's Degree is with an emphasis in Building Systems, Controls, and Renewable Energy Resources. His Bachelor's Degree is with an emphasis in Building Energy Analysis and Alternative Energy Resources.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Donald Lyons

Quality Assurance/Quality Control (QA/QC) Manager



With over 20 years' experience in the housing inspection industry, Mr. Lyons has extensive experience with energy efficiency inspections and above code programs for new construction, having performed inspections, including blower door and duct blower testing, on more than 4,000 residential homes, commercial buildings, and multi-family developments. Before coming to Nelrod, Mr. Lyons served as Service Manager for A-1 Homes Group, Inc.

His experience includes PNAs and Energy Audits for various public housing agency, including Norman, OK, East St. Louis, IL, Omaha, NE, Tuscaloosa, AL, Corpus Christi, TX, Crystal City, TX, Orange, TX, Los Fresnos, TX, La Joya, TX, Benicia, CA, Moline, IL, Oil City, LA, Pennington County, SD, among others.

Mr. Lyons also provides training and quality control services. He served as the Lead Trainer for Oncor Electric Delivery's Weatherization Contractors who participate in their Standard Offer Programs. He trains a curriculum developed by Nelrod on whole house diagnostics, inspection protocols, and performance testing, including blower door and duct blaster operation and troubleshooting.

Mr. Lyons conducts both classroom and field Home Energy Rating System (HERS) training using a RESNET-approved curriculum developed by Nelrod to prepare Home Energy Rater candidates to pass the National Rater Exam and provide Home Energy Rating services for both new construction and existing home energy audits. Because of Mr. Lyons' extensive training background, he was asked to participate in curriculum development for the new Energy Efficiency Specialists Program at Texas State Technical College.

Mr. Lyons also routinely provides training to builders and trade contractors in residential construction on proper installation of materials, equipment, and construction techniques that contribute to energy efficiency and green building. He has performed diagnostics on homes with performance problems and/or high utility bills to resolve building performance issues and recommend corrective action.

Experience

- Over 20 years' experience in the housing inspection industry
- Performed energy efficiency inspections on more than 4,000 homes/buildings
- Provides HERS training
- Helped develop curriculum for Energy Efficiency Specialists Program at Texas State Technical College

Certifications (Partial – Approx. 40 in all)

- LEED AP Homes (U.S. Green Building Council)
- LEED Green Associate
- RESNET Home Energy Rater (HERS)
- RESNET Quality Assurance Designee/Trainer
- RESNET Green Rater
- ICC Residential Energy Inspector/Plans Examiner
- ICC Commercial Energy Inspector
- ICC Commercial Energy Plans Examiner

Special Training—Mr. Lyons is one of our experts concerning green construction. His LEED Green Associate and LEED AP Homes credentials denote advanced knowledge of green design, construction, and operations.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Jerry Fenchel

Field Assessor/Energy Auditor



Mr. Fenchel has 15 years' experience in performing construction inspections, as well as 8 years in cost estimating. He served on the design team that developed the new HUD Green PNA Tool and conducted GPNAs for housing agencies in Troy, NY, Beacon, NY, and Lancaster, PA. Other PHAs for which he performed assessments include Youngstown, OH, Winston-Salem, NC, Beacon, NY, San Mateo County, CA, Corpus Christi, TX, Richmond, CA, Harlingen, TX, Orange, TX, and others. Some of these PNAs also included property viability assessments and development of capital improvement strategies.

With over 20 years' experience in the housing industry, Mr. Fenchel is trained in UPCS, HQS, and HUD Modernization Standards and, besides PNAs, also performs public housing safety and sustainability inspections and oversees new business development in energy efficiency residential construction. He is also an International Code Council-certified Energy Inspector/Plans Examiner and RESNET-certified Home Energy Rater and has performed over 100 energy audits for The Nelrod Company, including energy audits for public housing agencies in Petersburg, VA; Maricopa County, AZ; Riverside County, CA; Hidalgo County, TX; Moundsville, WV; Benwood, WV; Armstrong County, PA; and Sterling Heights, MI.

Retired from the U.S. Navy after a 22-year career (Chief Petty Officer), Mr. Fenchel has also served as Director of Account Management for WorldTravel Housing and Registration, Director of Operations for Wyndham Resources International, Account Executive—Building Group for Miller Freeman, Inc., Sales Manager—Surfaces Trade Show for Hanley Wood, LLC, and Director of National Accounts for Guaranteed Watt Saver Systems—West, Inc. (an engineering, consulting, and inspection company).

Experience

- Served on design team that developed new HUD Green PNA Tool
- Performed GPNAs & PNAs for more than 100 PHAs
- Over 20 years' experience in the housing industry, including cost estimating
- Up to date with UPCS, HQS, & HUD Modernization Standards

Certifications

- RESNET Home Energy Rater (HERS)
- ICC Residential Energy Inspector/Plans Examiner
- Whole House Diagnostics from Texas Home Energy Raters Organization (HERO)
- National Energy Audit Tool (NEAT)
- FEMA-Certified Home Inspector
- ICC Commercial Energy Plans Examiner

Special Training

Before coming to Nelrod, Mr. Fenchel performed inspections for the Federal Emergency Management Agency (FEMA) under FEMA's Individual Housing Program (IHP). He received FEMA certification in ACEIII Initial and ACEIII Advanced and completed over 1,500 individual inspections on homes damaged in hurricanes in Louisiana, Florida, and Puerto Rico. He still provides FEMA inspections when needed and conducted over 370 inspections in Texas and Louisiana in the wake of hurricanes Ike and Gustav.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Anthony Dondoneau

Field Assessor/Energy Auditor



Mr. Dondoneau is a Qualified Home Energy Rater, with both RESNET and ICC certifications, who has experience performing Physical Needs Assessments and Energy Audits throughout the United States. He has over 21 years' experience in management, quality control, and inspections, including four years with Nelrod.

Mr. Dondoneau has provided Physical Needs Assessments and/or Energy Audits for various housing agencies, including Louisville, KY, Springfield, OH, Charleston, WV, Colorado Springs, CO, Muscatine, IA, Logan County, IL, Grant County, WA, Williamstown, KY, Sturgis, KY, Trinidad, CO, among many others. He has also provided projected energy ratings for builders in the Dallas/Fort Worth, Austin, and Houston, TX areas, including Trinity Habitat for Humanity and the Dallas Habitat for Humanity.

Before coming to Nelrod, Mr. Dondoneau performed quality control and inspections for hotels such as Hilton, Holiday Inn Express, and Best Western. He also worked in quality control for Amazon and managed movie theaters, helping multiple theaters with digital conversion and renovations.

Experience

- 21 years' professional experience
- Provides PNAs & Energy Audits for PHAs
- Provides projected energy ratings for builders
- Up to date with UPCS, HQS, & HUD Modernization Standards

Certifications

- RESNET Home Energy Rater (HERS)
- ICC Residential Energy Inspector/Plans Examiner
- Housing Quality Standards (HQS) Certification
- Bachelor's Degree in Business Management

Education

Bachelor's Degree in Business Management | Northwood University in Midland, MI

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Drake Powell

Field Assessor/Energy Auditor



Mr. Powell is a Qualified Home Energy Rater, with both RESNET and ICC certifications, who has experience performing Physical Needs Assessments and Energy Audits throughout the United States. He has close to 3 years' experience with inspections, including 2 years with Nelrod.

Mr. Powell has provided Physical Needs Assessments and/or Energy Audits for various housing agencies, including Tuscaloosa, AL, Bond County, IL, Jeffersonville, IN, Kansas City, KS, Louisville, KY, Wilmington NC, Omaha, NE, Lane County, OR, Madison, WI, among others. He has also provided projected energy ratings for builders in the Dallas/Fort Worth, Austin, and Houston, TX areas, including Trinity Habitat for Humanity and the Dallas Habitat for Humanity.

Before coming to Nelrod, Mr. Powell worked for N7 Inspections in Austin, TX. He performed plans examination, visual inspections, and performance testing on single-family and multifamily new and existing buildings.

Experience

- Provides PNAs & Energy Audits for PHAs
- Provides projected energy ratings for builders
- Up to date with UPCS, HQS, & HUD Modernization Standards

Certifications

- RESNET Home Energy Rater (HERS)
- ICC Residential Energy Inspector/Plans Examiner
- Housing Quality Standards (HQS) Certification

Additional Qualified Field Assessors/Energy Auditors and Support Specialists, as needed.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

References**Southern Nevada Regional Housing Authority**340 N. 11th Street, Suite 150, Las Vegas, NV 89101**Contact:** Deena Williams, Development and Modernization Specialist**Telephone:** 702-477-3151 / **Fax:** 702-922-6080 / **Email:** dwilliams@snvrha.org**Services:** Performed new Physical Needs Assessment for scattered sites in 2023 and Physical Needs Assessment and Energy Audit for entire agency in 2022. Performed earlier PNA and Energy Audit in 2016, with updates performed 2017 to 2020. Provided CNA/RPCA for two properties in 2017 and online HQS refresher training in 2020.**Tuscaloosa Housing Agency**

2117 Jack Warner Parkway, Tuscaloosa, AL 35401

Contact: Jessica Alexander, Director of Development**Telephone:** 205-758-6619, ext. 101 / **Email:** jalexander@tuscaloosahousing.org**Services:** Physical Needs Assessment and Energy Audit (2020)**Muscatine Municipal Housing Agency**

215 Sycamore Street, Muscatine, IA 52761

Contact: Jodi Royal-Goodwin, Community Development Director**Telephone:** 563-264-1554 / **Email:** jroyal-goodwin@muscatineiowa.gov**Services:** Physical Needs Assessment and Energy Audit (2020)**Childersburg Housing Authority**

250 6th Avenue SW, Childersburg, AL 35044

Contact: Leigh Williams, Executive Director**Telephone:** 256-378-6008 / **Email:** leigh.williams@childersburgha.org**Services:** Physical Needs Assessment and Energy Audit (2020)

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Section 3 Compliance**MBE, EEO, and Section 3 Statements****Commitment to Diversity**

The Nelrod Company operates in full compliance with all applicable civil rights and nondiscrimination statutes, executive orders, rules, and regulations.

Minority-Owned Firm

The Nelrod Company is a 100% minority owned (Hispanic) and managed enterprise. The firm is certified by the State of Texas as a Historically Underutilized Business (certification No. 1752346001600). A "Historically Underutilized Business" (HUB) is an entity with its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, and/or American woman who reside in Texas and have a proportionate interest and demonstrate active participation in the control, operations, and management of the entity's affairs. Our HUB certificate from the State of Texas is attached.

Equal Opportunity Employer with a Diverse Workforce

The Nelrod Company is an equal opportunity employer and makes every effort to use talented minorities and women in producing its products and delivering its services.

Section 3 Statement for This Engagement

The Nelrod Company does not need any subcontractors or additional hires to perform the work required by the RFP. However, as mentioned above, Nelrod is itself a minority-owned firm.

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PRICE PROPOSAL

The price proposal appears in the following section, followed by the requested forms.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT**Proposed Rates****Proposed Rates for Green Physical Needs Assessment and Energy Audit****Hourly Rates for This Proposal**

Project Executive - Rate: \$248.00, Hours: 3.....	\$ 744.00
Project Manager - Rate: \$215.00, Hours: 4.....	\$ 860.00
Field Assessor(s) - Rate: \$155.00, Hours: 28.....	\$4,340.00
Administrative Support - Rate: \$65.00, Hours: 10.....	\$ 650.00
Travel Expenses.....	\$1,083.00
Grand Totals.....	\$9,799.00

Cost Notes

Price is based on tasks required to complete the work described in the Task Plan. These tasks include Assessor work for analysis and field survey/inspections; research; coordination; limited team meetings; itemized costing; writing and editing documents; preparation of documents and quality control; final report; submission to PHA; and any local/state registration and fee charges if applicable. If additional work is requested, these tasks will be developed on an hourly basis, as needed.

Prices quoted are for performing all services in the statement of work for all Agency developments and facilities listed in the RFP. Utilizing economies of scale, pricing for individual developments was based on performing services on all developments. If Agency requests contractor to perform less than all developments, individual development pricing will increase due to certain fixed costs (e.g., preparing PHA-wide cost library, airline tickets, etc.).

Total Price includes inspecting up to 17 dwelling units.

Price also includes reimbursement of travel, lodging, and meal costs, not to exceed federal per diem level plus tax and fees.

Performance, deliverables, and level of effort in this proposal are dependent upon timely, accurate, and complete information from the Agency and related entities.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

We will provide two hard copies and one electronic copy of the PNA Final Report, including support documentation.

We will make material changes to the report for Agency and/or HUD review necessary to bring the report into compliance with regulatory or HUD requirements. Subjective changes provided to the Contractor by the Agency after the initial review which have no effect on regulatory requirements will be additionally charged to the Agency by the Contractor at the hourly rates used for this proposal as listed above.

This proposal shall remain valid for a period not less than 90 days from the proposal due date.

While providing services, copyrighted materials (source documents) existing prior to contract award may be utilized. This material is being provided for the use of BHA staff only and may not be used by other agencies without written permission from the copyright holder. The copyright holder retains the rights to all copyrighted materials.

Terms

An initial payment for start-up costs is requested and subsequent monthly progress payments per completion schedule, if applicable.

The Agency reserves the right to negotiate proposed scope of work, project schedule, payment terms, and related cost changes with The Nelrod Company.

GREEN PHYSICAL NEEDS ASSESSMENT AND ENERGY AUDIT

Requested Forms

Requested Forms Appear on the Following pages.

REQUEST FOR PROPOSALS

PHYSICAL NEEDS ASSESSMENT & ENERGY AUDIT

Addendum

September 23, 2024

The Muscatine Municipal Housing Agency is soliciting competitive proposals from qualified firms to complete a Physical Needs Assessment and Energy Audit of its public housing properties as a foundation of the agency's strategic planning processes. The Respondents should have a documented track record of providing the required services, preferably for public housing authorities or similar agencies. Specifically, MMHA seeks to identify the capital needs of the MMHA public housing portfolio, inform expenditure prioritization under the HUD Capital Fund Program, identify opportunities for energy conservation, and prepare for any funding opportunities or federal mandates.

Addendum reflects the answers to questions received by September 20, 2024.

Question 1: Can you provide the overall square footages of the building areas to be included in the assessment?

Answer: Sunset Park Apartments - square footages and the number of each apartment type:

(30) 2 bed= 770 ft²

(16) 3 bed= 960 ft²

(4) 4 bed= 1250 ft²

Clark House, there are (100) 1 bed= 572 ft²

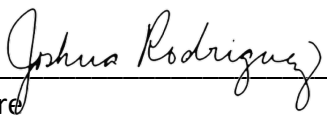
A full copy of the RFP is available at: <https://www.muscatineiowa.gov/Bids.aspx?BidID=523>.

Questions may be directed to mrinnert@muscatineiowa.gov.

Proposals must be submitted no later than *Tuesday, October 8, 2024, at 4:00 pm.* to:

Melissa Rinnert, Housing Programs Supervisor
City of Muscatine, City Hall
215 Sycamore Street
Muscatine, Iowa 52761

I have received and reviewed the Addendum dated September 23, 2024.



Signature

10-2-24

Date

Nelrod is not claiming Section 3 status.

Please complete the following:

1. If awarded a contract for this HUD funded project, do you anticipate being able to determine employees' hourly wages and addresses?

☐ Yes ☐ No

If yes, please estimate the number of hours to be completed on the project by all workers:

2. Is your business a Section 3 Business?

☐ Yes ☒ No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this HUD funded project?

☐ Yes ☐ No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐ Yes ☐ No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

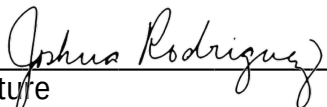
☐ Yes ☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agreement to provide reports to the City of Muscatine on Section 3 efforts and accomplishments.

<u>The Nelrod Company</u>	<u>3301 West Fwy, Fort Worth, TX 7610</u>
Name of Contractor/Subcontractor	Address

Joshua Rodriguez
Print Name

President and CEO
Title


Signature

10-3-24
Date

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

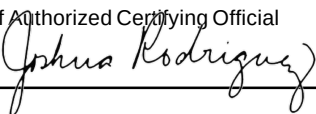
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant The Nelrod Company		Date 10-3-24
Signature of Authorized Certifying Official 	Title President and CEO	

PROFESSIONAL SERVICES CONTRACT

Physical Needs Assessment & Energy Audit

THIS AGREEMENT, made this 31st day of October 2024, by and between the City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761, hereinafter referred to as the "Agency", and The Nelrod Company, 3301 West Freeway, Fort Worth, Texas 76107, hereinafter referred to as "Consultant".

WITNESS, whereas the Agency is in need of services required to complete a Public Housing Physical Needs Assessment (PNA) and an Energy Audit (EA), and

WHEREAS, the Consultant agrees to furnish the various professional services required by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and promises the parties hereto, it is agreed:

SECTION I - CONSULTANT SERVICES

- A. The Consultant agrees to perform services related to the completion of the PNA and EA as requested in the Agency's Request for Proposal dated August 22, 2024 and the Consultant's proposal dated October 4, 2024.
- B. General tasks to be undertaken in completing the PNA and EA are as follows:
 - 1. Staff Interviews
 - 2. Data Analysis
 - 3. Field Inspections
 - 4. Draft Reports, including HUD forms and tools as required, for review
 - 5. Final Reports, including HUD forms and tools as required

Each phase of work is more particularly described in the Proposal, which is incorporated by reference.

- C. No changes or additions to this scope of services shall be incorporated unless mutually agreed upon by both parties in writing.
- D. Deliverables will be provided as outlined in the Consultant's Proposal:
 - 1. One electronic copy (on flash drive or other electronic delivery method) of the Draft PNA and Energy Audit Reports within 60 day after contract finalization for Agency review.
 - 2. Two hard copies and one electronic copy (on flash drive or other electronic delivery method) of the final PNA and Energy Audit Reports upon receipt of Agency review comments.

3. A completed copy of HUD's Physical Needs Assessment (PNA) Tool with all of the Agency's PIC Data, PNA Inspections, Comprehensive Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs and Marketability Needs installed, if necessary.

SECTION II - AGENCY RESPONSIBILITIES

- A. The Agency shall promptly compensate the Consultant in accordance with Section III of this Agreement.
- B. The Agency shall provide requested information to the Consultant in a reasonable period of time. Such information shall include but shall not be limited to blueprints, previous studies, UPCS and REAC inspection reports, and maintenance records and plans. The Consultant may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by Agency.
- C. The Agency will assist in providing access to and make all provisions for entry upon both public and private portions of the project.
- D. The Agency will give prompt notice to the Consultant whenever the Agency observes or otherwise becomes aware of any defect in the proposed project.
- E. The Agency shall designate a liaison person to act as the Agency's representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the Agency's policies with respect to the project and Consultant's services.

SECTION III - COMPENSATION FOR SERVICES

The Agency shall pay the Consultant Nine thousand seven hundred ninety-nine dollars and no cents (\$9,799.00) for the services as stated in this contract. The fee also includes reasonable costs for travel expenses, clerical support, and administrative fees, materials and expenses. If additional services are requested and/or agreed upon compensation shall be at the following rates:

Project Executive	\$248.00/hour
Project Manager	\$215.00/hour
Field Assessor(s)	\$155.00/hour
Administrative Support	\$ 65.00/hour
Expenses	Actual cost

The Agency shall pay the Consultant as a fee for the services as stated in this contract, the sum not to exceed \$9,799.00, which also includes costs for reasonable travel, lodging, clerical and other administrative expenses. This amount is to be paid as follows:

- A. An initial payment for start up costs is requested and subsequent monthly progress payments per completion schedule, if applicable.
- B. Final payment will be made within 10 days after Agency receives final copies of documents. Final payment is to be not less than (10%) \$979.90.

SECTION IV - GENERAL

- A. **STANDARD OF CARE**
Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **DISCRIMINATION**
No person shall, on the grounds of race, color, national origin, sex, sexual preference, disability, age, familial status, or religion, be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.
- C. **PRODUCT OF SERVICES; COPYRIGHT**
All materials developed or acquired by Consultant under this Agreement shall become the property of the Agency and shall be delivered to the Agency not later than the termination of this Agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the Consultant without the prior written approval of the Agency. All Consultant copyrighted materials remain the sole property of Consultant.
Consultant reserves all rights.
- D. **STATUS OF CONTRACTOR**
The Consultant and its agents or employees are independent contractors performing professional services for the Agency.
- E. **ASSIGNMENT**
Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.
- F. **LIMITATION OF LIABILITY**
Consultant shall indemnify, defend, and hold harmless Agency and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by Consultant's employees, agents, or

subconsultants. In no event shall Agency be liable to Consultant for consequential, incidental, indirect, special, or punitive damages.

Agency shall indemnify, defend, and hold harmless Consultant and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by Agency's employees, agents, or consultants. In no event shall Consultant be liable to Agency for consequential, incidental, indirect, special, or punitive damages.

G. GROSS RECEIPTS

The Consultant shall be responsible for the payment of Federal, State and FICA taxes levied on amounts paid to Consultant pursuant to this Agreement.

H. INSURANCE

The Consultant agrees to maintain, at the Consultant's expense, statutory worker's compensation coverage. The Consultant also agrees to maintain, at Consultant's expense, general liability insurance coverage insuring Consultant against claims for bodily injury, death or property damage arising out of Consultant's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

I. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice.

In the event of termination, the Agency shall be obligated to the Consultant for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. Consultant shall provide data completed up until date of termination.

J. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

K. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the Consultant under this Agreement or the termination of this Agreement for any reason.

L. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligations referring to the subject matter other than those contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

Agency: Muscatine Municipal Housing Agency

By: Brad Bark

Title: Mayor/Chair Board of Commissioners

Signature: _____ Date: _____

Consultant: The Nelrod Company

By: Joshua Rodriguez Title: President & CEO

Signature:  Date: 05/11/24

PNA EA contract Nelrod 2024

Final Audit Report

2024-11-05

Created:	2024-11-05
By:	Johnnie Watson (johnnie@nelrod.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe-UwSQ93yjPDyWsQdvJ4Au24eciRiB3r

"PNA EA contract Nelrod 2024" History

-  Document created by Johnnie Watson (johnnie@nelrod.com)
2024-11-05 - 8:11:37 PM GMT
-  Document emailed to Joshua Rodriguez (joshua@nelrod.com) for signature
2024-11-05 - 8:11:42 PM GMT
-  Document e-signed by Joshua Rodriguez (joshua@nelrod.com)
Signature Date: 2024-11-05 - 8:12:58 PM GMT - Time Source: server
-  Agreement completed.
2024-11-05 - 8:12:58 PM GMT



City of Muscatine

ITEM NUMBER 2024-0494

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Kevin Coon, City Engineer
Tyson Wedekind, Roadway Maintenance Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Issue a Purchase Order, in the Amount of \$59,585.00, to Heuer Construction, Inc. for the Repair and Replacement of a Section of Dick Drake Way.

EXECUTIVE SUMMARY

This request is to issue a purchase order in the amount of \$59,585.00 to Heuer Construction, Inc. for the repair and replacement of a section of Dick Drake Way. This section is located at the rail spur approximately 1,000 feet west of Stewart Road. The replacement is for a total length of 120 feet of pavement.

STAFF RECOMMENDATION

To approve the request

BACKGROUND/DISCUSSION

Earlier in 2024 staff had received complaints about road roughness at the rail spur west of Stewart Road. Staff applied patching where necessary and monitored the condition of the rail crossing. Around the end of summer and beginning of fall the crossing began to degrade at a rapid rate and to a point where patching was no longer effective. Due to how critical Dick Drake Way is to the city of Muscatine, a request for quotes to repair the 120 feet of roadway (60 feet to each side of the rail spur) was sent to local paving contractors with an expectation that the repairs would be completed before winter. Two quotes were received and Heuer Construction, Inc. was the low quote. Portions of this repair, such as traffic control and railroad coordination, are to be completed by city staff in order to expedite the process and to save on cost. A full road closure and detour will be necessary for these repairs and is in a separate request.

CITY FINANCIAL IMPACT

Funds are available from the Road Use Tax.

ATTACHMENTS

1. 4675_001
2. Dick Drake Way Scope



Construction

DATE: 9/16/2024

PROPOSAL

2360 BYPASS 61
MUSCATINE, IA 52761
PHONE: 563-264-8533
FAX: 563-263-4331

PROPOSAL NO. 3839

PAGE NO. 1 OF 1 PAGES

PROPOSAL SUBMITTED TO: CITY OF MUSCATINE

JOB NAME: DICK DRAKE WAY

ATTN: TYSON WEDEKIND

JOB LOCATION: MUSCATINE, IA

EMAIL: TWEDEKIND@MUSCATINEIOWA.GOV

CONCRETE REPAIR

\$59,585.00

PRICE INCLUDES:

PCC Pavement, 10 in	=	275 SY
PCC Shoulder, 10 in	=	134 SY
PCC Pavement, 14 in	=	42 SY
HMA Pavement, 14 in	=	23 SY
Granular Subbase, Place Only	=	77 CY
Pavement Removal	=	474 CY

*** PRICE DOES NOT INCLUDE RAILROAD INSURANCE OR RAILROAD FLAGGERS.**

WE PROPOSE to furnish material and labor -- complete in accordance with above specifications for the sum of

FIFTY NINE THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS & 0/100 (\$) 59,585.00

Payment to be made as follows:

NO DOWNPAYMENT REQUIRED—PAYMENT DUE IN FULL UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

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

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



1489 Highway 6
West Liberty, IA 52776
Phone 319.627.2226
Fax 319.627.2227
office@aaconcreteinc.com

October 18, 2024

Quotation: Dick Drake Way RR Crossing

All American Concrete Inc is submitting a lump sum price of \$87,072.00 to perform all of the work described in the scope sheet distributed by Tyson Wedekind, City of Muscatine. Work is to be performed in the fall of 2024. Our cold weather costs were NOT included in this base price. AACI's cold weather costs are attached to this quotation. Please review the following inclusions and exclusions below.

Inclusions:

Work described in scope sheet
Jointing /sealing per SUDAS/DOT specs

Exclusions:

Traffic Control
Staking/Testing by City of Muscatine
Painting
Flagging costs, railroad protection devices/set up
Cold weather concrete, covering, heated materials
Locations, adjustment, or relocation of utilities
Conduits or other under-paving items
Intake throats/inserts, manhole boxouts
Contingency allowances
Pre-determined wages (Davis-Bacon)

Notes:

Payment to be based on field measurements. Quote based on qtys provided
City of Muscatine to haul and supply needed subbase rock



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

Public Works

City Transit 263-8152
Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering
Solid Waste

The City of Muscatine is interested in obtaining quotes for some upcoming concrete repair projects. These repairs are to be completed by following the specifications in the SUDAS manual. The contractor of the chosen quote will have to obtain the proper permits. The contractor will also have to adhere to all Federal, State, and Local laws and ordinances. Due to the scope of this job being in the CPKC ROW the contractor will have to coordinate with CPKC and follow their requirements to complete this work. This job is located on Dick Drake Way on both sides of the Railroad's (Monsanto) spur that runs between Union Tank Co. and Muscatine used metals. Due to this being a heavily traveled Truck Route that provides access to industrial businesses this is to be done so that one lane travel can remain open throughout the project. The concrete to be replaced is to be sawed, removed, prepped and repoured with C mix. The area to be removed and replaced is roughly 24' wide and extends 60' on either side of the rails. The west section includes an approximate 10' wide shoulder on each side of the roadway.

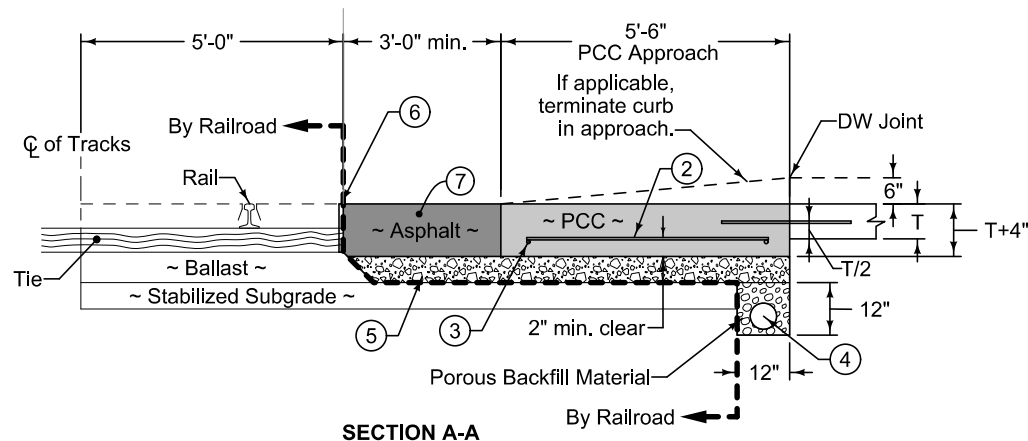
Estimated Quantities:

PCC Pavement, 10 in	=	275 SY
PCC Shoulder, 10 in	=	134 SY
PCC Pavement, 14 in	=	42 SY
HMA Pavement, 14 in	=	23 SY
Granular Subbase, Place Only	=	77 CY
Pavement Removal	=	474 CY

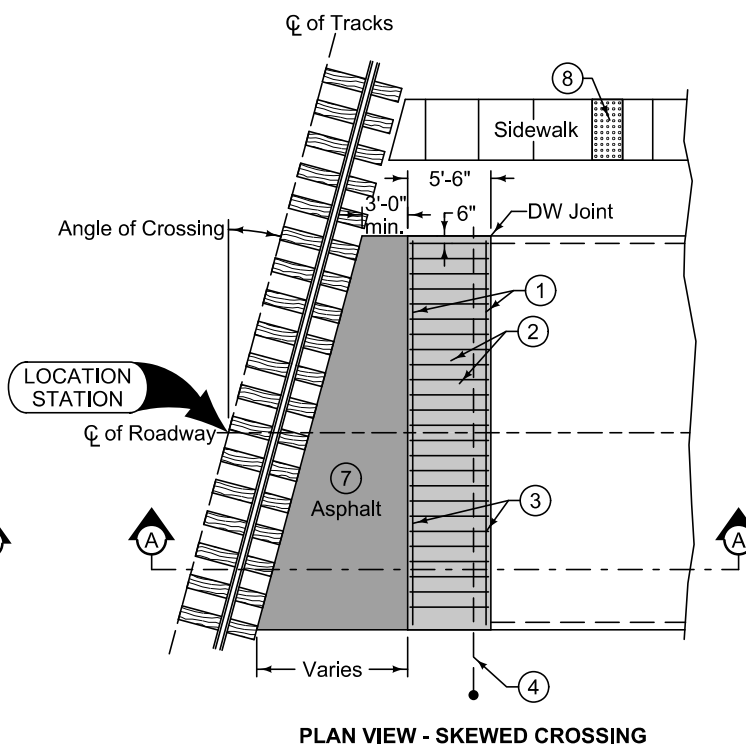
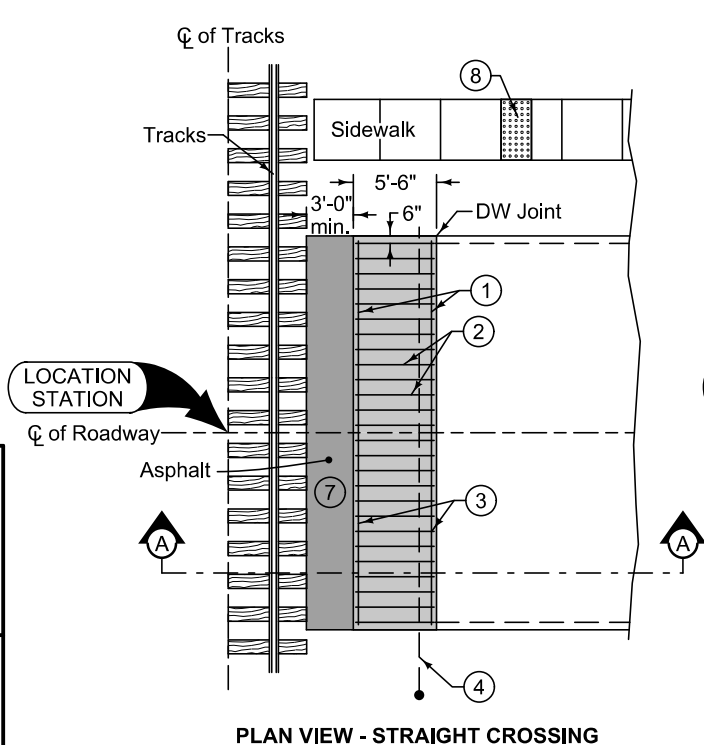
Pricing shall be a lump sum for the entirety of the work.

Tyson Wedekind
City of Muscatine
Roadway Maintenance Supervisor
(563) 260-8849





- ① Tie reinforcing bars with wire at all intersections with other bars. Lap reinforcing bars a minimum of 12 inches when necessary and tie securely.
- ② 5 foot 2 inch (typ.) #5 bar or pavement length minus 4 inches, at 12 inches on center.
- ③ #5 bars X (approach width minus 4 inches).
- ④ Install 6 inch perforated CMP subdrain, if specified. Include rodent guard per Iowa DOT Materials I.M. 443.01.
- ⑤ Granular subbase, modified subbase, or ballast meeting railroad specifications.
- ⑥ For new crossings, construct pavement 1/2 inch to 1 inch below top of rail. For existing crossings, construct pavement level to 1/2 inch below top of rail.
- ⑦ Full depth asphalt patch per Section 7040.
- ⑧ Refer to Figure 7030.205 for detectable warning location.





City of Muscatine

ITEM NUMBER 2024-0479

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Jeff Jirak, Police Captain

SUBJECT

Request to Issue a Purchase Order in the amount of \$65,332.97 to HRT Mission Adaptive Gear for Body Armor for the MSORT Team.

EXECUTIVE SUMMARY

The Muscatine Special Operations Response Team's current body is expired. In order to keep the team members safe, new ballistic armor is needed. After researching different options, armor from HRT Mission Adaptive Gear offers the protection that the team requires and a 10-year warranty as opposed to a 5-year warranty. HRT Mission Adaptive Gear is also the lowest bid that met all the required specs. Other Vendors matching our specs were Velocity Systems for \$79,350 and First Spear \$90,891. Half of the purchase of team body armor will be covered by funds donated by Kent Corp. in the amount of \$32,667. The other half will be split between the City of Muscatine and Muscatine County, each paying \$16,333.

STAFF RECOMMENDATION

Staff recommends issuance of purchase order.

BACKGROUND/DISCUSSION

The Muscatine Special Operations Response Team (MSORT) is a specialized unit consisting of individuals who have received additional training in weapons handling and tactical events. The presence of a highly trained, highly skilled law enforcement tactical unit has shown to substantially reduce the risk of injury and loss of life to citizens, peace officers and suspects when called upon to assist in the resolution of critical incidents. It is imperative to keep the members of MSORT properly equipped with protective gear to keep them as safe as possible in their high risk positions.

CITY FINANCIAL IMPACT

Kent Corp will be funding \$32,667, Muscatine County funding \$16,333 and the remaining \$16,333 will be absorbed into the PD Operations Budget.

ATTACHMENTS

1. quote-quo-10548 (1)



MISSION ADAPTABLE GEAR

Quote

From:

[HRT Mission Adaptive Gear](#)

2500 Creekway Drive

Columbus, OH 43207

sales@hrttacticalgear.com

Quote
Number

QUO-10548

Quote Date

September 19, 2024

Valid Until

December 31, 2024

Total

\$65,332.97

To:

Muscatine Iowa

jhesseling@muscatineiowa.gov

Hrs/Qty	Service	Rate/Price	Adjust	Sub Total
15	RAC-RG- LE	\$209.95	-15%	\$2,676.86
15	QR Cummerbund- MD/LG- RG	\$109.95	-15%	\$1,401.86
8	RAC-RG- XL	\$249.95	-15%	\$1,699.66
8	QR Cummerbund- LG/XL- RG	\$129.95	-15%	\$883.66
7	RAC-LE-Multicam	\$264.95	-15%	\$1,576.45
7	QR Cummerbund- MD/LG- Multicam	\$119.95	-15%	\$713.70
60	Police Placard for Vest	\$12.00	0%	\$720.00
32	Highcom Guardian 3x9m level 3++ (Shooter Cut) 10x12	\$589.00	-15%	\$16,020.80
32	Highcom Guardian 3x9m level 3++ (SAPI Cut)	\$589.00	-15%	\$16,020.80
16	Highcom Guardian 3x9m level 3++ (XL SAPI) Currently on backorder	\$789.00	-15%	\$10,730.40
22	Ace Link IIIA Soft Armor Cummerbund Insert Set- MD/LG	\$155.00	-15%	\$2,898.50
8	Ace Link IIIA Soft Armor Cummerbund Insert Set- LG/XL	\$205.00	-15%	\$1,394.00
23	Maximus placards- RG	\$119.95	-15%	\$2,345.02
7	Maximus placards- Multicam	\$124.95	-15%	\$743.45

Thanks for choosing [HRT Mission Adaptive Gear](#) | info@hrttacticalgear.com



MISSION ADAPTABLE GEAR

Hrs/Qty	Service	Rate/Price	Adjust	Sub Total
23	Response placards- RG	\$74.95	-15%	\$1,465.27
7	Response placards- Multicam	\$84.95	-15%	\$505.45
23	WPS multi hanger Pouch- RG	\$16.95	-15%	\$331.37
7	WPS multi hanger Pouch- multicam	\$22.95	-15%	\$136.55
2	Shot gun Placard- RG	\$39.95	-15%	\$67.92
4	Zip on Medium pack-RG	\$89.95	-15%	\$305.83
4	Zip on maximus pouch-RG	\$49.95	-15%	\$169.83
2	Zip-on horizontal quad flashbang pouch-RG	\$79.95	-15%	\$135.92
23	ARC Dump pouch- RG	\$49.95	-15%	\$976.52
7	ARC Dump pouch- Multicam	\$49.95	-15%	\$297.20
23	Tourniquet pouch-RG	\$12.95	-15%	\$253.17
7	Tourniquet pouch-Multicam	\$17.95	-15%	\$106.80
1	Shipping/Insurance	\$755.95	0.00%	\$755.95

Sub Total	\$65,332.97
-----------	-------------

Tax	\$0.00
-----	--------

Total	\$65,332.97
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HRT Tactical Gear
2500 Creekway Dr
Columbus, OH 43207
PH: 866-851-4451

www.hrttacticalgear.com

Should you have any inquiries concerning this quote, please contact the Sales Dept at 866-851-4451 or email us

at sales@hrtdealer.com

TERMS & CONDITIONS

Thanks for choosing HRT Mission Adaptive Gear | info@hrttacticalgear.com



MISSION ADAPTABLE GEAR

Quote

1. SHIPMENTS: Standard Domestic and International orders are shipped via UPS or USPS. HRT shall not be liable for failure to deliver or delays in delivering occasioned by acts of God, war, labor difficulties, inability to obtain materials or any other causes whatsoever beyond our control. Customer is responsible for any international duties or destination charges.
2. CLAIMS: All claims must be made in writing and received by HRT within 14 days after receipts of merchandise. If a shipment is received in a damaged condition, a claim must be filed with the delivering carrier and noted on the freight bill before you accept the merchandise. All body armor sales are final. Body armor includes but is not limited to soft armor, hard armor plates and helmets. These items cannot be returned as HRT no longer has chain of custody of the item and cannot guarantee that after we have shipped the product that the structural integrity has been maintained.
3. WARRANTY: If you receive a product with manufacturing or materials defects, shoot us an email and we'll make it right. We're here for the long haul and want you to get a lifetime of use out of your gear. This applies to the original purchaser and is non-transferable. We are committed to our customers. We know that you demand high-quality and durable products that aren't going to fail when needed most. That's why we stand behind our products and offer a Lifetime Warranty.
4. GENERAL: Any sale shall be governed by the laws of the State of Ohio (without regard to its conflict of laws rules). Any representation, promise, modification or amendment of these Terms and Conditions of Sale shall not be binding upon us unless in writing and signed on our behalf by a duly authorized representative. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by you, unless HRT expressly consents in writing to such a variance.



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

Jeff Jirak, Police Captain
Courtney Patel, Animal Control Officer

SUBJECT

Update on PetData program from Animal Control Officer Courtney Patel

EXECUTIVE SUMMARY

Presentation providing updates on progress of PetData program

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

ATTACHMENTS

1. Pet Data informational Slides

Pet Data Informational Update.

11.04.2024

Jeff Jirak, Captain of Patrol.

Courtney Patel, Animal Control Officer.



Direction Sought

- Providing information regarding PetData.

Why Now

- Updated statistics regarding our partnership with third-party agency, PetData, to take over Pet Licensing for the City.
- January 15th, 2024 was the launch date for PetData. This data includes January 15th, 2024 to October, 31st 2024.

Pros vs Cons

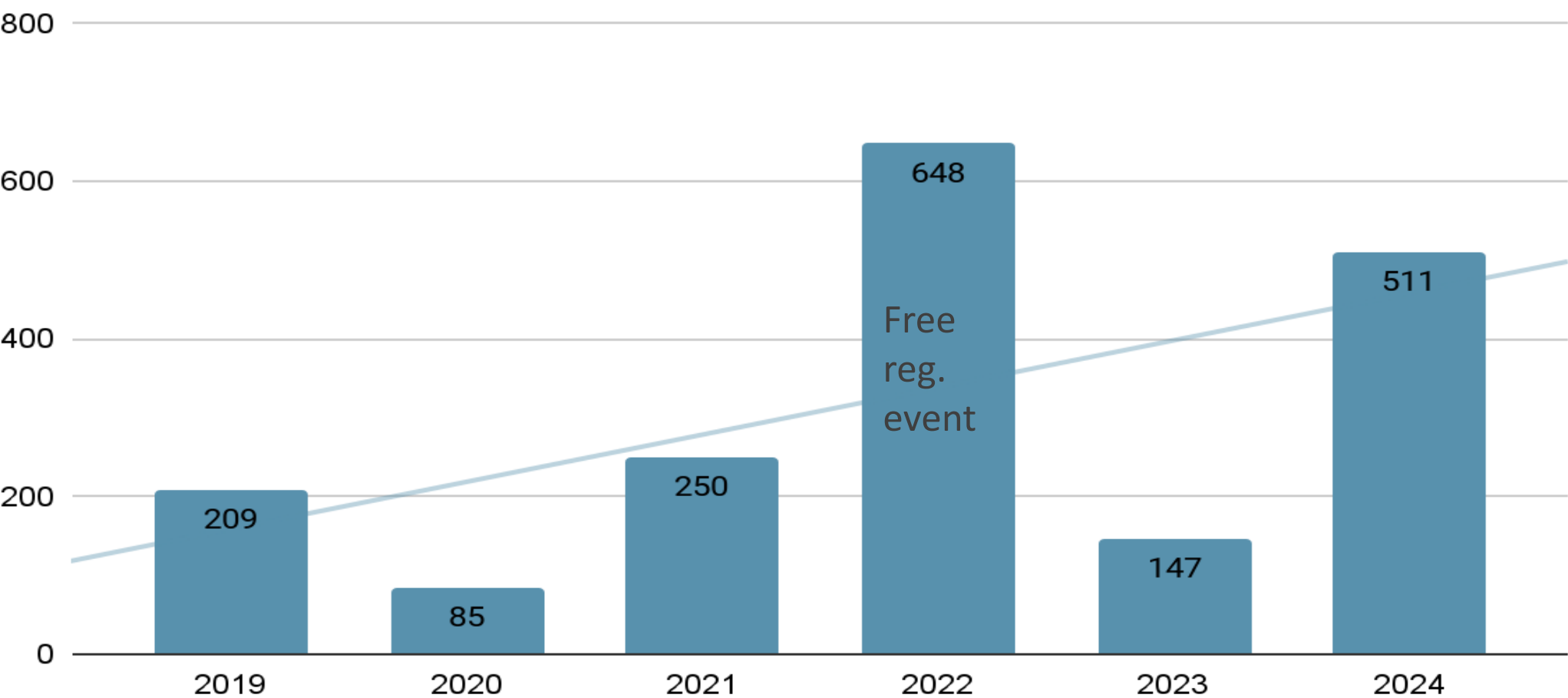
Pros

- Has made online access more convenient with mail-in options still available.
- Real time information of Pets through PetData.
- Customer support through PetData has been very helpful to citizens and City Staff.
- In-depth reports given from PetData.
- Reminders sent to citizens for updating registration.

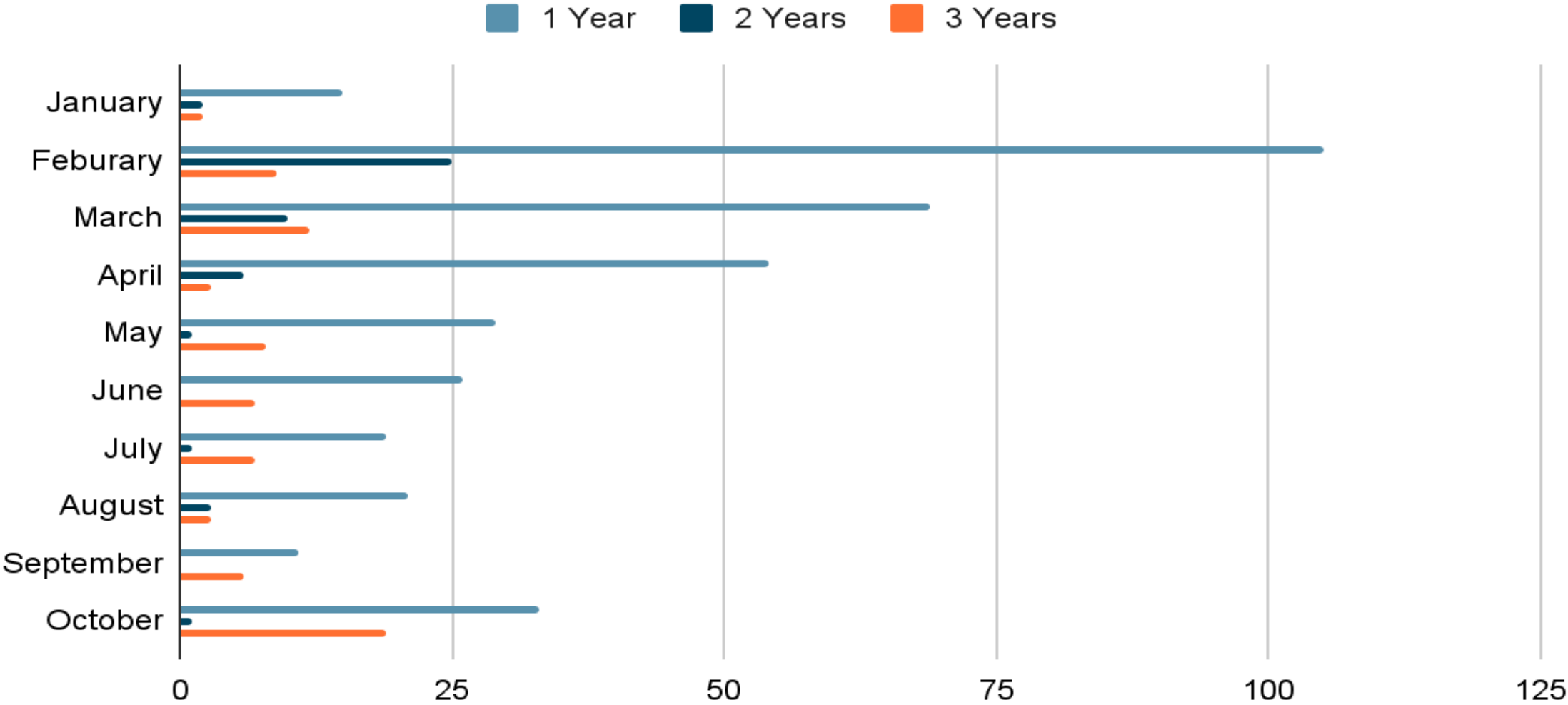
Cons

- Citizens are still working on the transition to a new system.
- City staff is unable to complete it for citizens.

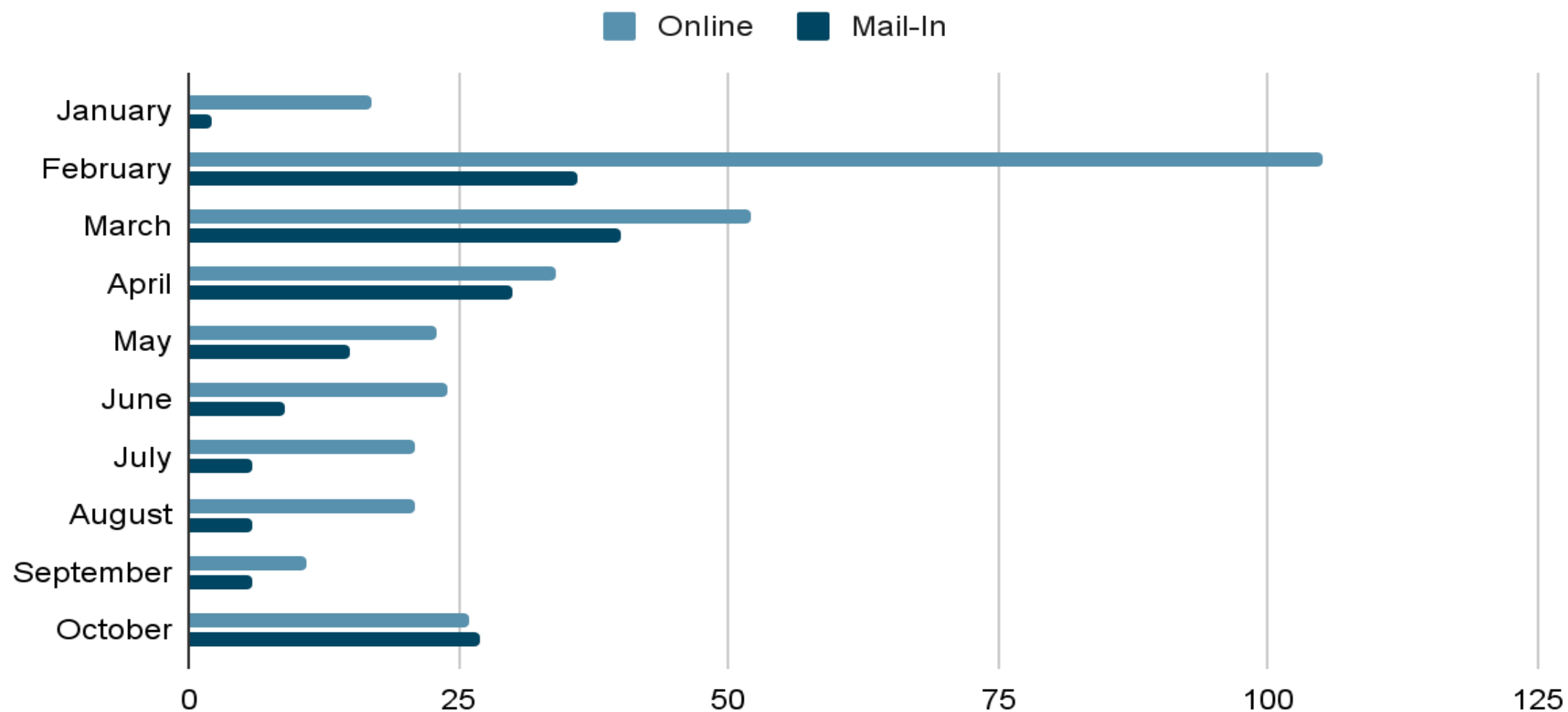
Pet Licenses



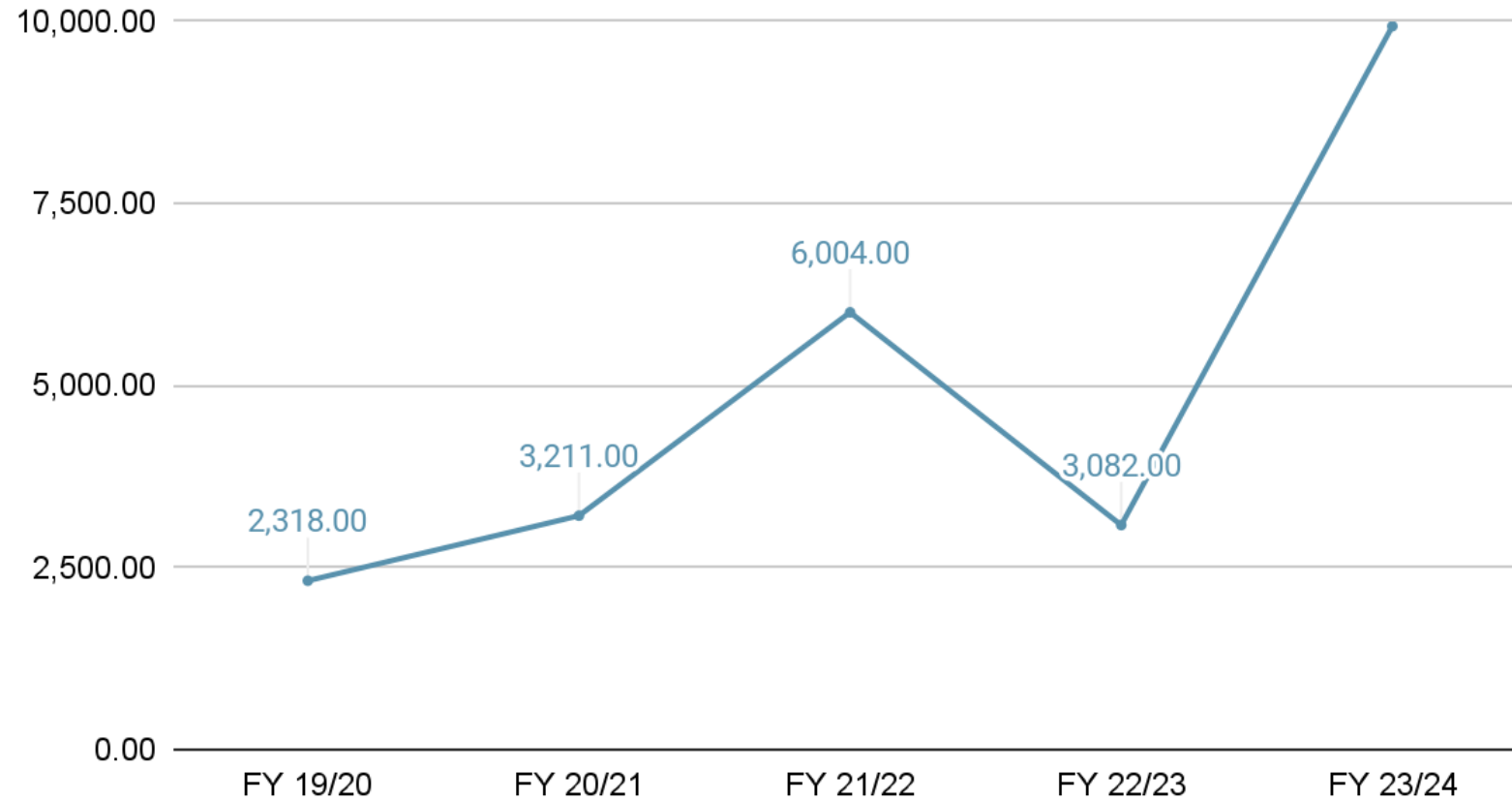
Length of Registration



Types Of Registration



Registration Revenue



- 2021/2022 events held regarding registration.
- 23/24 registration fee increase to cover PetData.

Steps taken to promote:

- Partnered with Muscatine Chamber of Commerce regarding licensing to be included in newsletters.
- Continued education in the field regarding licensing from Police Department.
- Open House at Police Department-brochures handed out.
- Brochures and mail in forms available at Muscatine Veterinary Hospital, Riverside Animal Hospital, City hall, MPD, Muscatine Humane Society, and It Takes A village Rescue and Resources.



Moving forward

- A goal to join animal events in town to promote registration and responsible pet ownership.
- A goal to outreach people that are new to Muscatine.
- Regular reminders published from the city to aide the public with reminders of the requirements to register pets.



Overall Reviews of PetData

- The public has had generally positive feedback regarding online and mail in pet registration through PetData.
- Ease of use for law enforcement and instant information has made the process easy.
- Pets with tags are getting home quicker.



Direction Sought

Providing information for PetData.

Any further questions?





City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

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

SUBJECT

Review Of Three Trees To Be Removed Around Casey's Landing Rock and Planting Additional Trees

EXECUTIVE SUMMARY

It has been requested to price the removal of the three honeylocust trees surrounding the Casey's Landing Monument. The price includes removal of the existing three locust trees and stump grindings. The planting of three new trees in the same location with a maximum mature height of 10' tall. It also includes the price of planted three additional trees throughout the riverfront.

STAFF RECOMMENDATION

Please see the attached memo for the City Staff recommendation on this item.

BACKGROUND/DISCUSSION

Casey's Landing, also known as Casey's Woodyard, was located where this rock is located. James W. Casey was the first permanent settler in what is now known as Muscatine, in 1835. The plaque was donated courtesy of Muscatine Area Heritage Association and the rock was donated courtesy of Robert and Darlene Shoemaker. Three trees were planted around this monument with the intent of creating a warm, inviting setting for this monument. The trees provide a buffer from the railroad tracks and Mississippi dr. It creates a picturesque backdrop with great fall color in the fall.

CITY FINANCIAL IMPACT

The fee to take out and replace the three trees will be \$3,778.25. A funding source has not been identified at this time.

ATTACHMENTS

1. Memo- Casey's Landing Trees

2. Staff Recommendation Memo
3. Kellor & Kellor Estimate 2023-208

MEMORANDUM

October 24, 2024

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Casey's Landing Trees

Casey's Landing. Bids include tree removal and stump grinding. Planting of three crabapple trees to have a maximum mature height of 10' and planting of three additional trees in a different location on the riverfront.

CR Landscaping	\$4,800
Lemon Landscaping	No Response
Kellor & Kellor	\$3,778.25



Klimes, Richard <rklimes@muscatineiowa.gov>

Riverfront trees

Melissa Baker <mbaker@muscatineiowa.gov>

Sat, Oct 19, 2024 at 1:43 AM

To: Richard Klimes <rklimes@muscatineiowa.gov>

Good morning Richard,

I listened to Thursday nights discussion about the removal of the trees around the watermelon. I feel like there is a small injustice with the discussion. These are not simply trees planted in a park. The one oak tree planted in memorial of Naomi Orsay I personally got to work with the family and choose the location pre-watermelon. The family and I discussed the location so it could have a long life away from any potential riverfront construction (ie the amphitheater). This is not just a tree it is a memorial for someone's family member.

The trees around the Casey's landing rock set a beautiful back drop for this memorial. It creates a buffer from the railroad and Mississippi Dr.

I feel like it is getting missed in the discussion that these are not just trees. These are additional monuments that it appears are not as important as the watermelon.

Melissa Baker
Park Maintenance Supervisor
City of Muscatine
563.299.3525

Estimate

ESTIMATE FOR:
MUSCATINE CITY HALL PARKS AND REC. DEPARTMENT 215 SYCAMORE STREET MUSCATINE, IA 52761

DATE	10/30/2024
ESTIMATE #	2023-208
SALES REP	MCK

DESCRIPTION	QTY	COST	TOTAL
LABOR & MACHINE TO REMOVE TREES, FILL HOLES, AND DISPOSE OF TREES		566.50	566.50
TOPSOIL	1.00	48.00	48.00
DISPOSAL FEE	1.00	20.00	20.00
LABOR FOR PLANTING AND MULCHING		536.75	536.75
CORKSCREW WILLOW 2"	3.00	420.00	1,260.00
SERGEANT CRABAPPLES 2"	3.00	442.00	1,326.00
HARDWOOD	6.00	3.50	21.00
<i>Please Sign and Date below. Return (1) copy to us to accept this contract. Thank you!</i>			Subtotal \$3,778.25
			Sales Tax (7.0%) \$0.00
			TOTAL \$3,778.25

Payment in full is to be recieved within 10 days of the job completion. Payments may be made as Cash or Check.
 Payments made by credit cards will be subject to an additional 3.5% added to total due to Credit Card processing fees. Interest of 18% Annual Percentage Rate shall accrue on past due balances of more than 30 days.



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

SUBJECT

Request to enter closed session pursuant to Iowa Code Section 21.5.1.i, to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session

EXECUTIVE SUMMARY

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City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/7/2024

STAFF

SUBJECT

Discussion and possible action on appointment of Muscatine City Administrator pursuant to the City of Muscatine, Iowa Code of Ordinances 1-10-2(A).

EXECUTIVE SUMMARY

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