



City of Muscatine

CITY COUNCIL

Thursday, March 6, 2025

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

Matt Mardesen, City Administrator

Cinda Hilger, 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.

March 6, 2025, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION - Fr. Chris Weber, Saints Mary & Mathias
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE
5. FROM THE MAYOR

- A. Recognition of the Muscatine High School State Bowling Championship Team
Isaac Bravo, Elijah Donath, Gabe Donath, Erick Ford, Derrick Lewandowski,
Owen Riley and Jayden Zahn.
Head Coach Triscia Laucamp and Assistant Coach Mindy Stoltzfus

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. February 18, 2025 Budget Session Minutes
- B. February 20, 2025 Regular City Council Meeting Minutes
- C. February 25, 2025 Budget Session Minutes

11. *** PETITIONS AND COMMUNICATIONS**

- A. Request for Use of City Property from Missipi Brewing Company for the Class of 1985 Class Reunion to be held on August 23, 2025 through August 24, 2025.
- B. Request for Road Closure at 320 Main Street for Sewer Repair
- C. Request on second reading of a Class "C" Retail Alcohol License and Outdoor Service for The Creek: An Ardon Creek Lounge, 411 West Mississippi Drive – Glasson Wines LLC (pending inspections and insurance)
- D. Request on first reading of a Class "C" Retail Alcohol License for Krave Bar & Grill, 810 Park Avenue – Williamsondm LLC (pending inspections and insurance)
- E. Request for renewal of a Class "C" Retail Alcohol License and Outdoor Service for Mike's Hilltop Tap, 929 Lucas Street – Mike's Hilltop Tap Inc. (pending inspections and insurance)
- F. Request for renewal of a Class "B" Retail Alcohol License for Loos Inc., 711 Park Avenue –
Loos Inc. (pending inspections and insurance)

- G. Request for renewal of a Special Class “C” Retail Alcohol License for Best Western Pearl City Inn, 305 Cleveland Street – Pearl City Hospitality LLC (pending inspections and insurance)
- H. Request for Use of City Property from Chris Boar with the Keep Muscatine Beautiful – to be held on July 31, 2025, August 1, 2025 and August 2, 2025

12. * COMMUNICATION – RECEIVE AND FILE

- A. February 24, 2025 - Muscatine County Board of Supervisors Meeting Minutes
- B. February 17, 2025 Muscatine County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve the Issuance of a Purchase Order to Carriage House Carpet, for an Amount Not to Exceed \$23,000, for Carpet Removal and Installation at City Hall and the Public Safety Building.
- B. Request to Approve the Issuance of a Purchase Order to Diamond Floor Finish, for an Amount not to exceed \$14,000.00, for Installation of Epoxy Flooring in Multiple Offices at City Hall and the Public Safety Building.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$1816,898.62, 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. March 6, 2025 Bills for approval - It is recommended bills totaling \$1,816,898.62, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

15. PUBLIC HEARING

- A. Public Hearing to Consider the Vacation, Surplus, and Deeding Over to the Adjoining Property Owner the Undeveloped Right of Way of Van Buren Street of the Original Town in the City of Muscatine, Muscatine County, Iowa
- B. Public Hearing to Consider the Vacation, Surplus, and Deeding Over to the Adjoining Property Owners Undeveloped Right of Way of Pearlview Court of the Original Town in the City of Muscatine, Muscatine County, Iowa
- C. Public Hearing for Review of the Plans and Specifications for the Lake Park Boulevard Bridge Deck Overlay Project.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Third and Final Reading of Ordinance Amending The Zoning Ordinance Of The City Of Muscatine, Iowa (Rezoning Southwest Corner Of The Muscatine Community College Campus)
- B. Third and Final Reading of Ordinance Amending Title 10 of City Code, Zoning, Creating the CF-Community Facility District.
- C. Request to Waive Third Reading and to Approve on Second and Final Reading of Ordinance Amending Title 3 - Public Ways, Chapter 5- Public Parks, Section 10 - Other Regulations to Remove Subsection S - Prohibiting Those Over Fourteen in Age From Fishing in the Weed Park Lagoon
- D. Resolution to Approve the Plans and Specifications for the Lake Park Bridge Deck Overlay Project. (Public Hearing C)
- E. Resolution Accepting Completed Work by Heuer Construction, Inc. for the Grandview Avenue Reconstruction Project.
- F. Resolution Awarding Contract to Sulzco LLC, in the Amount of \$12,650, for the Demolition of a Structure Located at 718 E 7th Street.
- G. A Resolution Awarding Contract to Sulzco, LLC, in the Amount of \$9,650.00, for the Demolition of a Structure Located at 506 Spring Street.
- H. Resolution Setting Public Hearing on March 20, 2025 on Amending an Ordinance to Mirror the State Historic Building Code in the City Building Code, by Amending Section 4, Chapter 1, Title 8 of City Code
- I. Resolution Setting a Public Hearing on March 20, 2025, for Review of the Plans and Specifications for the West Hill Sewer Separation Phase 6D Project.
- J. Resolution Setting a Public Hearing on March 20, 2025, for Review of the Plans and Specifications for the Fulliam Avenue Reconstruction Phase 3 Project.
- K. Resolution Setting a Public Hearing on March 20, 2025, for Review of the Plans and Specifications for the Cured-In-Place-Pipe-Liner Project.
- L. Resolution Setting a Public Hearing on March 20, 2025, for Review Plans and Specifications for Snow Removal Equipment at the Muscatine Municipal Airport
- M. Request to Enter Into Contract with Top Choice Construction & Roofing as the City General Contractor for Minor City Construction Projects.
- N. Request to Approve a Revision to the Purchase Agreement for 539 Hagerman Drive for the West Hill Sewer Separation Project Phase 6D.
- O. Request to Approve Updated Parks and Recreation Fee Schedule
- P. Request to Approve Change Order #2 for the Muscatine Indoor Sports Complex Project.

- Q. Request to Issue a Purchase Order to Freers & Sons Tree Service, in the Amount of \$27,000.00, for Removal of Trees as Part of the West Hill Sewer Separation Phase 6D.

18. MAYOR AND COUNCIL REPORTS

19. CLOSED SESSION MEETING

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

20. ADJOURNMENT

Mayor Bark called the City Council budget meeting for February 18, 2025 to order at 6:00 PM. In the City Hall Council Chambers. Councilmembers Present: Lampe, Osborne, Brockert, Conard, Gordon, Lewis and Jindrich.

Discussion on the FY 2026 proposed budget with recommendations to and from Administration on budget cuts to balance the 2025-2026 budget. No action taken.

Councilmember Gordon moved the meeting be adjourned at 8:00PM.

Submitted by:

Cinda Hilger, City Clerk

Attest:

Brad Bark, Mayor



City of Muscatine

CITY COUNCIL MINUTES

Thursday, February 20, 2025

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for February 20, 2025 to order at 06:00 PM.

2. **INVOCATION-Raye Oehme**

3. **ROLL CALL**

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

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

Presentation of Recognition to Travis Edwards on his life saving action during a house fire.

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

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to approve the agenda as presented.

Councilmember Lampe requested items 11D and 17P be pulled and considered on a future agenda.

Vote to approve agenda as amended. Ayes - 7, Nays - 0, motion passed.

7. **COMMUNICATIONS - CITIZENS**

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

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

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

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. January 30, 2025, Special City Council Meeting
- B. January 30, 2025 Budget Session Minutes
- C. February 4, 2025 Budget session Minutes
- D. February 5, 2025 Budget Session Minutes
- E. February 6, 2025 Regular Meeting Minutes
- F. February 6, 2025 Budget Session Minutes
- G. February 8, 2025 Budget Session Minutes
- H. February 11, 2025 Budget Session Minutes
- I. February 13, 2025 Budget Session Minutes
- J. February 17, 2025 Budget Session Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request on first reading of a Class “C” Retail Alcohol License and Outdoor Service for The Creek: An Ardon Creek Lounge, 411 West Mississippi Drive – Glasson Wines LLC (pending inspections and insurance)
- B. Request for renewal of a Class “C” Retail Alcohol License, Outdoor Service and Catering for Boonie’s on the Avenue, 214 Iowa Avenue – Boonie’s on the Avenue, LLC (pending inspections)
- C. Request for renewal of a Class “E” Retail Alcohol License and Outdoor Service for Hy-Vee Food Store, 2400 – 2 nd Avenue – Hy-Vee, Inc. (pending inspections)
- D. Request for Use of City Property from Chris Boar with the Keep Muscatine Beautiful – Community Foundation of Greater Muscatine and Chamber Ambassadors to be held on July 31, 2025, August 1, 2025 and August 2, 2025

12. * COMMUNICATION – RECEIVE AND FILE

- A. February 3, 2025, Muscatine County Board of Supervisors Meeting Minutes
- B. February 10, 2025 Muscatine County Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS AND AGREEMENTS

- A. Request to Approve the Issuance of a Purchase Order to Martin & Whitacre Surveyors and Engineers, Inc. in the Amount of \$5,900.00, to Mark Tree Removal Limits for the West Hill Sewer Separation Phase 6D Project

14. * APPROVAL OF BILLS

- A. February 20, 2025 Bills for Approval

15. PUBLIC HEARING

- A. Public Hearing for the Purpose of Hearing Community Comments Regarding Removing the City Ordinance Prohibiting Those Over Fourteen Years of Age From Fishing in the Weed Park Lagoon.

There were no written or oral comments regarding this public hearing.

Councilmember Nadine Brockert, seconded by Councilmember Jeff Osborne, moved for the public hearing to be closed. Vote: Ayes - 7, Nays -0, Motion Passed.

- B. Public Hearing for the Purpose of Hearing Community Comments Regarding Amending the Greenwood Cemetery Rules and Regulations.

There were no written or oral comments regarding this public hearing.

Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Second Reading of Ordinance Amending The Zoning Ordinance Of The City Of Muscatine, Iowa (Rezoning Southwest Corner Of The Muscatine Community College Campus)

Councilmember Angie Lewis, Seconded by Councilmember Don Lampe, moved to approve the second reading of Ordinance. Vote: Ayes - 7, Nays - 0, Motion Passed.

- B. Second Reading of Ordinance Amending Title 10 of City Code, Zoning, Creating the CF-Community Facility District.

Councilmember Peggy Gordon, Seconded by Councilmember Angie Lewis, moved to approve the second reading of Ordinance.

Councilmember Jindrich made a motion to amend the ordinance to include a maximum building height of 35 feet, change of minimum yard depth of all other permitted areas to be equivalent to school areas at 50 feet for rear and side yards, and when directly adjacent to a residential property there shall be a solid vegetive barrier of at least 35 feet at maturity in the required setback of 3" caliper or 8 feet tall if a conifer at the time of planting. Seconded by Councilmember Lampe.

Councilmember Osborne had questions regarding the ordinance changes that were addressed by staff.

Vote: Ayes - 5, Nays 2 (Gordon, Osborne) motion passed.

Vote on Amended Ordinance Ayes: 6, Nays 1 (Osborne) Motion passed.

- C. First Reading of Ordinance Amending Title 3 - Public Ways, Chapter 5- Public Parks, Section 10 - Other Regulations to Remove Subsection S - Prohibiting Those Over Fourteen in Age From Fishing in the Weed Park Lagoon - Public Hearing A Councilmember Angie Lewis, Seconded by Councilmember Peggy Gordon, moved to approve the first reading of Ordinance.
Council requested bringing this Ordinance back at next council meeting to be approve on Second an final vote. Vote: Ayes - 7, Nays - 0, Motion Passed.
- D. Resolution to Approve Updates to the Greenwood Cemetery Rules and Regulations.
Councilmember Angie Lewis, seconded by Councilmember Matt Conard moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- E. Resolution Setting a Public Hearing Regarding the Muscatine Municipal Housing Agency's 2025-2029 5-Year Plan, 2025 Annual Plan and Capital Fund Program
Councilmember Peggy Gordon, seconded by Councilmember Don Lampe moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- F. Resolution Approving the Lease 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
Councilmember Peggy Gordon, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- G. A Resolution Setting the Time and Place to Conduct a Public Hearing to Consider the Vacation, Surplus, and Deeding Over to the Adjoining Property Owner the Undeveloped Right of Way of Van Buren Street of the Original Town in the City of Muscatine, Muscatine County, Iowa
Councilmember Don Lampe, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- H. A Resolution Setting the Time and Place to Conduct a Public Hearing to Consider the Vacation, Surplus, and Deeding Over to the Adjoining Property Owners Undeveloped Right of Way of Pearlview Court of the Original Town in the City of Muscatine, Muscatine County, Iowa
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- I. Resolution Setting a Public Hearing on March 6, 2025, for Review of the Plans and Specifications for the Lake Park Boulevard Bridge Deck Overlay Project.

Councilmember Jeff Osborne, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

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

- J. Resolution Endorsing an Application to the Bi-State Regional Commission for Region 9 Transportation Alternatives (TA) Set-Aside Program Funding for Phase One of the Lower Mad Creek Trail

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.

Councilmember Lampe requested that lighting of the trail be added to the proposal.

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

- K. Request for Approval to Submit the 2024 Certified Local Government Annual Report to the Iowa Department of Cultural Affairs

Councilmember John Jindrich, seconded by Councilmember Angie Lewis moved to Approve the Request.

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

- L. Request to Approve a Purchase Agreement for 539 Hagerman Drive for the West Hill Sewer Separation Phase 6D Project

Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Approve the Request.

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

- M. Request to Approve the Issuance of a Purchase Order to Iowa Plains Signing, Inc., in the Amount of \$39,100.00, for Two Trailer Message Boards.

Councilmember Peggy Gordon, seconded by Councilmember Matt Conard moved to Approve the Request.

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

- N. Request to Approve the Application of a Rural and Tribal Assistance Program Grant for a Traffic Study.

Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Approve the Request.

Councilmember Lampe requested that Clermon Street be added to the study.

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

- O. Request to Approve Change Order Number 2 for the West Hill Sewer Separation Project Phase 6C in the Amount of \$213,192.00.

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

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

- P. Request to Approve Change Order #2 for the Muscatine Indoor Sports Complex Project.

Pulled from agenda

18. OTHER BUSINESS

- A. Presentation by Dr Heather Carlson - Updating Council on Progress through the Law Enforcement Mental Health and Wellness Grant
- B. Discussion Regarding Proposal to Amend the City Building Code to Replicate the State Historic Building Code
Consensus with City Council for staff to move forward in preparing the adoption of the State Historic Code with the addressed amendments.

19. MAYOR AND COUNCIL REPORTS

20. ADJOURNMENT

Councilmember Gordon moved the meeting be adjourned at 07:15 PM.



City of Muscatine

CITY COUNCIL MINUTES

Tuesday, February 25, 2025

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for February 25, 2025, to order at 06:00 PM.

2. **ROLL CALL**

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

3. **PLEDGE OF ALLEGIANCE**

4. **CONSIDERATION OF ITEMS IDENTIFIED IN THE CALL OF SPECIAL MEETING**

- A. Resolution Setting the Date and Time for a Public Hearing Concerning the Proposed Property Tax Levy for Fiscal Year July 1, 2025, through June 30, 2026, for the City of Muscatine, Iowa
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Motion.
Vote: Ayes - 6, Nays - 0, Motion Passed.
- B. Discussion of Enterprise Fund and Capital Projects Fund Items from the List of Potential Budget Reductions from the February 17, 2025, Budget Meeting. This will include a consensus of Council Members on which to include or exclude from the proposed budget.
- C. Review of non-major fund budgets included in the Budget Notebook. This will include Special Revenue Fund pages 33-37, 78-93, and 103-104, and Other Funds pages 7-28.
- D. Review and discussion of two additional budgets to be distributed at the meeting including the American Rescue Plan Act (ARPA) fund budget and the Community Development Department grant budgets (6).
- E. Review of the Format of the Long-Term Financial Plans for the City's Major Funds. See pages 104-106 of the FY 25 City Budget for the General Fund Plan for the prior year. These plans will be updated for the FY 26 Budget.

5. **ADJOURNMENT**

Councilmember Angie Lewis moved the meeting be adjourned at 07:44 PM.

CITY OF MUSCATINE

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

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

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

Class of 1985 R&D Operations, DBA Missipi Brew Company

Address: 107 Iowa Avenue

Telephone Number: 563-506-5098

E-mail Address: avenuesubs113@gmail.com

2. Type of event that is planned:

A block party for a class reunion. Class of 1985 hosting and inviting other classes from the 1980's. Closing the street, Iowa Avenue, off on Friday event on Saturday and clean up on Sunday.

3. Proposed location:

Missipi Brewing Company. In front of business on Iowa Avenue and expanding to the beer garden in back and into the parking lot adjacent to the Missipi Brew.

Block off from ^{2nd sat} ~~Alley #1~~ at Iowa Avenue to Mississippi Drive, on to Mississippi Drive down to Sycamore Street similar to what the City did for 4th of July, 2024. Dats 8/23/25 - 9:00 a.m. - 8/24/25 - 12:00 p.m.

4. Date(s)/Time(s): ^{Sat 23, 9 am} Friday August 22 7:00 pm through August 24th 12:00pm.

5. Expected length of use: 3:00pm on the 22nd through Sunday 12:00pm

6. Expected size of group: 300-500

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

Dave Armstrong, Mary Kisner and Brad Kisner

Address(es): 825 Robin Road

Telephone Number(s): 506-5098

E-mail Address(es): avenuesubs113@gmail.com

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

Will forward after i receive the list of bands and there leaders.

9. List mechanical or electronic equipment to be used:

Sound equipment provided by the Bands.

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

A flatbed truck to be brought into the beer garden on Friday and left there until Sunday. then it will be removed by 12:00pm

11. Number and types of animals to be used:

N/A

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

I will forward info once this is determined.

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

The volunteers of the host class of 1985, approximately 5-10 people.

14. All plans for the provision of security:

A double layer of fencing around the edges of Iowa Avenue, along the sidewalks on both sides of street and the edge of alley #1 and Mississippi Drive. A entrance will be provided on Iowa Avenue near alley #1. Volunteers will be present at entrance to ID people.

15. Beer or wine consumption? Yes ☒ No ☐

16. Describe any items to be sold or distributed:

Food, alcoholic drinks and non-alcoholic drinks.

17. Is water connection requested: Yes ☐ No ☒

18. Is electricity requested: Yes ☒ No ☒

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

If yes, please attach.

If no, please explain:

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

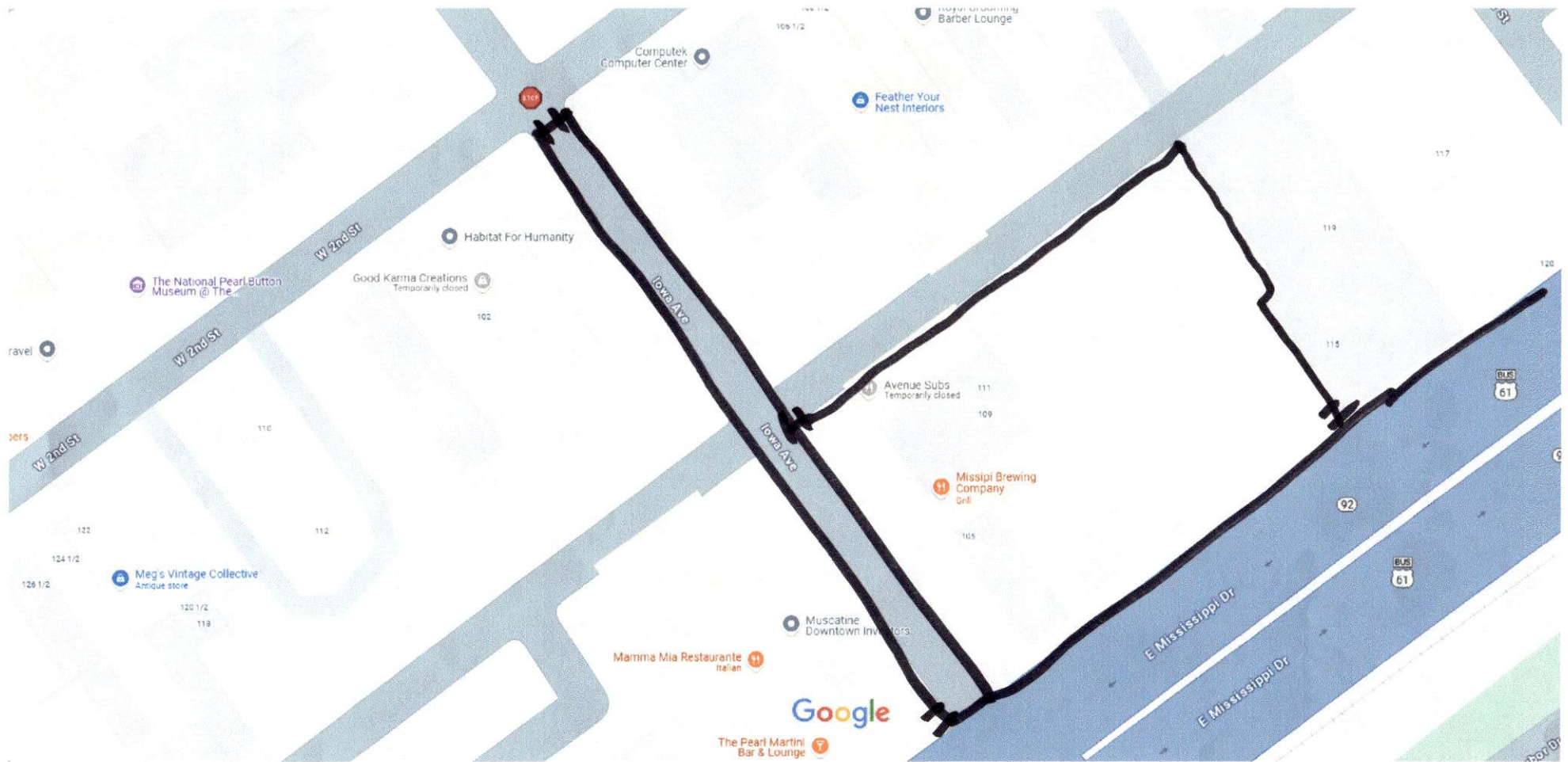
The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including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

Brad Kisner(Missipi Brew)

Authorized Representative

01/09/2025

Date



11 - entrances to event

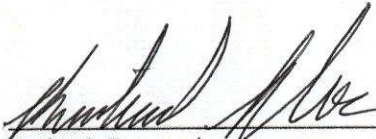
Wanting to close down Iowa Avenue from 2nd St to Mississippi Drive.
 Saturday 9:00 AM August 23rd to 12:00 PM Sunday August 24th. With signs on
 Brown Avenue stating no parking 24 hours prior to event - Brad Krom (563) 506-5098
 Min 2/21/25

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

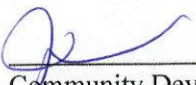
☒ YES ☐ NO

 2-28-25
Parks & Recreation Date

Comments:

Approval subject to
attendance at poc-event
meeting.
If flooding, Foun Ave
may not be able to be closed.

☒ YES ☐ NO

 2-25-25
Community Development Date

☒ YES ☐ NO

 2/26/25
Public Works Date

PLEASE HAVE A PRE-EVENT
MEETING

☒ YES ☐ NO

 2/26/25
Police Chief Date

☒ YES ☐ NO

 2/26/25
Fire Chief Date

FINAL APPROVAL:

☒ YES ☐ NO

 3-3-25
City Administrator Date

SEE ABOVE COMMENTS.

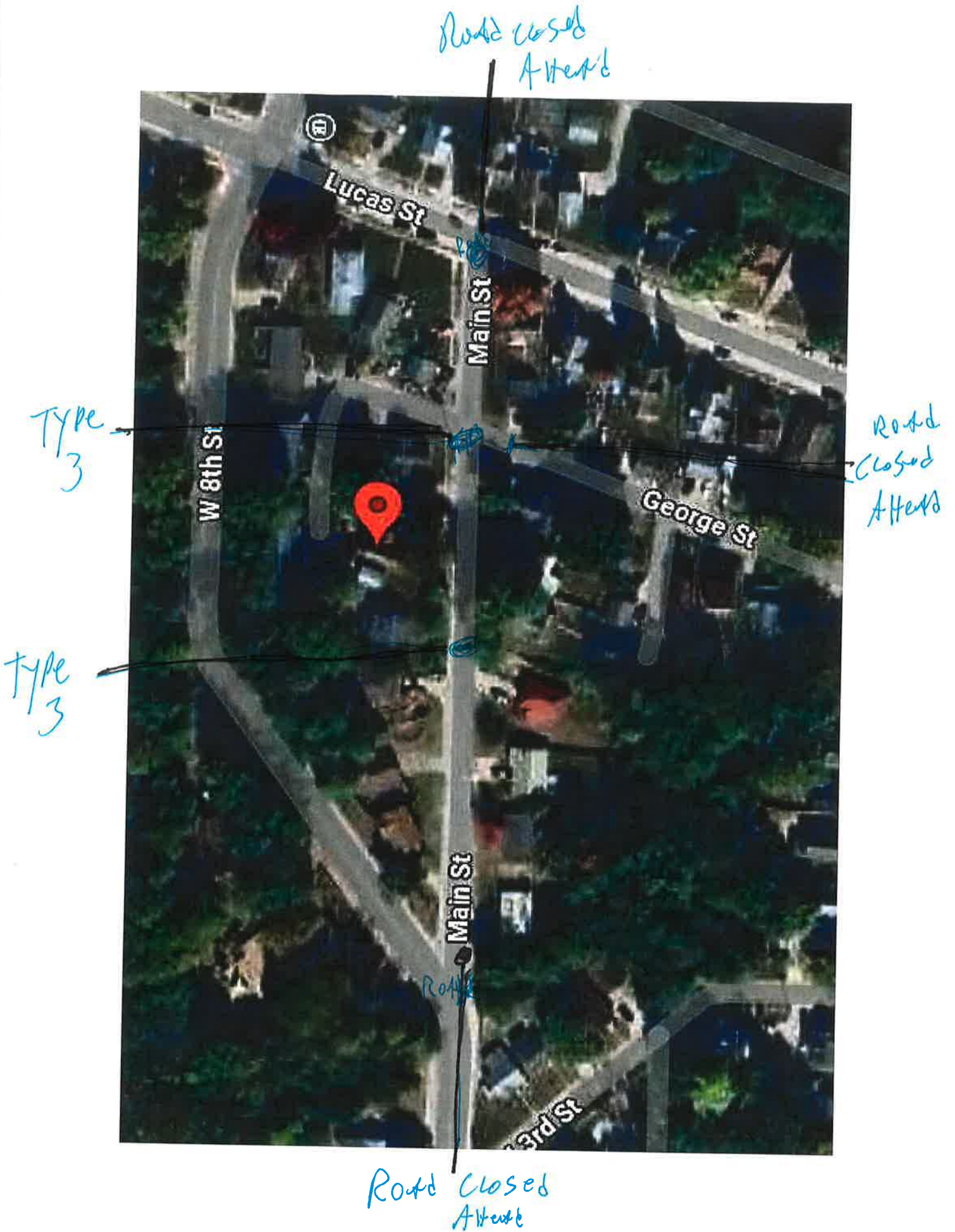


Request for Closure

- 1: Location of Closure 320 MAIN ST
- 2: Contractor Broders Excavating
- 3: Dates and Duration of Closure 3-10-25 - 3-14-25
- 4: Company Responsible for Detour and
Signage Broders Exc
- 5: Reason Closure is
Needed Sewer Replacement in Center of Road

Date Submitted _____

Applicant L. R. R.



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

CITY OF MUSCATINE

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

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

Keep Muscatine Beautiful - Greater Muscatine Chamber of Commerce and Industry and Chamber Ambassadors

Address: 215 West Mississippi Drive, Muscatine, IA 52761

Telephone Number: 563-343-0359

E-mail Address: christinaboar64@gmail.com

2. Type of event that is planned:

Outdoor music and family fun event including beer tent.

3. Proposed location:

From Pearl City Station to grassy area in front of Contrary.

4. Date(s)/Time(s): July 31, August 1 & 2, 2025

5. Expected length of use: 8 am - 11:00 pm

6. Expected size of group: 750 - 1000

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

Chris Boar and Nick Gow

Address(es): 3316 Clermont Drive, Muscatine, IA 52761

Telephone Number(s): Chris - 563-343-0359 - Nick - 563-260-0976

E-mail Address(es): christinaboar64@gmail.com fyncontracting@gmail.com

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

We will have bands at each event - TBD.

9. List mechanical or electronic equipment to be used:

We will be using the power by the new light poles.

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

6 Golf Carts

11. Number and types of animals to be used:

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

Bands will have a sound system.

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

We will have a couple dozen volunteers. We will also be hiring Muscatine police.

14. All plans for the provision of security:

Muscatine Police Department

15. Beer or wine consumption? Yes ☒ No ☐

16. Describe any items to be sold or distributed:

Beer and wine

17. Is water connection requested: Yes ☐ No ☒

18. Is electricity requested: Yes ☒ No ☐

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

If yes, please attach.

If no, please explain:

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

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

Christina Boar

Authorized Representative

January 24, 2025

Date

EVENT: Keep Muscatine Beautiful

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

☒ YES ☐ NO

Richard Klimes Feb 6, 2025
Richard Klimes (R#3.9.2025 16:12 CST)
Parks & Recreation Date

Approval subject to attendance at preevent meeting and event coordination with cat fish tournament.

☒ YES ☐ NO

Jodi Royal-Goodwin Feb 5, 2025
Jodi Royal-Goodwin (R#4.9.2025 09:37 CST)
Community Development Date

☒ YES ☐ NO

Brian Stinson Feb 5, 2025
Brian Stinson (R#5.9.2025 14:32 CST)
Public Works Date

☒ YES ☐ NO

Steve Snider Feb 6, 2025
Steve Snider (R#6.9.2025 09:37 CST)
Police Chief Date

☒ YES ☐ NO

Dave Case Feb 6, 2025
Dave Case (R#7.9.2025 08:09 CST)
Fire Chief Date

FINAL APPROVAL:

☒ YES ☐ NO

Matthew T. Anderson Feb 7, 2025
Matthew T. Anderson (R#7.7.2025 14:54 CST)
City Administrator Date

Muscatine County Board of Supervisors
Monday, February 24, 2025

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

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

On a motion by Sorensen, second by Kirchner, the Board approved a request from Mississippi Valley Child Protection Center for permission to place blue pinwheels and signs at the Muscatine Courthouse, County Jail, County Attorney, and Community Service Building for April's Child Abuse Prevention Awareness Month. Ayes: All.

Community Services Director Jessica Bopes reviewed a proposed increase for the fee schedules for General Assistance and Veterans Affairs services. Bopes recommended to increase the fees from guardianship and conservator fees from \$100.00 to \$300.00 and to charge a 4% fee for veteran affairs services.

On a motion by Sorensen, second by Sauer, the Board approved to revise fee schedules for General Assistance and Veterans Affairs services. Ayes: All.

Bopes reviewed a written data request from the Iowa Department of Health and Human Services for all historical and current data for the continuity of care as the state transitions from MHDS Regions to the new Behavioral Health Statewide System on July 1, 2025. Sorensen recommended the language mark up on the release form, completed by County Attorney Jim Barry, should be reviewed by Carosh Compliance Solutions. Sorensen stated he will be attending the MHDS region meeting today and will discuss the request for release of data. Sorensen stated he will report back at next week's Board meeting.

On a motion by Sorensen, second by Chick, the Board moved to table the request for Resolution 02-24-25-01 Approving a Request to Release Data to Iowa Department of Health and Human Services. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board set a public hearing for Monday March 17, 2025 at 9:00 a.m. on proposed amendments to the Muscatine County Zoning Ordinance regarding Private Burial Sites and Cryptocurrency and Data Center Facilities. Ayes: All.

County Development Director Eric Furnas updated the Board regarding Muscatine County Administration Building Maintenance-Phase 1. Furnas stated a contractor will begin work at 6 A.M. tomorrow to replace doors that go out to the roof and attic. Muscatine County Administration Building Maintenance -Phase 2, pre-bid walk through has been completed for tuck pointing and masonry work.

On a motion by Sorensen, second by Sauer, the Board authorized the Chair to sign a letter of support regarding the Competitive Highway Bridge Program (CHBP) grant application submitted by Iowa Department of Transportation. Specifically for the Hwy 6 bridge over the

East Branch of the Wapsinonoc Creek in Muscatine County. Ayes: All.

On a motion by Sauer, second by Chick, the Board authorized the Chair to sign a Memorandum of Understanding between Muscatine County and the State of Iowa, Department of Management (“DOM”) for Cybersecurity with Information Services Director Bill Riley. Ayes: All.

On a motion by Sauer, second by Sorensen, the Board approved the minutes of the February 17, 2025 regular meeting. Ayes: All.

Correspondence:

All Supervisors received two emails from residents regarding the 245th Street, Conesville, Iowa, road and bridge.

Sauer was contacted by residents at M & W Trailer Park regarding water quality issues. Sauer contacted County Development Director Eric Furnas who had been contacted by residents with the concern.

Sorensen was contacted by residents with concerns about food pantries in the area. Sorensen stated Community Services Director Jessica Bopes is reviewing the food pantry concerns.

Chick received calls from two residents regarding 245th Street, Conesville.

Committee Reports:

Kirchner attended a Muscatine County Fair Board meeting on February 20, 2025.

Chick attended a County Trails System meeting on February 19, 2025 regarding a proposed county wide trail system. American Discovery Trail was also discussed which is a proposed trail from Washington DC to Washington State.

Chick attended a Mississippi Valley Workforce Area Board meeting on February 19, 2025.

Chick attended a Mississippi Valley Workforce Area Board CEO meeting on February 20, 2025.

Mather attended a Muscatine County Veterans Affairs Commission meeting on February 19, 2025.

Mather attended Bi-State Regional Planning Commission Personnel meeting on February 21, 2025.

Sauer attended a Muscatine County Conservation Board meeting on February 17, 2025.

Sauer attended a River Bend Transit Board of Directors meeting on February 19, 2025.

On a motion by Sauer, second by Kirchner, the Board set a public hearing on proposed FY24/25 Muscatine County budget amendments for Monday, March 17, 2025 at 9:00 a.m. Ayes: All.

On a motion by Sauer, second by Kirchner, the Board set a public hearing on the FY25/26

Muscatine County Proposed Property Tax Levy for Monday, March 24, 2025, at 10:00 a.m. at the conclusion of the Board of Supervisors regular meeting. Ayes: All.

On a motion by Sauer, second by Sorensen, the Board approved a hiring request for the Human Resources Administrator position in the Administration Office. Ayes: Kirchner, Mather, Sauer, Sorensen. Nay: Chick. Motion passed 4-1.

Conservation Director Katie Hammond updated the Board stating the seasonal positions have been offered and filled and are seeking a campground host at Saulsbury campground. Hammond questioned if the request for an environmental education intern has been approved for the upcoming fiscal year. Budget Administrator Kala Naber stated budget deliberations will be discussed later in this meeting. Hammond stated there are two grants the Conservation Board is planning to apply for. Delta Dental is offering a grant to place a drinking fountain with a water bottle refill station at Discovery Park and another grant submission will be for ballistic vests grant for the three law enforcement conservation employees. Hammond stated the Deep Lakes Park Campground ground breaking with Triple B Construction is planned for the week of March 3, 2025. Hammond asked the Board if they would like to attend a ground breaking ceremony. The Board consensus was to meet at the campground with the Conservation Board on March 3, 2025 at 12:00 P.M. for a ground breaking ceremony. Hammond stated she will be meeting with Furnas to discuss inspections for the campground project. Hammond stated an on-line reservation system for the cabin and campground reservation is being discussed and set up with the County Treasurer's office.

The Board recessed at 9:40 A.M. and reconvened at 9:46 A.M.

Naber presented information regarding FY24/25 salary comparisons, total salaries and benefits, salary increases FY19/20 through FY24/25, salaries of appointed officials, proposed FY25/26 salaries, compensation board recommendations across the state, CPI information, ISAC statewide survey of salaries and Iowa County Compensation Iowa Code information for the review of FY25/26 proposed wage increases for elected officials. The Board held discussion on the proposed wage increase for all elected officials. County Sheriff Quinn Riess presented comparable salary information according to Iowa law on police chiefs of similar population to our county. The Board held discussion with ongoing FY25/26 budget deliberations.

On a motion by Sorensen, second by Sauer, the Board went into closed session at 10:44 A.M. pursuant to Chapter 21.5 (c), Code of Iowa, to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent. Roll call vote: Ayes: All. On a motion by Sorensen, second by Sauer, the Board returned to open session at 11:37 A.M. Roll call vote: Ayes: All.

The meeting was adjourned at 11:38 A.M.

ATTEST:

Shannon Steele
Administrative/Elections Clerk

Nathan Mather, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, February 17, 2025

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

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

On a motion by Sorensen, second by Kirchner, the Board approved claims dated February 17, 2025 in the amount of \$442,979.52. Ayes: All.

On a motion by Chick, second by Sorensen, the Board approved a Governor's Traffic Safety Bureau (GTSB) LE Highway Safety Grant application in the amount of \$59,011.50. Ayes: All.

Muscatine County Historic Preservation Commissioner William Koellner presented an Iowa Economic Development Authority Certified Local Government Grant Agreement for the Survey of North Calhoun Steet, West Liberty, Iowa.

On a motion by Sorensen, second by Kirchner, the Board authorized the Chair to sign a Certified Local Government Grant Agreement, in the amount of \$36,508.00 (\$21,096 grant award with \$5,000 cash match provided by the City of West Liberty and \$10,412 in-kind match requirements) for the Survey of North Calhoun Steet, West Liberty, Iowa. Ayes: All.

Koellner updated the Board on recent projects with the Muscatine County Historic Preservation Commission. Koellner stated the Historic School and Churches project has placed 149 signs throughout the county and the Commission will be discussing signage for the transportation sites, reports on the fruits and vegetable study and the freedom trail/underground railroad project.

Planning and Zoning Administrator Eric Furnas reviewed an application filed by Tjl Farms LLC, Record Owner and Frantz's Cedar Valley Farms LLC, Proposed Buyer, requesting approval of the combined preliminary/final plat of the one lot, A-1 Agricultural subdivision, Frantz Cedar Valley Subdivision. The proposed subdivision would b located in Orono Township, in the NW1/4 of Section 29-T76N-R4W, and would contain approximately 1.47 acres. The Zoning Commission approved the application determining the lot would meet the required lot size of the A-1 Agricultural District and the property will remain zoned A-1 and the development would be restricted to the A-1 District ordinance provisions.

On a motion by Sorensen, second by Sauer, the Board approved Resolution #02-17-25-01 Approval of the Combined Preliminary and Final Plat of Frantz Cedar Valley Subdivision. Roll call vote: Ayes: All.

RESOLUTION #02-17-25-01
APPROVAL OF THE COMBINED PRELIMINARY AND FINAL PLAT OF
FRANTZ CEDAR VALLEY SUBDIVISION

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, a dedication and plat of the proposed subdivision “Frantz Cedar Valley 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; and

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 February 17, 2025.

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 “Frantz Cedar Valley”, 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 17th day of February, 2025.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Nathan Mather, Chairperson
Muscatine County Board of Supervisors

On a motion by Sorensen, second by Kirchner, the Board approved Resolution #02-17-25-02 Granting an Extension to Record the Approved Replat of Lots 1 and 2 of Salvatore’s Subdivision and Parcel J. Roll call vote: Ayes: Kirchner, Chick, Sorensen, Sauer. Mather abstained from the vote due to client conflict.

RESOLUTION #02-17-25-02
RESOLUTION GRANTING EXTENSION FOR FILING OF REPLAT OF LOTS 1 AND
2 OF SALVATORE'S SUBDIVISION AND PARCEL J

WHEREAS, the Muscatine County Board of Supervisors approved the preliminary and final plat of the Salvatore's Subdivision on August 14, 2023 and approved a 90 day extension on March 11, 2024, and approved a second 90 day extension on July 29, 2024; and

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

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

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

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

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

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

Passed and approved this 17th day of February, 2025.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Danny Chick, Vice-Chair
Muscatine County Board of Supervisors

County Engineer Bryan Horesowsky presented bids for L-(M24-6)--73-70, micro surfacing along portions of North Mulberry Road X54, 155th Street X54/F70, and 120th Street F65 as follows: Asphalt Surface Technologies Corporation, aka Tech Corporation, St. Cloud, Minnesota - \$662,576.95 and Fahrner Asphalt Sealers, LLC, Plover, Wisconsin - \$798,537.44. Horesowsky recommended to award the bid to Asphalt Surface Technologies Corporation, aka Tech Corporation, St. Cloud, Minnesota.

On a motion by Sorensen, second by Kirchner, the Board awarded a bid for L-(M24-6)--73-70, micro surfacing along portions of North Mulberry Road X54, 155th Street X54/F70, and 120th Street F65 to Asphalt Surface Technologies Corporation, aka Tech Corporation, St. Cloud, Minnesota. Ayes: All.

On motion by Sauer, second by Sorensen, the Board approved the minutes of the February 10, 2025 regular meeting. Ayes: All.

Correspondence:

All Supervisors received an email from Ryan Schmidt inquiring about Home Owner Association (HOA) contact information. Sorensen stated the county does not have HOA contact information.

Sorensen was contacted by Bob Schaapveld to thank Veteran's Affairs Director Eric Sanders for his work with local veterans.

Committee & Meeting Reports:

Sorensen attended a Greater Muscatine Chamber of Commerce and Industry Advocacy meeting with discussions on the City of Muscatine Pattern Book.

Sorensen attended a Muscatine County Emergency Management/E911 Service Board meeting on February 11, 2025.

All Supervisors attended a Conference Board meeting on February 11, 2025.

Kirchner announced the Muscatine County Fair Board "Weekend for the Fair" Fundraiser will be held on Saturday, March 1, 2025 at the fairgrounds at 6 p.m. with entertainment at 7:30 p.m. Tickets are available for \$30 from Jennifer in the Recorder's office or from Kirchner.

Mather announced the grant writer is compiling a grant application from Bi-State for the Muscatine Mad Creek Trail. Mather stated a Veteran's Network Night is scheduled on February 20, 2025 at the Missipi Brew, 107 Iowa Avenue from 5:30 P.M. to 8:30 P.M.

The Board held discussion regarding the proposed changes to revise class specifications and grade assignments for a Planning and Zoning Administrator position to become a County Development Director position and two Inspector positions. Chick stated his concerns on the Administrative Services Director proposed wage increase and the re-assigned duties to the position due to the proposed addition of a Human Resources position which has been posted with no recent board discussion. Chick stated the proposed revised assignments for the Planning and Zoning positions are also being considered which raises his concern with all these changes before the Administrative Services Director retires. Sorensen and Furnas reviewed the duties of the positions proposed for revisions. Chick requested to add an agenda item to the next meeting to re-evaluate some of the duties and proposed changes. Mather stated he will discuss with County Attorney Jim Barry if a closed session is required.

Furnas reviewed the proposed class specification for a County Development Director position. The position will include oversight of Capital Projects and General Services. Sorensen stated the proposed revised class specifications and grade assignments for the Zoning Department does not create new positions but revises the essential functions/job descriptions.

On a motion by Sorensen, second by Sauer, the Board approved a revised class specification and grade assignment for a Planning and Zoning Administrator position (Grade 17) to become a

County Development Director position (Grade 18), effective February 22, 2025. Ayes: All.

On a motion by Sorensen, second by Sauer, the Board approved new class specifications and grade assignments for Building, Zoning and Environmental Inspector I and II positions. Ayes: All.

On motion by Sorensen, second by Sauer, the Board approved placement of a current Building, Zoning and Environmental Inspector II (Grade 14, Step 4) into a Building, Zoning and Environmental Inspector I position (Grade 15, Step 4), effective February 22, 2025. Ayes: All.

On motion by Sauer, second by Sorensen, the Board authorized the Chair to execute a FY24/25 Methamphetamine Drug Hot Spots Grant Program (CAMP) agreement in the amount of \$9,000.00. Ayes: All.

Furnas stated he is watching current legislation in regards to county planning and zoning study bills and to contact him if the Board has any feedback. Sorensen stated he is reviewing and watching various study bills that have raised concerns for counties.

On a motion by Sorensen, second by Sauer, the Board went into closed session at 9:43 A.M. pursuant to Code of Iowa, Section 21.5 (c) to discuss strategy with counsel in matter where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation; and/or Section 21.2 (j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for the property. Roll call vote: Ayes: All. On a motion by Sorensen, second by Sauer, the Board returned to open session at 10:00 A.M. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Sauer, the Board went into closed session at 10:10 A.M. (at candidate's request) pursuant to Chapter 21.5.1 (i). Code of Iowa, for an interview for the Human Resources Administrator position. Roll call vote: Ayes: All. On a motion by Sorensen, second by Sauer, the Board returned to open session at 10:30 A.M. Roll call vote: Ayes: All.

The Board recessed at 10:30 A.M. and reconvened at 10:36 A.M.

On a motion by Sorensen, second by Sauer, the Board went into closed session at 10:37 A.M (at candidate's request) pursuant to Chapter 21.5.1 (i). Code of Iowa, for an interview for the Human Resources Administrator position. Roll call vote: Ayes: All. On a motion by Sorensen, second by Sauer, the Board returned to open session at 10:52 A.M. Roll call vote: Ayes: All.

The Board recessed at 10:52 A.M. and reconvened at 10:57 A.M.

On a motion by Sorensen, second by Sauer, the Board went into closed session at 10:57 A.M Possible closed session pursuant to Chapter 21.5.1 (i), Code of Iowa, to discuss candidates for the Human Resources Administrator position. Roll call vote: Ayes: All. On a motion by Sorensen,

second by Sauer, the Board returned to open session at 11:12 A.M. Roll call vote: Ayes: All.
On a motion by Sorensen, second by Sauer, the Board moved to make an offer for the Human Resources Administration position as discussed. Ayes: All.

The meeting was adjourned at 11:13 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Nathan Mather, Chairperson
Board of Supervisors



City of Muscatine

ITEM NUMBER 2025-0082

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

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

SUBJECT

Request to Approve the Issuance of a Purchase Order to Carriage House Carpet, for an Amount Not to Exceed \$23,000, for Carpet Removal and Installation at City Hall and the Public Safety Building.

EXECUTIVE SUMMARY

Request to Issue a Purchase Order to Carriage House Carpet for Carpet Removal and Installation in City Hall and the Public Safety Building for an Amount Not to Exceed \$23,000.

STAFF RECOMMENDATION

Staff recommends approving this request.

BACKGROUND/DISCUSSION

Carpets in several areas of City Hall and the Fire Department have been identified as needing to be replaced. Carpet was quoted for all areas, but after discussion among staff, it was identified that epoxy flooring would be more suitable for some areas. Three quotes were received for the carpet. Carriage House Carpet was the low bid for the total carpet pricing of \$40,630.15, Northwest Flooring & Design for \$44,694.03 and Rheinschmidts Flooring America for \$45,498.75. After we exchanged some carpeted areas with epoxy flooring and identified some areas that have asked to hold off on carpets at this time, the revised quote for carpet is approximately \$21,9230.87. Due to the slightly unknown quantity that will be needed due to replacing the existing carpet with carpet squares for easier maintenance and repairs in the future, we are requesting to issue a purchase order not to exceed \$23,000 to Carriage House Carpet.

CITY FINANCIAL IMPACT

Funding is from the Building and Grounds Deferred Maintenance Budget.

ATTACHMENTS

1. Carpet Quotes

Proposal

Page No. 1 of 2 Pages



CARRIAGE HOUSE CARPET ONE
121 East 2nd Street
Muscatine, Iowa 52761
(563) 264-3205

PROPOSAL SUBMITTED TO <i>City of Muscatine</i>	PHONE	DATE <i>12/2/24</i>
STREET <i>215 Sycamore St.</i>	JOB NAME	
CITY, STATE AND ZIP CODE <i>Muscatine, IA 52761</i>	JOB LOCATION <i>City Hall</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Carpet Tile
Style: 2mg
Color:

Installed Carpet tile. Includes
tear out of existing glued carpet.

Finance office: \$8276.65

Copy, middle, motor office: \$2960.54

Matt's office: \$1426.70

IT: \$1092.42

Page
total \$13,756.31

TYPE FLOOR ☐ WOOD ☐ CEMENT	APPLIANCES ☐ YES ☐ NO	PREP.
---	--	-------

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing mouldings, doors, jambs, fixtures and walls. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors or putting doors back. Seller is not responsible for customer's measurements. Seller is not responsible for gas and water hook-ups. Unforeseen structural problems upon installation may change the amount due on this invoice. Seller can not set stools.

A FINANCE CHARGE OF 1.5% (18% PER ANNUM) will be charged to accounts past 30 days.

Other: _____

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

I/WE THE BUYER(S) HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS:

Signature: _____

SUB-TOTAL	
SALES TAX	
TOTAL	
DEPOSIT	
BALANCE DUE	

DATE COMPLETED
AND PAID IN FULL: ____/____/____

Thank You
CUSTOMER COPY

NO RETURNS ON CASH AND CARRY ORDERS

Proposal

Page No. of Pages



CARRIAGE HOUSE CARPET ONE

121 East 2nd Street
Muscatine, Iowa 52761
(563) 264-3205

PROPOSAL SUBMITTED TO <i>City of Muscatine</i>		PHONE	DATE <i>12/2/24</i>
STREET		JOB NAME <i>Fire Dept + Offices</i>	
CITY, STATE AND ZIP CODE <i>Muscatine, IA 52761</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Carpet + Tile
Style: Zing
Color:

Install carpet tile in offices.
Includes tearouts & new core base.

\$8758.21

Customer is responsible for moving furniture.

TYPE FLOOR ☐ WOOD ☐ CEMENT	APPLIANCES ☐ YES ☐ NO	PREP.
---	--	-------

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing mouldings, doors, jambs, fixtures and walls. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors or putting doors back. Seller is not responsible for customer's measurements. Seller is not responsible for gas and water hook-ups. Unforeseen structural problems upon installation may change the amount due on this invoice. Seller can not set stools.
A FINANCE CHARGE OF 1.5% (18% PER ANNUM) will be charged to accounts past 30 days.

Other: _____

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

I/WE THE BUYER(S) HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS:

Signature: _____

SUB-TOTAL	
SALES TAX	
TOTAL	
DEPOSIT	
BALANCE DUE	

DATE COMPLETED AND PAID IN FULL: *1/1*

Thank You
CUSTOMER COPY

NO RETURNS ON CASH AND CARRY ORDERS

SHAW
carpet

Proposal

Page No. 2 of 2 Pages



CARRIAGE HOUSE CARPET ONE

121 East 2nd Street
Muscatine, Iowa 52761
(563) 264-3205

PROPOSAL SUBMITTED TO <i>City of Muscatine</i>		PHONE	DATE <i>12/2/24</i>
STREET <i>215 Sycamore St</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Muscatine, IA 52761</i>		JOB LOCATION <i>City Hall</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Carpet Tile

Style : Zing

Color:

Breakroom : \$2444.57

Parks & Rec : \$8063.35

John's office : \$1092.17

City Admins offices : \$6515.54

Page total

\$18,115.63

Customer is responsible to move furniture

TYPE FLOOR ☐ WOOD ☐ CEMENT	APPLIANCES ☐ YES ☐ NO	PREP.
---	--	-------

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing mouldings, doors, jambs, fixtures and walls. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors or putting doors back. Seller is not responsible for customer's measurements. Seller is not responsible for gas and water hook-ups. Unforeseen structural problems upon installation may change the amount due on this invoice. Seller can not set stools.

A FINANCE CHARGE OF 1.5% (18% PER ANNUM) will be charged to accounts past 30 days.

Other: _____

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

I/WE THE BUYER(S) HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS:

Signature: _____

SUB-TOTAL	
SALES TAX	
TOTAL	
DEPOSIT	
BALANCE DUE	

DATE COMPLETED
AND PAID IN FULL: *1 / 1*

Thank You
CUSTOMER COPY

NO RETURNS ON CASH AND CARRY ORDERS

RHEINSCHMIDTS FLOORING AMERICA
1201 NORTH ROOSEVELT
P.O. BOX 697
BURLINGTON, IA 52601
Telephone: 319-753-1611 Fax: 319-753-1944

Page 1

QMR2057A

QUOTE

Sold To		Ship To	
CITY OF MUSCATINE		CITY OF MUSCATINE	
MUSCATINE, IA 52761		MUSCATINE 3, IA 52761	
Quote Date	Tele #1	PO Number	Quote Number
01/30/25		CITY HALL	QMR2057A

QUOTE INCLUDES:

REMOVAL OF EXISTING MATERIAL

ZING CARPET TILE INSTALLED

MINOR FLOOR PREP IS INCLUDED. ADDITIONAL FLOOR PREP MAY BE NECESSARY.

QUOTE IS VALID FOR 30 DAYS.

OWNER IS RESPONSIBLE FOR MOVING ALL FURNITURE.

RHEINSCHMIDT'S IS A FEMALE OWNED, COMMUNITY INVOLVED SMALL BUSINESS.

— 01/30/25 —

Sales Representative(s):
MICHELLE RUSSELL

1:31PM —

Material:	29,250.00
Service:	4,550.00
Misc. Charges:	0.00
Sales Tax:	2,047.50
Misc. Tax:	0.00

QUOTE TOTAL: \$35,847.50



NORTHWEST FLOORING + DESIGN CENTER

January 27th, 2025

City of Muscatine

Fire Department Offices:

Carpet tile. Style Zing. Color TBS.

\$9,634.03

Area: Offices. Includes tear out and new cove base.

Note: Customer is responsible for moving furniture.

City Hall:

Carpet tile. Style Zing. Color TBS.

Install carpet tile. Includes tear out of existing glued carpet.

Area: Finance Office

\$9,104.32

Area: Copy room, middle and meter office.

\$3,256.59

Area: Matt's Office.

\$1,569.37

Area: IT.

\$1,201.66

City Hall:

Carpet tile. Style Zing. Color TBS.

Area: Breakroom.

\$2,689.03

Area: Parks & Rec Room.

\$8,869.69

Area: John's Office.

\$1,201.39

Area: City Administrator Offices.

\$7,167.95

Note: Customer is responsible for moving furniture.

total = \$37,526.08
total with Admin = \$44,694.03

If you have any questions please feel free to contact me

Thank you,

Doug Patch



City of Muscatine

ITEM NUMBER 2025-0083

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

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

SUBJECT

Request to Approve the Issuance of a Purchase Order to Diamond Floor Finish, for an Amount not to exceed \$14,000.00, for Installation of Epoxy Flooring in Multiple Offices at City Hall and the Public Safety Building.

EXECUTIVE SUMMARY

Request to Issue a Purchase Order in the Amount of \$14,000.00 to Diamond Floor Finish for Installation of Epoxy Flooring in Multiple Offices at City Hall and the Public Safety Building.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

Carpets in several areas of City Hall and the Fire Department have been identified as needing to be replaced. Carpet was quoted for all areas, but after discussion among staff, it was identified that epoxy flooring would be more suitable for some areas. We exchanged some carpeted areas with epoxy flooring and some areas have asked to hold off on carpets in their areas at this time. We requested three quotes for the epoxy flooring with Diamond Floor Finish as the only bidder that would remove the existing flooring and lay the new epoxy flooring. Hello Garage and TSR Coatings do not want to do any carpet removal or grinding of glued-down flooring. They want clean concrete like a garage floor or painted floors to prep and apply epoxy to them, therefore they do not meet the scope of work. The bid from Diamond floor finish is \$10,849.75 for removal and installation. Due to the unknown quantity of actual carpet to be removed and replaced and possible new layout of the public entry to the Finance Department, staff requests to issue a purchase order to Diamond Floor Finish for an amount not to exceed \$14,000.00.

CITY FINANCIAL IMPACT

Funding is from the Building and Grounds Deferred Maintenance Budget.

ATTACHMENTS

1. Epoxy Quotes

ESTIMATE

Diamond Finish Floor Coverings
2587 Hwy 6
wilton, IA 52778

jordangraham261@gmail.com
+1 (515) 313-3105



Bill to

City Hall
215 Sycamore St
Muscatine
IA
52760
US

Ship to

City Hall
215 Sycamore St
Muscatine
IA
52760
US

Estimate details

Estimate no.: 1116
Estimate date: 02/17/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Polyaspartic Epoxy Floor Coatings	Estimate to install polyaspartic epoxy flooring on 1362 sq city hall rooms & hallway - including full prep: removal of old carpet, grinding and prepping Concrete Surface to profile of CSP3 - clean and fill cracks / saw joints (optional with additional cost) - laying epoxy base, with full flake broadcast of customers desire, scraping floor to a smooth finish - apply Polyaspartic slow cure top coat to a durable final finish - Add aluminum oxide, 50 grit anti-slip - Cost for time and material Prior to start time- ask that all items on flooring is removed. After completion. 8 hours for foot traffic , 42 hours (personal belongings)	1	\$10,896.00	\$10,896.00
Total						\$10,896.00

Accepted date

Accepted by

ESTIMATE

Diamond Finish Floor Coverings
2587 Hwy 6
Wilton, IA 52778

jordangraham261@gmail.com
+1 (515) 313-3105



Bill to
Muscatine PD
312 E 5th St
Muscatine
IA
52761
US

Ship to
Muscatine PD
312 E 5th St
Muscatine
IA
52761
US

Estimate details

Estimate no.: 1112
Estimate date: 11/20/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/20/2024	Polyaspartic Epoxy Floor Coatings	Estimate to install polyaspartic epoxy flooring on 307 sq front lobby office - including full prep: removal of old tile/ carpet. grinding and prepping Concrete Surface to profile of CSP3 - clean and fill cracks / saw joints (optional with additional cost) - laying epoxy base, with full flake broadcast of customers desire, scraping floor to a smooth finish - apply Polyaspartic slow cure top coat to a durable final finish - Add aluminum oxide, 50 grit anti-slip Prior to start time- ask that all items on flooring is removed. After completion. 8 hours for foot traffic , 42 hours (personal belongings) & 72 hour (vehicle traffic)	1	\$2,225.75	\$2,225.75

Total

\$2,225.75

Note to customer

Thank you for your business.

Accepted date

Accepted by

Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 03/04/2025 - 2:34PM
 Batch: 00007.02.2025



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

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00001.02.2025 State Income T	02/14/2025	0	106.60	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVENUE	PR Batch 00002.02.2025 State Income T	02/28/2025	0	102.71	
		Vendor Subtotal:			209.31	
1000-00-0000-24400	SIGUORNEY TRACTOR & IMPLEMENT	Bulk Hose/Hose Fitting	02/28/2025	0	650.54	
		Vendor Subtotal:			650.54	
1000-00-0000-24400	CROUCH RECREATION	Swing Mats	02/28/2025	0	900.00	
		Vendor Subtotal:			900.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBBARD	January Legal	02/28/2025	0	4,399.40	
		Vendor Subtotal:			4,399.40	
1000-01-1131-51100	STAPLES ADVANTAGE	Pens/Ivory Paper	02/28/2025	0	40.32	
		Vendor Subtotal:			40.32	
1000-01-1132-61220	LAW OFFICES OF HOPKINS & HUBBARD	January Legal	02/28/2025	0	653.50	
		Vendor Subtotal:			653.50	
1000-01-1144-52840	DRJ GROUP, LLC	First Aid Supplies	02/28/2025	0	34.53	
		Vendor Subtotal:			34.53	

1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes 2/6/25	02/28/2025	0	606.71
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Budget Minutes 2/11/25	02/28/2025	0	9.58
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Budget Minutes 2/13/25	02/28/2025	0	6.84
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Budget Minutes 2/17/25	02/28/2025	0	10.26
		Vendor Subtotal:			633.39
1000-05-1146-51100	AMAZON.COM	DVI Cable	03/04/2025	0	43.54
		Vendor Subtotal:			43.54
1000-05-1146-61330	WINSOR CONSULTING GROUP LLC	Implementation Fees	02/28/2025	0	4,212.00 00029660
		Vendor Subtotal:			4,212.00
1000-05-1146-61340	WINSOR CONSULTING GROUP LLC	ConnectWise	03/04/2025	0	752.94
		Vendor Subtotal:			752.94
1000-05-1146-65240	MUSCATINE POWER & WATER	January Internet - PW	02/28/2025	0	387.00
1000-05-1146-65240	MUSCATINE POWER & WATER	January Internet - Greenwood	02/28/2025	0	83.18
1000-05-1146-65240	MUSCATINE POWER & WATER	January Internet - Greenwood	02/28/2025	0	59.99
		Vendor Subtotal:			530.17
1000-05-1146-65260	VERIZON WIRELESS	Feb Cell Phones	02/28/2025	0	80.02
		Vendor Subtotal:			80.02
1000-10-1221-61340	MUSCATINE POWER & WATER	Annual ESRI	02/28/2025	0	2,943.60
		Vendor Subtotal:			2,943.60
1000-10-1221-61340	POINT & PAY LLC	January CC Service Fee	02/28/2025	0	15.00
		Vendor Subtotal:			15.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 613 E 5th St	02/28/2025	0	139.13
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 603 Climer	02/28/2025	0	71.75

1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 712 Newell Ave	02/28/2025	0	71.75
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 708 Newell Ave	02/28/2025	0	71.75
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 842 Newell Ave	02/28/2025	0	49.01
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 1925 Grandview /	02/28/2025	0	91.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 107 Laurel	02/28/2025	0	91.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 520 Pine St	02/28/2025	0	49.01
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 2003 Breese Ave	02/28/2025	0	31.64
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 519 Orange St	02/28/2025	0	31.64
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 1815 Schley	02/28/2025	0	40.27
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 114 Nebraska St	02/28/2025	0	31.64
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 2203 Lucas St	02/28/2025	0	39.17
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 112 Roscoe	02/28/2025	0	31.64
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 706 E 7th St	02/28/2025	0	114.14
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 2303 Lucas St	02/28/2025	0	143.50
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 317 W 4th St	02/28/2025	0	110.25
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 319 W 4th St	02/28/2025	0	110.25
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 420 Jackson St	02/28/2025	0	71.75
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 506 Jackson St	02/28/2025	0	71.75
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 506 E 8th St	02/28/2025	0	91.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 2003 Breese Ave	02/28/2025	0	44.25
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 1815 Schley	02/28/2025	0	14.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 1114 Nebraska St	02/28/2025	0	14.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 2203 Lucas St	02/28/2025	0	14.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 112 Roscoe	02/28/2025	0	26.55
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE I	Nuisance Abatement - 519 Orange St	02/28/2025	0	28.63
Vendor Subtotal:					1,696.27
1000-10-1221-65100	QUAD CITY TIMES & MUSC JOURN	Zoning Board of Adjustment Minutes	02/28/2025	0	30.10
Vendor Subtotal:					30.10
1000-15-1311-52240	AMAZON.COM	125 GB USB Flashdrive (5 pack)	02/28/2025	0	49.98 00029784
Vendor Subtotal:					49.98
1000-15-1311-52890	LOU'S GLOVES, INC	1 Case XL Nitrile Latex Gloves (10 boxe	02/28/2025	0	99.00 00029786
1000-15-1311-52890	LOU'S GLOVES, INC	1 Case M Nitrile Latex Gloves (10 boxes	02/28/2025	0	99.00 00029786
1000-15-1311-52890	LOU'S GLOVES, INC	1 Case L Nitrile Latex Gloves (10 boxes)	02/28/2025	0	99.00 00029786
Vendor Subtotal:					297.00

1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 12/1/24	02/28/2025	0	847.20
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 2/16/25	02/28/2025	0	847.20
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 2/23/25	02/28/2025	0	847.20
		Vendor Subtotal:			2,541.60
1000-15-1311-64120	ANTHONY ARNAMAN	Reimb Travel 2/19/25 - 2/20/25	02/28/2025	0	92.00
		Vendor Subtotal:			92.00
1000-15-1311-64200	IOWA ASSOCIATION OF WOMEN Pr	Registration - Colman/Shoultz/Wheeler/Th	02/28/2025	0	492.00
		Vendor Subtotal:			492.00
1000-15-1311-64200	IOWA ACTIVE MANAGEMENT	CFMH Training	02/28/2025	0	125.00
		Vendor Subtotal:			125.00
1000-15-1311-67130	REEVES BATTERY SALES	Battery	02/28/2025	0	140.00
		Vendor Subtotal:			140.00
1000-15-1311-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	02/28/2025	0	28.50
		Vendor Subtotal:			28.50
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier	02/28/2025	0	67.82
		Vendor Subtotal:			67.82
1000-15-1311-69400	QUAD CITIES COUNCIL OF POLICE	Dues - Kies	02/28/2025	0	50.00
		Vendor Subtotal:			50.00
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	March 2025	03/04/2025	0	6,666.67
		Vendor Subtotal:			6,666.67

1000-15-1316-61530	MUSCATINE VETERINARY HOSPITAL	Vet Services - Frankie	02/28/2025	0	542.40
		Vendor Subtotal:			542.40
1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	Shortage on Dec HIDTA Phones	02/28/2025	0	0.10
1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	January HIDTA Phones	02/28/2025	0	135.01
		Vendor Subtotal:			135.11
1000-15-1317-65260	VERIZON WIRELESS	January Cell Phones - HIDTA	02/28/2025	0	49.26
		Vendor Subtotal:			49.26
1000-20-1321-52300	AMAZON.COM	Ice Cleats	02/28/2025	0	29.36
		Vendor Subtotal:			29.36
1000-20-1321-61520	ST LUKES WORK WELL SOLUTION	Pre-Employment Physical J Hammes	02/28/2025	0	1,222.75
		Vendor Subtotal:			1,222.75
1000-20-1321-61560	TMESYS LLC	Prescriptions - J Barnhart	02/28/2025	0	454.17
1000-20-1321-61560	TMESYS LLC	Prescriptions - J Hall	02/28/2025	0	305.40
		Vendor Subtotal:			759.57
1000-20-1321-64200	SEAN PAUSTIAN	Reimb Registration - S Paustian	02/28/2025	0	175.00
		Vendor Subtotal:			175.00
1000-25-1411-53220	ARNOLD MOTOR SUPPLY	Grinder/Tape	02/28/2025	0	34.18
		Vendor Subtotal:			34.18
1000-25-1411-53220	SIGUORNEY TRACTOR & IMPLEMENT	Cap Screw/Clip	02/28/2025	0	48.40
1000-25-1411-53220	SIGUORNEY TRACTOR & IMPLEMENT	Service Kit	02/28/2025	0	79.16
1000-25-1411-53220	SIGUORNEY TRACTOR & IMPLEMENT	Pickup Bodies	02/28/2025	0	19.78
1000-25-1411-53220	SIGUORNEY TRACTOR & IMPLEMENT	Return	02/28/2025	0	-13.79

			Vendor Subtotal:		133.55
1000-25-1411-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Greenwood	02/28/2025	0	13.05
			Vendor Subtotal:		13.05
1000-25-1411-65210	MUSCATINE POWER & WATER	January Phone - Greenwood	02/28/2025	0	30.69
1000-25-1411-65210	MUSCATINE POWER & WATER	January Phones - Greenwood	02/28/2025	0	33.70
			Vendor Subtotal:		64.39
1000-25-1411-65310	ALLIANT ENERGY	January Gas - Greenwood	02/28/2025	0	569.58
1000-25-1411-65310	ALLIANT ENERGY	January Gas - Greenwood	02/28/2025	0	33.53
			Vendor Subtotal:		603.11
1000-25-1421-51300	AMAZON.COM	Toner Box Container	02/28/2025	0	22.50
			Vendor Subtotal:		22.50
1000-25-1423-52400	MENARDS (MUSC)	Spray Bottle	02/28/2025	0	3.87
			Vendor Subtotal:		3.87
1000-25-1423-52400	PLUMB SUPPLY COMPANY	Hand Towels	02/28/2025	0	22.16
			Vendor Subtotal:		22.16
1000-25-1423-52750	PLUMB SUPPLY COMPANY	Hand Torch	02/28/2025	0	87.34
			Vendor Subtotal:		87.34
1000-25-1423-52830	MENARDS (MUSC)	Extend Ratchet	02/28/2025	0	36.98
			Vendor Subtotal:		36.98
1000-25-1423-52830	SIGUORNEY TRACTOR & IMPL	Freight	02/28/2025	0	93.80

1000-25-1423-52830	SIGUORNEY TRACTOR & IMPLEMENT	Credit	02/28/2025	0	-93.80
		Vendor Subtotal:			0.00
1000-25-1423-52890	FASTENAL COMPANY	Anchor	02/28/2025	0	38.40
		Vendor Subtotal:			38.40
1000-25-1423-52890	MENARDS (MUSC)	Drywall Bags/Filter	02/28/2025	0	36.98
1000-25-1423-52890	MENARDS (MUSC)	Sanding Pad Kit/Grip Jar/Screw/Stack Bi	02/28/2025	0	81.99
1000-25-1423-52890	MENARDS (MUSC)	Respirator	02/28/2025	0	39.96
		Vendor Subtotal:			158.93
1000-25-1423-53110	MENARDS (MUSC)	Bolt/Brace	02/28/2025	0	23.84
1000-25-1423-53110	MENARDS (MUSC)	Spackling	02/28/2025	0	8.97
		Vendor Subtotal:			32.81
1000-25-1423-53110	MUSCATINE LUMBER	Safety Hasp	02/28/2025	0	82.47
		Vendor Subtotal:			82.47
1000-25-1423-53120	MENARDS (MUSC)	Hex Socket/Light Bulb	02/28/2025	0	21.96
		Vendor Subtotal:			21.96
1000-25-1423-53130	MENARDS (MUSC)	Shim/Pump	02/28/2025	0	54.55
		Vendor Subtotal:			54.55
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Tank/Solder	02/28/2025	0	58.89
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Reducer	02/28/2025	0	9.95
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Faucet	02/28/2025	0	94.12
1000-25-1423-53130	PLUMB SUPPLY COMPANY	Drain Plug	02/28/2025	0	58.23
		Vendor Subtotal:			221.19
1000-25-1423-53220	ARNOLD MOTOR SUPPLY	V-Belt	02/28/2025	0	9.37

1000-25-1423-53220	ARNOLD MOTOR SUPPLY	Universal Lift Support	02/28/2025	0	40.44
		Vendor Subtotal:			49.81
1000-25-1423-53220	FASTENAL COMPANY	Bolts/Nuts/Washers	02/28/2025	0	84.75
1000-25-1423-53220	FASTENAL COMPANY	Nut/Connector	02/28/2025	0	57.56
		Vendor Subtotal:			142.31
1000-25-1423-53220	MENARDS (MUSC)	Lock Nut/Bolt/Washer	02/28/2025	0	7.25
1000-25-1423-53220	MENARDS (MUSC)	Door Stop/Hook Bolt/Fridge Bin	02/28/2025	0	58.86
1000-25-1423-53220	MENARDS (MUSC)	Weldable Sheet	02/28/2025	0	69.99
1000-25-1423-53220	MENARDS (MUSC)	J Hook	02/28/2025	0	19.94
1000-25-1423-53220	MENARDS (MUSC)	Bolt/Safety Hasp	02/28/2025	0	82.41
1000-25-1423-53220	MENARDS (MUSC)	Door Stop/Dowel	02/28/2025	0	21.27
1000-25-1423-53220	MENARDS (MUSC)	Drill Bit/Safety Glasses	02/28/2025	0	40.57
		Vendor Subtotal:			300.29
1000-25-1423-53220	NAPA OF MUSCATINE	Lamps	02/28/2025	0	3.39
		Vendor Subtotal:			3.39
1000-25-1423-53220	AMAZON.COM	Air Filter Kit	02/28/2025	0	77.98
		Vendor Subtotal:			77.98
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	02/28/2025	0	14.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	02/28/2025	0	14.20
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	02/28/2025	0	14.20
		Vendor Subtotal:			42.60
1000-25-1423-65210	CENTURYLINK	February Phones - Marina	02/28/2025	0	79.76
		Vendor Subtotal:			79.76
1000-25-1423-65310	ALLIANT ENERGY	January Gas - Weed Park	02/28/2025	0	810.69
1000-25-1423-65310	ALLIANT ENERGY	January Gas - Pearl City	02/28/2025	0	540.43
1000-25-1423-65310	ALLIANT ENERGY	January Gas - Harbor	02/28/2025	0	505.97

		Vendor Subtotal:			1,857.09
1000-25-1423-65320	MUSCATINE POWER & WATER	January Electric - Levee	02/28/2025	0	37.02
1000-25-1423-65320	MUSCATINE POWER & WATER	January Electric - Musser	02/28/2025	0	37.02
		Vendor Subtotal:			74.04
1000-25-1423-67150	ARNOLD MOTOR SUPPLY	Blade Guide	02/28/2025	0	73.99
		Vendor Subtotal:			73.99
1000-25-1424-53130	PLUMB SUPPLY COMPANY	Nuts/Pliers/Flanger Washer	02/28/2025	0	30.00
1000-25-1424-53130	PLUMB SUPPLY COMPANY	Return	02/28/2025	0	-1.14
		Vendor Subtotal:			28.86
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Oil Dri	02/28/2025	0	24.46
1000-25-1424-53220	ARNOLD MOTOR SUPPLY	Fuel Line	02/28/2025	0	3.06
		Vendor Subtotal:			27.52
1000-25-1424-53220	LELAND LAMP MACHINE SHOP INC	Steel Tube	02/28/2025	0	35.00
		Vendor Subtotal:			35.00
1000-25-1424-53220	MENARDS (MUSC)	Caulk/Safety Cone	02/28/2025	0	76.68
		Vendor Subtotal:			76.68
1000-25-1424-53220	PLUMB SUPPLY COMPANY	Tube Cutter	02/28/2025	0	64.75
		Vendor Subtotal:			64.75
1000-25-1424-53220	SIGUORNEY TRACTOR & IMPLEMENTS	Ball Bearing/Seal	02/28/2025	0	75.23
		Vendor Subtotal:			75.23

1000-25-1424-65210	CENTURYLINK	February Phones - Kent Stein	02/28/2025	0	93.15
1000-25-1424-65210	CENTURYLINK	February Phones - Kent Stein	02/28/2025	0	79.76
Vendor Subtotal:					172.91
1000-25-1424-73900	PLUMB SUPPLY COMPANY	SINK DRAINS	02/28/2025	0	77.40 00029837
1000-25-1424-73900	PLUMB SUPPLY COMPANY	SINK PEA TRAPS	02/28/2025	0	186.54 00029837
1000-25-1424-73900	PLUMB SUPPLY COMPANY	TAIL END PIECES	02/28/2025	0	63.18 00029837
1000-25-1424-73900	PLUMB SUPPLY COMPANY	SINK PEA TRAPS	02/28/2025	0	10.58
Vendor Subtotal:					337.70
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Throttle Spring	02/28/2025	0	5.42
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Switch	02/28/2025	0	13.69
Vendor Subtotal:					19.11
1000-25-1427-53220	MENARDS (MUSC)	Heater/Smart Straw/Blue Teflon	02/28/2025	0	91.70
1000-25-1427-53220	MENARDS (MUSC)	Shovel	02/28/2025	0	19.99
Vendor Subtotal:					111.69
1000-25-1427-53220	SIGUORNEY TRACTOR & IMPL	Bulk Hose/Hose Fitting	02/28/2025	0	0.10
1000-25-1427-53220	SIGUORNEY TRACTOR & IMPL	HOSES FOR FRONT CYLINDER ON 1	02/28/2025	0	158.74 00029984
Vendor Subtotal:					158.84
1000-25-1427-53220	AMAZON.COM	Fast Charger	02/28/2025	0	13.90
Vendor Subtotal:					13.90
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	02/28/2025	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	02/28/2025	0	24.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	02/28/2025	0	24.00
Vendor Subtotal:					72.00
1000-25-1427-65210	MUSCATINE POWER & WATER	January Phones - Soccer	02/28/2025	0	61.48
1000-25-1427-65210	MUSCATINE POWER & WATER	January Internet - Soccer	02/28/2025	0	3.19

Vendor Subtotal:					64.67
1000-25-1428-38620	ALISSIA SMITH	Refund	02/28/2025	0	250.00
Vendor Subtotal:					250.00
1000-25-1431-52810	BERLINS PRO SHOP	BLASTBALL SHIRTS	02/28/2025	0	175.50 00029853
Vendor Subtotal:					175.50
1000-30-1511-52890	AMAZON.COM	Transmitter/Receiver	02/28/2025	0	72.99
1000-30-1511-52890	AMAZON.COM	Hanging Folders/Acrylic Book	02/28/2025	0	83.03
Vendor Subtotal:					156.02
1000-30-1511-62460	AMAZON.COM	Ring Light	02/28/2025	0	76.49 00029858
1000-30-1511-62460	AMAZON.COM	Tripod	02/28/2025	0	32.29 00029858
1000-30-1511-62460	AMAZON.COM	Rode Microphone System	02/28/2025	0	308.00 00029858
1000-30-1511-62460	AMAZON.COM	Demon Copperhead (12)	02/28/2025	0	145.92
1000-30-1511-62460	AMAZON.COM	Fridge Magnets	02/28/2025	0	29.99
Vendor Subtotal:					592.69
1000-30-1511-63300	XEROX CORPORATION	Copier	02/28/2025	0	211.05
Vendor Subtotal:					211.05
1000-30-1511-74500	LIBRARY SYSTEMS & SERVICES	L Books/Materials	02/28/2025	0	4,610.90
Vendor Subtotal:					4,610.90
1000-35-1521-51100	AMAZON.COM	File Folders	02/28/2025	0	42.55
Vendor Subtotal:					42.55
1000-35-1521-52890	AMAZON.COM	Permanent Markers	02/28/2025	0	14.37

		Vendor Subtotal:			14.37
1000-40-1151-52300	GARY GRAY	Reimb Shoes - G Gray	02/28/2025	0	64.19
		Vendor Subtotal:			64.19
1000-40-1151-52400	MENARDS (MUSC)	ZEP	02/28/2025	0	82.68
		Vendor Subtotal:			82.68
1000-40-1151-52830	MENARDS (MUSC)	Hole Saw/Hack Saw	02/28/2025	0	29.98
		Vendor Subtotal:			29.98
1000-40-1151-52890	MARK A DIERCKS	Duplicate Keys	02/28/2025	0	4.00
		Vendor Subtotal:			4.00
1000-40-1151-52890	MENARDS (MUSC)	Sheet Metal	02/28/2025	0	14.48
1000-40-1151-52890	MENARDS (MUSC)	Acid	02/28/2025	0	71.92
1000-40-1151-52890	MENARDS (MUSC)	Drywall and Lumber	02/28/2025	0	114.88 00029942
1000-40-1151-52890	MENARDS (MUSC)	Wall Clock	02/28/2025	0	21.95
1000-40-1151-52890	MENARDS (MUSC)	Batteries/Sand Paper	02/28/2025	0	16.18
1000-40-1151-52890	MENARDS (MUSC)	Drywall Corners	02/28/2025	0	17.86
1000-40-1151-52890	MENARDS (MUSC)	Screws/Drive Bits	02/28/2025	0	73.83
		Vendor Subtotal:			331.10
1000-40-1151-53110	MENARDS (MUSC)	Lumber	02/28/2025	0	4.47
		Vendor Subtotal:			4.47
1000-40-1151-53120	MENARDS (MUSC)	Decor Plate	02/28/2025	0	7.84
		Vendor Subtotal:			7.84
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Toggle Cover	02/28/2025	0	26.66

Vendor Subtotal:					26.66
1000-40-1151-53130	MENARDS (MUSC)	Adapter/Tee/PVC	02/28/2025	0	90.64
1000-40-1151-53130	MENARDS (MUSC)	Cement/Teflon	02/28/2025	0	32.88
1000-40-1151-53130	MENARDS (MUSC)	Insert Tee/Ball Valve/Adapter	02/28/2025	0	88.65
1000-40-1151-53130	MENARDS (MUSC)	Coupling/Pipe/Elbow	02/28/2025	0	13.73
1000-40-1151-53130	MENARDS (MUSC)	Coupling/Pipe/Elbow/PVC Cutter	02/28/2025	0	63.68
1000-40-1151-53130	MENARDS (MUSC)	Clamps/Union/Nipple	02/28/2025	0	80.32
1000-40-1151-53130	MENARDS (MUSC)	Plumbing Parts and Equipmet	02/28/2025	0	305.63 00029941
1000-40-1151-53130	MENARDS (MUSC)	Stem/Water Proof Grease	02/28/2025	0	22.46
1000-40-1151-53130	MENARDS (MUSC)	Return	02/28/2025	0	-17.98
1000-40-1151-53130	MENARDS (MUSC)	Gaskets	02/28/2025	0	4.48
1000-40-1151-53130	MENARDS (MUSC)	PVC Cap	02/28/2025	0	1.39
1000-40-1151-53130	MENARDS (MUSC)	Clamps/Coupling	02/28/2025	0	11.28
Vendor Subtotal:					697.16
1000-40-1151-53130	AMAZON.COM	Toilet Seat	02/28/2025	0	42.99
Vendor Subtotal:					42.99
1000-40-1151-53140	MENARDS (MUSC)	Paint/Chip Brush	02/28/2025	0	46.85
Vendor Subtotal:					46.85
1000-40-1151-65210	MUSCATINE POWER & WATER	January Phones - PW	02/28/2025	0	0.05
1000-40-1151-65210	MUSCATINE POWER & WATER	January Phones - PW	02/28/2025	0	43.59
Vendor Subtotal:					43.64
1000-40-1151-65310	ALLIANT ENERGY	January Gas - City Hall	02/28/2025	0	1,574.93
1000-40-1151-65310	ALLIANT ENERGY	February Gas - S Fire	02/28/2025	0	785.54
1000-40-1151-65310	ALLIANT ENERGY	January Gas - Art Center	02/28/2025	0	1,487.02
1000-40-1151-65310	ALLIANT ENERGY	January Gas - Fire	02/28/2025	0	176.20
1000-40-1151-65310	ALLIANT ENERGY	January Gas - Art Center	02/28/2025	0	222.73
1000-40-1151-65310	ALLIANT ENERGY	January Gas - PSB	02/28/2025	0	74.86
Vendor Subtotal:					4,321.28

1000-40-1151-67330	MUSCATINE POWER & WATER	February Internet - PSB	02/28/2025	0	82.97
		Vendor Subtotal:			82.97
1000-40-1151-67330	RAYNOR DOOR CO INC OF THE QU	Transmitter	02/28/2025	0	105.00
1000-40-1151-67330	RAYNOR DOOR CO INC OF THE QU	Install Door Springs	02/28/2025	0	467.50
		Vendor Subtotal:			572.50
1000-40-1151-67330	MIDWEST ALARM SERVICES	Address Issues Found at Public Safety Bldg	02/28/2025	0	1,575.00 00028972
1000-40-1151-67330	MIDWEST ALARM SERVICES	Address Issues Found at South Fire Dept	02/28/2025	0	815.00 00028973
		Vendor Subtotal:			2,390.00
1000-40-1151-67330	CONSOLIDATED ELECTRICAL DIS	Generator Repair	02/28/2025	0	2,185.00
1000-40-1151-67330	CONSOLIDATED ELECTRICAL DIS	Generator Repair	02/28/2025	0	540.00
1000-40-1151-67330	CONSOLIDATED ELECTRICAL DIS	Generator Repair	02/28/2025	0	580.00
		Vendor Subtotal:			3,305.00
1000-40-1611-52300	MATT WHITLOW	Reimb Shoes - Whitlow	02/28/2025	0	150.00
		Vendor Subtotal:			150.00
1000-40-1611-61340	MUSCATINE POWER & WATER	Annual ESRI	02/28/2025	0	1,516.40
		Vendor Subtotal:			1,516.40
1000-40-1611-61340	SEILER GEOSPATIAL	Seiler GeoBridge for Appl User	02/28/2025	0	1,250.00 00029912
		Vendor Subtotal:			1,250.00
1000-40-1621-52740	S.J. SMITH CO.	Welding Gloves/Sleeves	02/28/2025	0	99.99
		Vendor Subtotal:			99.99
1000-40-1621-52830	S.J. SMITH CO.	Cutting Tips	02/28/2025	0	62.33

		Vendor Subtotal:			62.33
1000-40-1621-52840	MENARDS (MUSC)	Welding PPE	02/28/2025	0	48.66
		Vendor Subtotal:			48.66
1000-40-1621-52890	ARNOLD MOTOR SUPPLY	Cutting Fluid	02/28/2025	0	29.99
		Vendor Subtotal:			29.99
1000-40-1621-52890	MENARDS (MUSC)	Tape Measure/Tie Down	02/28/2025	0	39.41
1000-40-1621-52890	MENARDS (MUSC)	Paint	02/28/2025	0	78.86
		Vendor Subtotal:			118.27
1000-40-1621-61340	MUSCATINE POWER & WATER	Annual ESRI	02/28/2025	0	4,460.00
		Vendor Subtotal:			4,460.00
1000-40-1621-65310	ALLIANT ENERGY	February Gas - DOT	02/28/2025	0	1,336.43
		Vendor Subtotal:			1,336.43
1000-40-1621-67400	ZIEGENHORN AND SONS	Steel Plates and the Bending and Cutting	02/28/2025	0	3,400.00 00029711
1000-40-1621-67400	ZIEGENHORN AND SONS	Steel Plates, and the Bending and Cutting	02/28/2025	0	600.00 00029709
		Vendor Subtotal:			4,000.00
1000-40-1621-68300	MUSCATINE POWER & WATER	Qtrly MAGIC	02/28/2025	0	7,931.67
		Vendor Subtotal:			7,931.67
1000-40-1622-62470	JON BRAUNS	Snow Removal in CBD	02/28/2025	0	12,960.00 00029296
		Vendor Subtotal:			12,960.00
1000-40-1624-52860	MENARDS (MUSC)	Post/Board	02/28/2025	0	34.48

1000-40-1624-52860	MENARDS (MUSC)	Return	02/28/2025	0	-27.99
1000-40-1624-52860	MENARDS (MUSC)	Laser Level	02/28/2025	0	19.99
		Vendor Subtotal:			26.48
1000-40-1641-65210	MUSCATINE POWER & WATER	January Phones - PW	02/28/2025	0	22.39
		Vendor Subtotal:			22.39
		Subtotal for FUND: 1000			88,999.21
3981-30-3981-74500	LIBRARY SYSTEMS & SERVICES	L Books/Materials	02/28/2025	0	237.41
		Vendor Subtotal:			237.41
		Subtotal for FUND: 3981			237.41
4158-40-4158-61660	BOLTON & MENK INC	Quiet Zone Feasibility Study	02/28/2025	0	3,100.00
		Vendor Subtotal:			3,100.00
		Subtotal for FUND: 4158			3,100.00
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Reconstruction	02/28/2025	0	5,443.00
		Vendor Subtotal:			5,443.00
		Subtotal for FUND: 4195			5,443.00
4206-50-4206-61420	STANLEY CONSULTANTS INC	Water & Resource Recovery Facility Ele	02/28/2025	0	107,346.28
		Vendor Subtotal:			107,346.28
4206-50-4206-61660	ABATEMENT SPECIALTIES LLC	Asbestos Removal	02/28/2025	0	20,903.00 00029917
		Vendor Subtotal:			20,903.00

Subtotal for FUND: 4206					128,249.28
4276-40-4276-61220	LAW OFFICES OF HOPKINS & HUBBARD	January Legal	02/28/2025	0	697.50
Vendor Subtotal:					697.50
4276-40-4276-61660	MARTIN & WHITACRE SURVEYORS	Additional Survey Services for WHSSP (	02/28/2025	0	7,500.00 00029502
4276-40-4276-61660	MARTIN & WHITACRE SURVEYORS	West Hill 6D & 6E Survey Services 14 E	02/28/2025	0	21,000.00
4276-40-4276-61660	MARTIN & WHITACRE SURVEYORS	West Hill 6D Easement Plats	02/28/2025	0	6,000.00
Vendor Subtotal:					34,500.00
4276-40-4276-71200	MEMBERS TITLE SERVICES LLC	26 Property Title Searches for Easements	02/28/2025	0	3,900.00 00029702
Vendor Subtotal:					3,900.00
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6 A/B Pay App #37	02/28/2025	0	230,910.82
Vendor Subtotal:					230,910.82
Subtotal for FUND: 4276					270,008.32
4298-40-4298-61420	MCCLURE ENGINEERING CO	Marina CDF Relocation - Final Design &	02/28/2025	0	5,713.95
Vendor Subtotal:					5,713.95
Subtotal for FUND: 4298					5,713.95
4491-00-4491-73500	CR LANDSCAPING	PICKLEBALL FENCING	02/28/2025	0	9,900.00 00028492
4491-00-4491-73500	CR LANDSCAPING	PICKLEBALL FENCING	02/28/2025	0	200.00
Vendor Subtotal:					10,100.00
4491-00-4493-73500	CR LANDSCAPING	SOUTHEND COMMUNITY IMPROVE	02/28/2025	0	1,000.00 00029801
Vendor Subtotal:					1,000.00

			Subtotal for FUND: 4491		11,100.00
4638-15-4638-61220	LAW OFFICES OF HOPKINS & HUBBARD	January Legal	02/28/2025	0	472.50
		Vendor Subtotal:			472.50
4638-15-4638-61420	BOLTON & MENK INC	Law Enforcement Training	02/28/2025	0	8,597.00
		Vendor Subtotal:			8,597.00
		Subtotal for FUND: 4638			9,069.50
4842-00-4846-61610	HORIZON ARCHITECTURE	Pattern Book Inv #2	02/28/2025	0	3,547.50
		Vendor Subtotal:			3,547.50
		Subtotal for FUND: 4842			3,547.50
4863-10-4863-61420	BOLTON & MENK INC	New AVGAS Fuel System	02/28/2025	0	5,013.48
		Vendor Subtotal:			5,013.48
		Subtotal for FUND: 4863			5,013.48
4865-40-4865-61420	BOLTON & MENK INC	Airport Lighting	02/28/2025	0	1,552.00
		Vendor Subtotal:			1,552.00
		Subtotal for FUND: 4865			1,552.00
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - T Peck	02/28/2025	0	90.40
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - D Brand	02/28/2025	0	12.70
		Vendor Subtotal:			103.10
5211-40-5211-52400	MENARDS (MUSC)	Mop Head/Hose	02/28/2025	0	21.48

			Vendor Subtotal:		21.48
5211-40-5211-65100	ICAN	Advertising	02/28/2025	0	372.00
			Vendor Subtotal:		372.00
5211-40-5211-65275	VERIZON WIRELESS	February Cell Phones	02/28/2025	0	55.27
			Vendor Subtotal:		55.27
5211-40-5211-65275	T-MOBILE	February Tablet	02/28/2025	0	128.22
			Vendor Subtotal:		128.22
5211-40-5211-65310	ALLIANT ENERGY	February Gas - Wash Bay	02/28/2025	0	292.48
			Vendor Subtotal:		292.48
			Subtotal for FUND: 5211		972.55
5311-05-5311-65275	VERIZON WIRELESS	Feb Cell Phones	02/28/2025	0	82.94
			Vendor Subtotal:		82.94
			Subtotal for FUND: 5311		82.94
5451-25-5451-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - B Parcher	02/28/2025	0	25.40
			Vendor Subtotal:		25.40
5451-25-5451-52300	BRETT PARCHER	Reimb Uniforms - B Parcer	02/28/2025	0	75.00
			Vendor Subtotal:		75.00
5451-25-5451-53220	MENARDS (MUSC)	Screws	02/28/2025	0	6.04
5451-25-5451-53220	MENARDS (MUSC)	CLR/Dawn	02/28/2025	0	76.22

		Vendor Subtotal:			82.26
5451-25-5451-53220	NAPA OF MUSCATINE	Filter	02/28/2025	0	51.18
		Vendor Subtotal:			51.18
5451-25-5451-53220	SIGUORNEY TRACTOR & IMPLEMENT	Filter/Spray Paint	02/28/2025	0	52.93
		Vendor Subtotal:			52.93
5451-25-5451-53220	CEDAR COUNTY REPAIR	Gauge	02/28/2025	0	49.58
		Vendor Subtotal:			49.58
5451-25-5451-53320	IOWA TURFGRASS OFFICE	Pallet Divot Mix	02/28/2025	0	500.00 00029918
5451-25-5451-53320	IOWA TURFGRASS OFFICE	Tote Divot Mix	02/28/2025	0	325.00 00029918
		Vendor Subtotal:			825.00
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	02/28/2025	0	32.08
		Vendor Subtotal:			32.08
5451-25-5452-52853	CALLAWAY GOLF COMPANY	CALLAWAY AI SMOKE IRONS	02/28/2025	0	314.76 00029910
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Freight	02/28/2025	0	26.19
		Vendor Subtotal:			340.95
5451-25-5452-52853	TITLEIST	TITLEIST GT1 FAIRWAY WOOD	02/28/2025	0	314.73 00029834
5451-25-5452-52853	TITLEIST	TITLEIST GT1 DRIVER	02/28/2025	0	512.00 00029834
		Vendor Subtotal:			826.73
		Subtotal for FUND: 5451			2,361.11
5642-45-5642-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - F Cardoza	02/28/2025	0	30.00

			Vendor Subtotal:		30.00
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Fitting/Anti-Gel	02/28/2025	0	94.05
			Vendor Subtotal:		94.05
5642-45-5642-61310	MUSCATINE POWER & WATER	February Sanitation	02/28/2025	0	4,170.86
			Vendor Subtotal:		4,170.86
			Subtotal for FUND: 5642		4,294.91
5652-45-5652-62520	JON BRAUNS	February Leachate Hauling	02/28/2025	0	2,380.00
			Vendor Subtotal:		2,380.00
5652-45-5652-62530	RITTMER INC	February Landfill Operations	02/28/2025	0	40,150.00
			Vendor Subtotal:		40,150.00
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	02/28/2025	0	110.00
			Vendor Subtotal:		110.00
			Subtotal for FUND: 5652		42,640.00
5658-45-5658-52890	MENARDS (MUSC)	Eye Bolt/Washer	02/28/2025	0	8.38
			Vendor Subtotal:		8.38
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	02/28/2025	0	12.19
			Vendor Subtotal:		12.19
5658-45-5658-62310	GORDON FLESCH COMPANY	Copier	02/28/2025	0	33.00

			Vendor Subtotal:		33.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employees Week Ending 2/16/25	02/28/2025	0	90.00
			Vendor Subtotal:		90.00
5658-45-5658-62520	JON BRAUNS	February Solid Waste	02/28/2025	0	15,594.00
			Vendor Subtotal:		15,594.00
5658-45-5658-67130	AMAZON.COM	Light Bar	02/28/2025	0	12.99
			Vendor Subtotal:		12.99
5658-45-5658-73700	AMERICAN INDUSTRIAL DOOR	Handicap Door Opener and Lock System	02/28/2025	0	7,709.24 00029426
			Vendor Subtotal:		7,709.24
			Subtotal for FUND: 5658		23,459.80
5660-50-5661-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - J Koch	02/28/2025	0	60.04
			Vendor Subtotal:		60.04
5660-50-5661-61310	MUSCATINE POWER & WATER	February Sewer	02/28/2025	0	4,213.06
			Vendor Subtotal:		4,213.06
5660-50-5661-68300	MUSCATINE POWER & WATER	Qtrly MAGIC	02/28/2025	0	7,931.67
			Vendor Subtotal:		7,931.67
5660-50-5662-51400	AMAZON.COM	Printer	02/28/2025	0	412.41
			Vendor Subtotal:		412.41
5660-50-5662-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - J Dahnke	02/28/2025	0	34.32

5660-50-5662-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - D Boysen	02/28/2025	0	99.24
5660-50-5662-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - J Ott	02/28/2025	0	96.85
		Vendor Subtotal:			230.41
5660-50-5662-52300	SCOTT SWIFT	Reimb Shoes - S Swift	02/28/2025	0	7.79
		Vendor Subtotal:			7.79
5660-50-5662-52300	JOHN DEERE FINANCIAL	Shoe Reimb - S Swift	02/28/2025	0	75.00
		Vendor Subtotal:			75.00
5660-50-5662-52750	ARNOLD MOTOR SUPPLY	Brake Cleaner	02/28/2025	0	11.56
		Vendor Subtotal:			11.56
5660-50-5662-52750	MENARDS (MUSC)	Wash Solvent	02/28/2025	0	99.96
		Vendor Subtotal:			99.96
5660-50-5662-52830	AMAZON.COM	Metric Wrench Set	02/28/2025	0	56.45
		Vendor Subtotal:			56.45
5660-50-5662-52890	ARNOLD MOTOR SUPPLY	Return	02/28/2025	0	-4.11
5660-50-5662-52890	ARNOLD MOTOR SUPPLY	Fitting	02/28/2025	0	4.11
		Vendor Subtotal:			0.00
5660-50-5662-52890	AMAZON.COM	Retractable Keychain	02/28/2025	0	8.90
		Vendor Subtotal:			8.90
5660-50-5662-53130	AMAZON.COM	Nipple/Ball Valve	02/28/2025	0	31.01
		Vendor Subtotal:			31.01

5660-50-5662-53210	GRAINGER DEPT 802675066	16x20x2 Aluminum Washable Filter	02/28/2025	0	458.50 00029900
5660-50-5662-53210	GRAINGER DEPT 802675066	20x25x2 Washable Filters	02/28/2025	0	312.72 00029904
5660-50-5662-53210	GRAINGER DEPT 802675066	20x20x2 Air Filter Pads	02/28/2025	0	104.16 00029904
Vendor Subtotal:					875.38
5660-50-5662-53210	AMAZON.COM	Sterling Unit Heater Fan Motor for Shop	02/28/2025	0	164.33 00029894
5660-50-5662-53210	AMAZON.COM	Thermostat	02/28/2025	0	19.80
Vendor Subtotal:					184.13
5660-50-5662-53220	PLETCHER ENTERPRISES INC	Steel	02/28/2025	0	51.84
Vendor Subtotal:					51.84
5660-50-5662-53220	MOTION INDUSTRIES INC	Gauge	02/28/2025	0	78.24
Vendor Subtotal:					78.24
5660-50-5662-53220	AMAZON.COM	Welding Helmet Clear Cover Lens	02/28/2025	0	79.05
Vendor Subtotal:					79.05
5660-50-5662-61340	GS SYSTEMS, INC	AVEVA Annual Support	02/28/2025	0	19,526.00 00029623
Vendor Subtotal:					19,526.00
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	02/28/2025	0	272.67
Vendor Subtotal:					272.67
5660-50-5663-53130	MENARDS (MUSC)	Coupling/Adapter	02/28/2025	0	31.50
5660-50-5663-53130	MENARDS (MUSC)	Nipple/Coupling	02/28/2025	0	29.24
5660-50-5663-53130	MENARDS (MUSC)	Coil/Clamp	02/28/2025	0	77.63
Vendor Subtotal:					138.37
5660-50-5663-53130	AMAZON.COM	Tube Fittings	02/28/2025	0	17.17

		Vendor Subtotal:			17.17
5660-50-5663-53210	GRAINGER DEPT 802675066	V-Belt	02/28/2025	0	18.52
5660-50-5663-53210	GRAINGER DEPT 802675066	Pulley	02/28/2025	0	29.46
		Vendor Subtotal:			47.98
5660-50-5663-53220	PLETCHER ENTERPRISES INC	Steel	02/28/2025	0	27.38
		Vendor Subtotal:			27.38
5660-50-5663-53220	MOTION INDUSTRIES INC	Sheave/Bushing	02/28/2025	0	62.41
5660-50-5663-53220	MOTION INDUSTRIES INC	Pillow Block	02/28/2025	0	91.85
		Vendor Subtotal:			154.26
5660-50-5663-53220	AMAZON.COM	Heater for Houser Lift Station	02/28/2025	0	441.99 00029743
		Vendor Subtotal:			441.99
5660-50-5663-65310	ALLIANT ENERGY	January Gas - Love's	02/28/2025	0	1,009.80
5660-50-5663-65310	ALLIANT ENERGY	February Gas - Bond	02/28/2025	0	108.58
5660-50-5663-65310	ALLIANT ENERGY	February Gas - Stewart	02/28/2025	0	1,007.04
		Vendor Subtotal:			2,125.42
5660-50-5663-65320	MUSCATINE POWER & WATER	January Electric - Miles	02/28/2025	0	867.54
5660-50-5663-65320	MUSCATINE POWER & WATER	January Electric - Hershey	02/28/2025	0	193.47
5660-50-5663-65320	MUSCATINE POWER & WATER	January Electric - Hershey BU	02/28/2025	0	24.82
5660-50-5663-65320	MUSCATINE POWER & WATER	January Electric - Bond	02/28/2025	0	184.01
5660-50-5663-65320	MUSCATINE POWER & WATER	January Electric - Schley	02/28/2025	0	173.24
5660-50-5663-65320	MUSCATINE POWER & WATER	January Electric - Magnolia	02/28/2025	0	34.73
		Vendor Subtotal:			1,477.81
5660-50-5663-65410	MUSCATINE POWER & WATER	January Water - Miles	02/28/2025	0	22.13
5660-50-5663-65410	MUSCATINE POWER & WATER	January Water - Hershey	02/28/2025	0	179.04
5660-50-5663-65410	MUSCATINE POWER & WATER	January Water - Bond	02/28/2025	0	27.39
5660-50-5663-65410	MUSCATINE POWER & WATER	January Water - Schley	02/28/2025	0	29.13

Vendor Subtotal:					257.69
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Sulfamic Acid Reagent	02/28/2025	0	54.66
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Erlenmeyer Flask	02/28/2025	0	32.84
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Ammonia	02/28/2025	0	46.90 00029937
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Fuel Surcharge	02/28/2025	0	6.00
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Cyanide	02/28/2025	0	44.68
Vendor Subtotal:					185.08
5660-50-5665-62510	ENVIRONMENTAL RESOURCE ASS	Testing	02/28/2025	0	539.15 00029898
Vendor Subtotal:					539.15
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	02/28/2025	0	734.00 00029864
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	02/28/2025	0	546.00 00029921
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	02/28/2025	0	228.50 00029953
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	02/28/2025	0	83.00
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	02/28/2025	0	76.00
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	02/28/2025	0	9.50
Vendor Subtotal:					1,677.00
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF	02/28/2025	0	28.40
Vendor Subtotal:					28.40
5660-50-5665-69200	PACK-N-SHIP	Shipping	02/28/2025	0	121.11
Vendor Subtotal:					121.11
5660-50-5666-52300	PHELPS CUSTOM IMAGE WEAR	Uniform - S Brereton	02/28/2025	0	104.02
Vendor Subtotal:					104.02
5660-50-5666-53120	ARNOLD MOTOR SUPPLY	Switch/Tubing	02/28/2025	0	32.69
Vendor Subtotal:					32.69

5660-50-5666-53130	MENARDS (MUSC)	Nipple/Cement/Bushing/Tee	02/28/2025	0	68.58
		Vendor Subtotal:			68.58
5660-50-5666-62510	MINNESOTA VALLEY TEST LAB IN	Testing	02/28/2025	0	115.50 00030007
		Vendor Subtotal:			115.50
5660-50-5666-67150	ARNOLD MOTOR SUPPLY	Coiled Air Set	02/28/2025	0	71.86
		Vendor Subtotal:			71.86
5660-50-5668-53130	AMAZON.COM	Hose Clamps	02/28/2025	0	95.92
		Vendor Subtotal:			95.92
5660-50-5668-63300	BLUE FLAME PROPANE LLC	Propane Tank Rental	02/28/2025	0	100.00 00029993
		Vendor Subtotal:			100.00
		Subtotal for FUND: 5660			42,032.95
5664-40-5664-67150	MENARDS (MUSC)	Hitch Ball/Mount	02/28/2025	0	31.98
		Vendor Subtotal:			31.98
5664-40-5664-67400	CR LANDSCAPING	Papoose Creek Debris Catcher Fence	02/28/2025	0	3,273.75 00029734
		Vendor Subtotal:			3,273.75
5664-40-5664-68200	MUSCATINE POWER & WATER	Qtrly MAGIC	02/28/2025	0	7,931.66
		Vendor Subtotal:			7,931.66
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	02/28/2025	0	180.00
		Vendor Subtotal:			180.00

5664-50-5667-64400	JON KOCH	Reimb Meal 10/30/2024	02/28/2025	0	25.00
		Vendor Subtotal:			25.00
		Subtotal for FUND: 5664			11,442.39
5711-10-5711-61220	LAW OFFICES OF HOPKINS & HUBI	January Legal	02/28/2025	0	180.00
5711-10-5711-61220	LAW OFFICES OF HOPKINS & HUBI	January Legal	02/28/2025	0	292.50
		Vendor Subtotal:			472.50
5711-10-5711-61650	CARVER AERO INC	March 2025	03/04/2025	0	3,875.00
		Vendor Subtotal:			3,875.00
5711-10-5711-65310	ALLIANT ENERGY	February Gas - Airport	02/28/2025	0	372.81
		Vendor Subtotal:			372.81
		Subtotal for FUND: 5711			4,720.31
5811-20-5811-61220	LAW OFFICES OF HOPKINS & HUBI	January Legal	02/28/2025	0	45.00
5811-20-5811-61220	LAW OFFICES OF HOPKINS & HUBI	January Legal	02/28/2025	0	817.00
		Vendor Subtotal:			862.00
5811-20-5811-67130	CLARK'S MUFFLER & SERVICE INC	Suspension Repairs on Amb. #355	02/28/2025	0	2,943.78 00029895
		Vendor Subtotal:			2,943.78
		Subtotal for FUND: 5811			3,805.78
7625-40-7625-52740	RILCO INC	Universal Hyd Fluid	02/28/2025	0	1,029.50 00029978
7625-40-7625-52740	RILCO INC	5w20 Full Syn Oil	02/28/2025	0	1,237.50 00029978
7625-40-7625-52740	RILCO INC	55 Gallon Drum of Antifreeze	02/28/2025	0	215.00 00029978

Vendor Subtotal:					2,482.00
7625-40-7625-52830	MENARDS (MUSC)	Battery/Transfer Pump	02/28/2025	0	16.96
Vendor Subtotal:					16.96
7625-40-7625-52830	AMAZON.COM	Shop Pressure Testing Tools	02/28/2025	0	222.99 00029926
Vendor Subtotal:					222.99
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filter	02/28/2025	0	76.20
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filters for Stock	02/28/2025	0	265.14 00029961
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Tune Up	02/28/2025	0	95.88
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filters	02/28/2025	0	44.49
Vendor Subtotal:					481.71
7625-40-7625-53210	BONNELL INDUSTRIES INC	Curb Shoes for Stock	02/28/2025	0	641.10 00029913
7625-40-7625-53210	BONNELL INDUSTRIES INC	Freight	02/28/2025	0	147.40
Vendor Subtotal:					788.50
7625-40-7625-53210	NAPA OF MUSCATINE	Rotors for Stock	02/28/2025	0	161.18 00030009
7625-40-7625-53210	NAPA OF MUSCATINE	Circuit Breaker	02/28/2025	0	45.39
7625-40-7625-53210	NAPA OF MUSCATINE	Brake Pads for Stock	02/28/2025	0	157.58 00029959
Vendor Subtotal:					364.15
7625-40-7625-53210	AMAZON.COM	Wire Plugs	02/28/2025	0	15.18
7625-40-7625-53210	AMAZON.COM	Battery	02/28/2025	0	13.00
Vendor Subtotal:					28.18
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filter	02/28/2025	0	55.54
Vendor Subtotal:					55.54
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Air Filter	02/28/2025	0	10.75

7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Stargon for Rock Bucket	02/28/2025	0	162.95 00029989
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Shackles for 264	02/28/2025	0	198.82 00029999
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Gasket	02/28/2025	0	7.26
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Stabilizer Bar Bushing Kit	02/28/2025	0	30.50
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oxygen Tank	02/28/2025	0	60.95
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Filter	02/28/2025	0	32.70
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Filter	02/28/2025	0	41.40
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hoses for 48	02/28/2025	0	164.01 00029956
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Filter	02/28/2025	0	64.95
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Cutting Oil	02/28/2025	0	61.03
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fuel Filter	02/28/2025	0	22.50
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hose for 78a	02/28/2025	0	230.06 00029974
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Coolant Connector	02/28/2025	0	20.98
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Water Pump	02/28/2025	0	119.03
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Oxygen Rock Bucket	02/28/2025	0	60.95
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hyd Fittings	02/28/2025	0	113.17 00029905
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	02/28/2025	0	-119.03
Vendor Subtotal:					1,282.98
7625-40-7625-53220	AUTOZONE	Water Pump and Therm for 259	02/28/2025	0	101.71 00029935
7625-40-7625-53220	AUTOZONE	Radiator for 105	02/28/2025	0	149.99 00029936
Vendor Subtotal:					251.70
7625-40-7625-53220	BONNELL INDUSTRIES INC	Switch	02/28/2025	0	86.82
Vendor Subtotal:					86.82
7625-40-7625-53220	COURTESY FORD	Thermostat	02/28/2025	0	33.00
7625-40-7625-53220	COURTESY FORD	Seal	02/28/2025	0	4.02
Vendor Subtotal:					37.02
7625-40-7625-53220	HENDERSON PRODUCTS INC.	Controller for 78	02/28/2025	0	899.17 00029871
Vendor Subtotal:					899.17
7625-40-7625-53220	NORTH CENTRAL INTERNATIONAL	Mirror for 259	02/28/2025	0	496.32 00029749
7625-40-7625-53220	NORTH CENTRAL INTERNATIONAL	Shipping	02/28/2025	0	39.25

			Vendor Subtotal:		535.57
7625-40-7625-53220	KNAPHEIDE TRUCK EQUIPMENT C	Cable for Airport Truck	02/28/2025	0	165.99 00029914
7625-40-7625-53220	KNAPHEIDE TRUCK EQUIPMENT C	Cable for Airport Truck	02/28/2025	0	41.66
			Vendor Subtotal:		207.65
7625-40-7625-53220	MENARDS (MUSC)	Grind Disk/Rock Bucket	02/28/2025	0	15.98
			Vendor Subtotal:		15.98
7625-40-7625-53220	NAPA OF MUSCATINE	Sway Bar Link Repair Kit	02/28/2025	0	45.19
7625-40-7625-53220	NAPA OF MUSCATINE	Gloves	02/28/2025	0	13.99
7625-40-7625-53220	NAPA OF MUSCATINE	Heater Core	02/28/2025	0	49.79
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	02/28/2025	0	16.99
7625-40-7625-53220	NAPA OF MUSCATINE	Heater Core	02/28/2025	0	46.79
			Vendor Subtotal:		172.75
7625-40-7625-53220	JASON A SELL	Used Front Differential for 105 Shop Tru	02/28/2025	0	775.00 00029841
			Vendor Subtotal:		775.00
7625-40-7625-53220	CARQUEST OF MUSCATINE	Filter	02/28/2025	0	43.50
			Vendor Subtotal:		43.50
7625-40-7625-53220	EMAG MUSCATINE CBG LLC	Belt #753	02/28/2025	0	98.67
			Vendor Subtotal:		98.67
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 437	02/28/2025	0	101.45 00029896
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs for RC14	02/28/2025	0	101.45 00029911
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs for 440	02/28/2025	0	112.50 00029975
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for Squads, Stock	02/28/2025	0	786.60 00029976
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	02/28/2025	0	99.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	2 Used Tires for 401	02/28/2025	0	160.00 00029990

			Vendor Subtotal:		1,361.00
7625-40-7625-67140	EASTERN IOWA TIRE INC	Bus Tires for Stock	02/28/2025	0	705.48 00029965
			Vendor Subtotal:		705.48
			Subtotal for FUND: 7625		10,913.32
7940-00-7940-61220	LAW OFFICES OF HOPKINS & HUBBARD	January Legal	02/28/2025	0	67.50
			Vendor Subtotal:		67.50
			Subtotal for FUND: 7940		67.50
8142-10-8142-73900	MUSCATINE POWER & WATER	Installation of Additional Lights for Mult	02/28/2025	0	13,667.32 00029437
			Vendor Subtotal:		13,667.32
			Subtotal for FUND: 8142		13,667.32
8148-10-8148-63200	COMMUNITY FOUNDATION	Office Space 1/15/25 - 2/16/25	02/28/2025	0	400.00
			Vendor Subtotal:		400.00
8148-10-8148-65260	VERIZON WIRELESS	Feb Cell Phones	02/28/2025	0	80.02
			Vendor Subtotal:		80.02
			Subtotal for FUND: 8148		480.02
8180-90-8180-68300	UNITED WAY OF MUSCATINE	Matching Funds for Muscatine Housing C	02/28/2025	0	2,000.00
			Vendor Subtotal:		2,000.00
			Subtotal for FUND: 8180		2,000.00

8370-00-8370-61340	SPRINGBROOK HOLDING COMPAN	Employee Self Service Implementation F	02/28/2025	0	1,320.00 00029486
		Vendor Subtotal:			1,320.00
8370-00-8370-61660	RDG PLANNING & DESIGN INC	Comprehensive Plan	02/28/2025	0	8,500.00
		Vendor Subtotal:			8,500.00
8370-00-8370-73900	PEARL CITY MAINTENANCE LLC	Provide all Boxes/Wiring/Light/Labor an	02/28/2025	0	700.00 00029002
		Vendor Subtotal:			700.00
8370-00-8370-74200	BREEDLOVES SPORTING GOOD	Endzone Pylons	02/28/2025	0	156.00
		Vendor Subtotal:			156.00
		Subtotal for FUND: 8370			10,676.00
8400-05-8400-74100	ARNOLD MOTOR SUPPLY	STEP BARS FOR 912	02/28/2025	0	345.00 00029799
		Vendor Subtotal:			345.00
		Subtotal for FUND: 8400			345.00
8450-05-8450-74250	AMAZON.COM	SSD	02/28/2025	0	84.95
8450-05-8450-74250	AMAZON.COM	SMX3000RMLV2UNC APC Smart-UPS	02/28/2025	0	1,700.00 00029958
8450-05-8450-74250	AMAZON.COM	AP7532 APC 0U Racki Mount Power Di	02/28/2025	0	411.65 00029958
		Vendor Subtotal:			2,196.60
		Subtotal for FUND: 8450			2,196.60
8451-30-8451-74250	ENVISIONWARE INC.	Upgrade Kit: Standard Kisok to Vending	02/28/2025	0	3,900.00 00029565
8451-30-8451-74250	ENVISIONWARE INC.	Freight	02/28/2025	0	46.19
		Vendor Subtotal:			3,946.19

Subtotal for FUND: 8451				3,946.19
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE Admin Full-Time Wages 2/28/25	02/28/2025	0	3,461.01
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE Admin Part-Time Wages 2/28/25	02/28/2025	0	131.34
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE Admin Longevity 2/28/25	02/28/2025	0	4.23
Vendor Subtotal:				3,596.58
9002-90-9020-41300	CITY OF MUSCATINE HOUSING RE Eviction - Cozad	02/28/2025	0	135.00
9002-90-9020-41300	CITY OF MUSCATINE HOUSING RE Eviction - Pameticky	02/28/2025	0	45.00
Vendor Subtotal:				180.00
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE Phone Allowance 2/28/25	02/28/2025	0	4.50
Vendor Subtotal:				4.50
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE Maint Full-Time Wages 2/28/25	02/28/2025	0	2,971.36
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE Maint Part-Time Wages 2/28/25	02/28/2025	0	1,284.40
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE Maint Longevity 2/28/25	02/28/2025	0	11.05
Vendor Subtotal:				4,266.81
9002-90-9020-44201	MENARDS (MUSC) Pine Cleaner/Shelf Support	02/28/2025	0	56.11
9002-90-9020-44201	MENARDS (MUSC) Mop Head/Blind Cleaner	02/28/2025	0	41.84
Vendor Subtotal:				97.95
9002-90-9020-44201	AMAZON.COM Eraser Sponge	02/28/2025	0	56.90
Vendor Subtotal:				56.90
9002-90-9020-44204	MARK A DIERCKS Duplicate Keys	02/28/2025	0	16.00
9002-90-9020-44204	MARK A DIERCKS Decode Lock	02/28/2025	0	22.00
Vendor Subtotal:				38.00
9002-90-9020-44204	MENARDS (MUSC) CH 201 Blinds: Bali® Essentials 3-1/2" x	02/28/2025	0	295.20 00029596

9002-90-9020-44204	MENARDS (MUSC)	Sheeting	02/28/2025	0	13.49
9002-90-9020-44204	MENARDS (MUSC)	Ceiling Tile	02/28/2025	0	49.76
		Vendor Subtotal:			358.45
9002-90-9020-44205	MENARDS (MUSC)	Lights	02/28/2025	0	49.93
		Vendor Subtotal:			49.93
9002-90-9020-44205	AMAZON.COM	Wireless Light Switch	02/28/2025	0	99.90
		Vendor Subtotal:			99.90
9002-90-9020-44207	MENARDS (MUSC)	Screw Eye/Puddy	02/28/2025	0	56.78
		Vendor Subtotal:			56.78
9002-90-9020-44207	SHERWIN WILLIAMS	Paint	02/28/2025	0	16.99
		Vendor Subtotal:			16.99
9002-90-9020-44218	AMAZON.COM	Glass Shelf	02/28/2025	0	79.67
		Vendor Subtotal:			79.67
9002-90-9020-44301	CITY OF MUSCATINE	CH Refuse March	03/04/2025	0	182.32
		Vendor Subtotal:			182.32
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CODOS 2-20-2025; CH 1004, 901, 413, 305	02/28/2025	0	400.00	00029909
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CODOS 2-27-25 CH 904, 513, 408, 303 & 2	02/28/2025	0	300.00	00029940
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CO Pest Control #407	02/28/2025	0	50.00	
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CO Pest Control #1000	02/28/2025	0	20.00	
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CODOS 2-13-25 CH 206 Initial Bedbug Tre	02/28/2025	0	360.00	00029907
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CO Pest Control #410	02/28/2025	0	20.00	
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CO Pest Control #204	02/28/2025	0	20.00	
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CO Pest Control #505	02/28/2025	0	20.00	
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CO Pest Control #1100	02/28/2025	0	20.00	
9002-90-9020-44303	THOMAS L SPANN JR & SONYA CODOS 9-27-2025 CH 304 Bed Bug	02/28/2025	0	100.00	00029948

		Vendor Subtotal:		1,310.00
9002-90-9020-44309	KELLY HEATING COOLING & PLBC CH Domestic Boiler Pump Installation ar	02/28/2025	0	240.00 00029906
		Vendor Subtotal:		240.00
9002-90-9020-44311	KELLY HEATING COOLING & PLBC Service Call CH Lunch Room	02/28/2025	0	254.80
9002-90-9020-44311	KELLY HEATING COOLING & PLBC Service Call CH 5th Floor	02/28/2025	0	122.74
		Vendor Subtotal:		377.54
9002-90-9020-44315	SAMUEL ANDERSON CH 201 Paint Rehab	02/28/2025	0	500.00 00029595
		Vendor Subtotal:		500.00
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE Unemployment 2/28/25	02/28/2025	0	7.87
		Vendor Subtotal:		7.87
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE FICA 2/28/25	02/28/2025	0	565.21
		Vendor Subtotal:		565.21
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE IPERS 2/28/25	02/28/2025	0	742.30
		Vendor Subtotal:		742.30
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE Health Insurance 2/28/25	02/28/2025	0	3,912.86
		Vendor Subtotal:		3,912.86
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE Life Insurance 2/28/25	02/28/2025	0	24.27
		Vendor Subtotal:		24.27
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE Dental Insurance 2/28/25	02/28/2025	0	82.76

			Vendor Subtotal:		82.76
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE LTD Insurance 2/28/25	02/28/2025	0	29.83	
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE LTD BW Insurance 2/28/25	02/28/2025	0	8.37	
			Vendor Subtotal:		38.20
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: Install Vinyl	02/28/2025	0	899.50	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: Planiprep	02/28/2025	0	65.98	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: CB80 Cove	02/28/2025	0	190.00	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: Covebase	02/28/2025	0	19.99	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: Floor Prep	02/28/2025	0	150.00	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: Pressure S	02/28/2025	0	189.00	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Installation: Cove Base	02/28/2025	0	152.00	00029509
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE CH 605 Flooring Removal per ft²	02/28/2025	0	234.00	00029510
			Vendor Subtotal:		1,900.47
			Subtotal for FUND: 9002		18,786.26
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit C Hernandez 270	02/28/2025	0	119.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit J Fisher 2708 C E	02/28/2025	0	90.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit A Rios 2708 E Bl	02/28/2025	0	112.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit A Carter 2800 A	02/28/2025	0	112.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit D Wilson 2800 B	02/28/2025	0	44.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit R Piaga 2808 C E	02/28/2025	0	138.00	
9006-90-9060-31100	MUSCATINE POWER & WATER Addt January Utility CreditA Garren Blo	02/28/2025	0	73.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility CreditA Garren 2812 C	02/28/2025	0	146.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit M Krajnik 2900 I	02/28/2025	0	9.00	
9006-90-9060-31100	MUSCATINE POWER & WATER February Utility Credit I Sherrill 2908 C	02/28/2025	0	143.00	
			Vendor Subtotal:		986.00
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE Admin Full-Time Wages 2/28/25	02/28/2025	0	2,219.21	
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE Admin Part-Time Wages 2/28/25	02/28/2025	0	131.33	
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE Admin Longevity 2/28/25	02/28/2025	0	3.90	
			Vendor Subtotal:		2,354.44

9006-90-9060-41901	PLUMB SUPPLY COMPANY	Pens	02/28/2025	0	3.00
		Vendor Subtotal:			3.00
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE	Phone Allowance 2/28/25	02/28/2025	0	3.00
		Vendor Subtotal:			3.00
9006-90-9060-43100	MUSCATINE POWER & WATER	February Water - 2908 Apt B	02/28/2025	0	7.11
9006-90-9060-43100	MUSCATINE POWER & WATER	January Water - 2704 Apt D	02/28/2025	0	15.31
9006-90-9060-43100	MUSCATINE POWER & WATER	January Water - 2704 Apt B	02/28/2025	0	19.66
		Vendor Subtotal:			42.08
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - 2908 Apt B	02/28/2025	0	14.00
9006-90-9060-43200	MUSCATINE POWER & WATER	January Electric - 2704 Apt D	02/28/2025	0	24.77
9006-90-9060-43200	MUSCATINE POWER & WATER	January Electric - 2704 Apt B	02/28/2025	0	40.92
		Vendor Subtotal:			79.69
9006-90-9060-43700	ALLIANT ENERGY	January Gas - Sunset Office	02/28/2025	0	128.71
9006-90-9060-43700	ALLIANT ENERGY	January Gas - Sunset Garage	02/28/2025	0	95.82
9006-90-9060-43700	ALLIANT ENERGY	January Gas - 2700 Apt B	02/28/2025	0	96.23
9006-90-9060-43700	ALLIANT ENERGY	January Gas - 2908 Apt B	02/28/2025	0	63.01
		Vendor Subtotal:			383.77
9006-90-9060-43900	MUSCATINE POWER & WATER	February Sewer - 2908 Apt B	02/28/2025	0	14.98
9006-90-9060-43900	MUSCATINE POWER & WATER	January Sewer - 2704 Apt D	02/28/2025	0	32.26
9006-90-9060-43900	MUSCATINE POWER & WATER	January Sewer - 2704 Apt B	02/28/2025	0	38.02
		Vendor Subtotal:			85.26
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE	Maint Full-Time Wages 2/28/25	02/28/2025	0	2,359.84
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE	Maint Part-Time Wages 2/28/25	02/28/2025	0	1,259.70
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE	Maint Longevity 2/28/25	02/28/2025	0	18.20
		Vendor Subtotal:			3,637.74
9006-90-9060-44201	MUSCATINE LUMBER	Gorilla Glue	02/28/2025	0	14.99

			Vendor Subtotal:		14.99
9006-90-9060-44204	AMAZON.COM	SS Office Mechanical Room Access Panel	02/28/2025	0	202.21 00029908
			Vendor Subtotal:		202.21
9006-90-9060-44301	CITY OF MUSCATINE	SS Refuse March	03/04/2025	0	320.00
			Vendor Subtotal:		320.00
9006-90-9060-44308	KELLY HEATING COOLING & PLBC	Service Call 2800 E	02/28/2025	0	85.00
9006-90-9060-44308	KELLY HEATING COOLING & PLBC	Service Call 2704 E	02/28/2025	0	85.00
			Vendor Subtotal:		170.00
9006-90-9060-44310	CARVER CONSTRUCTION	Rear Entry Door Installation: Labor per Hour	02/28/2025	0	350.00 00029355
			Vendor Subtotal:		350.00
9006-90-9060-44311	KELLY HEATING COOLING & PLBC	Water Leak Sunset Park Office	02/28/2025	0	110.16
			Vendor Subtotal:		110.16
9006-90-9060-44315	SAMUEL ANDERSON	SS 2908B Paint Walls	02/28/2025	0	700.00 00029549
			Vendor Subtotal:		700.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE	Unemployment 2/28/25	02/28/2025	0	6.00
			Vendor Subtotal:		6.00
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE	FICA 2/28/25	02/28/2025	0	427.60
			Vendor Subtotal:		427.60
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE	IPERS 2/28/25	02/28/2025	0	565.65

		Vendor Subtotal:		565.65
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE Health Insurance 2/28/25	02/28/2025	0	3,650.19
		Vendor Subtotal:		3,650.19
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE Life Insurance 2/28/25	02/28/2025	0	16.87
		Vendor Subtotal:		16.87
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE Dental Insurance 2/28/25	02/28/2025	0	57.93
		Vendor Subtotal:		57.93
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE LTD Insurance 2/28/25	02/28/2025	0	19.39
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE LTD BW Insurance 2/28/25	02/28/2025	0	8.37
		Vendor Subtotal:		27.76
		Subtotal for FUND: 9006		14,194.34
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE Admin Full-Time Wages 2/28/25	02/28/2025	0	5,790.20
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE Admin Part-Time Wages 2/28/25	02/28/2025	0	1,050.67
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE Admin Longevity 2/28/25	02/28/2025	0	13.33
		Vendor Subtotal:		6,854.20
9007-90-9070-41902	CITY OF MUSCATINE HOUSING RE Xerox - Copies	02/28/2025	0	5.80
		Vendor Subtotal:		5.80
9007-90-9070-41902	LUPTON & TOYNE PRINTERS Envelopes	02/28/2025	0	141.00
		Vendor Subtotal:		141.00
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE Phone Allowance 2/28/25	02/28/2025	0	1.50

		Vendor Subtotal:		1.50
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE Unemployment 2/28/25	02/28/2025	0	6.85
		Vendor Subtotal:		6.85
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE FICA 2/28/25	02/28/2025	0	470.18
		Vendor Subtotal:		470.18
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE IPERS 2/28/25	02/28/2025	0	647.05
		Vendor Subtotal:		647.05
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE Health Insurance 2/28/25	02/28/2025	0	5,318.84
		Vendor Subtotal:		5,318.84
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE Life Insurance 2/28/25	02/28/2025	0	21.78
		Vendor Subtotal:		21.78
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE Dental Insurance 2/28/25	02/28/2025	0	84.41
		Vendor Subtotal:		84.41
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE LTD Insurance 2/28/25	02/28/2025	0	32.63
		Vendor Subtotal:		32.63
9007-90-9070-47150	MUSCATINE HOUSING LTD PARTNNew HAP D Bagby 29 of 31 Days Marcl	03/04/2025	0	245.00
9007-90-9070-47150	MUSCATINE HOUSING LTD PARTNNew HAP L Raniero 29 of 31 Days Marc	03/04/2025	0	195.00
		Vendor Subtotal:		440.00
9007-90-9070-47150	REAL ESTATE RESOURCE ASSOCI/End Abatement C Mathis 19 of 28 Days l	02/28/2025	0	610.00

			Vendor Subtotal:		610.00
9007-90-9070-47150	HARRISON LOFTS LLC	New HAP C Valencia Full Feb/March Pr	02/28/2025	0	1,715.00
			Vendor Subtotal:		1,715.00
9007-90-9070-47150	JNB OAK PARK LP	New HAP E Nelems Full March 10 of 28	02/28/2025	0	983.00
			Vendor Subtotal:		983.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE Admin Full-Time Wages2/28/25		02/28/2025	0	2,040.83
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE Admin Longevity 2/28/25		02/28/2025	0	3.25
			Vendor Subtotal:		2,044.08
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE Unemployment 2/28/25		02/28/2025	0	2.06
			Vendor Subtotal:		2.06
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE FICA 2/28/25		02/28/2025	0	134.93
			Vendor Subtotal:		134.93
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE IPERS 2/28/25		02/28/2025	0	192.98
			Vendor Subtotal:		192.98
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE Health Insurance 2/28/25		02/28/2025	0	2,085.82
			Vendor Subtotal:		2,085.82
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE Life Insurance 2/28/25		02/28/2025	0	6.69
			Vendor Subtotal:		6.69
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE Dental Insurance 2/28/25		02/28/2025	0	33.09

				Vendor Subtotal:	33.09
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE LTD Insurance 2/28/25	02/28/2025	0		11.50
				Vendor Subtotal:	11.50
				Subtotal for FUND: 9007	21,843.39
				Report Total:	766,962.33

BILLS FOR APPROVAL SUMMARY
March 7, 2025

Computer Bill Lists

Regular Bills 3/7/25		\$ 766,962.33
Special Ck Run 3/4/25	Operating	18.01
Special Ck Run 2/28/25	Section 8	750.00
Payroll Vendor Checks 2/28/25		45,654.56
Payroll Vendor ACH Payments 2/28/25		104,695.90
	Subtotal	<u>\$ 918,080.80</u>

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance February	\$ 84,000.00
Wellmark Insurance	Health/Dental Insurance March	84,000.00
Payroll Account	Transfer	460,186.04
Treasurer State of Iowa	State Tax Withholding	22,342.17
IPERS	February Contributions	127,097.50
Internal Revenue Service	PCORI Fee	1,574.80
Internal Revenue Service	Federal Withholding	117,682.32
Treasurer State of Iowa	Sales Tax	14,472.42
	Subtotal	<u>\$ 911,355.25</u>

Voucher Program

Various Landlords	Actual March Rent	\$ (6,288.00)
		<u>\$ (6,288.00)</u>

Voids

Void CK 2/28/25	Section 8	\$ (750.00)
Void CK 3/4/25	Operating	(5,499.43)
	Subtotal	<u>\$ (6,249.43)</u>

Total Expenditures	<u><u>\$ 1,816,898.62</u></u>
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2/28/2025	PAYROLL CHECKS	AFA FLEX BILLING	4,711.63
2/28/2025	PAYROLL CHECKS	AFLAC	549.16
2/28/2025	PAYROLL CHECKS	ALLSTATE	14.94
2/28/2025	PAYROLL CHECKS	AMERICAN FIDELITY	3,475.73
2/28/2025	PAYROLL CHECKS	CITY OF MUSCATINE	34,727.16
2/28/2025	PAYROLL CHECKS	STATE OF IL	198.40
2/28/2025	PAYROLL CHECKS	UNITED WAY	148.00
2/28/2025	PAYROLL CHECKS	ATTN: REV ADMIN	1,829.54
2/28/2025	ACH PAYROLL	MISSION SQUARE ICMA RETIRE	13,611.38
2/28/2025	ACH PAYROLL	MISSION SQUARE ICMA RC	2,201.29
2/28/2025	ACH PAYROLL	MUNICIPAL FIRE & POLICE RETIRE	82,898.23
2/28/2025	ACH PAYROLL	NATIONWIDE	5,985.00
2/28/2025	SPECIAL CHECK	DAVID ARMSTRONG	750.00
3/4/2025	SPECIAL CHECK	JIMMIE MERIDETH TRUST	18.01



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

SUBJECT

Public Hearing to Consider the Vacation, Surplus, and Deeding Over to the Adjoining Property Owner the Undeveloped Right of Way of Van Buren Street of the Original Town in the City of Muscatine, Muscatine County, Iowa

EXECUTIVE SUMMARY

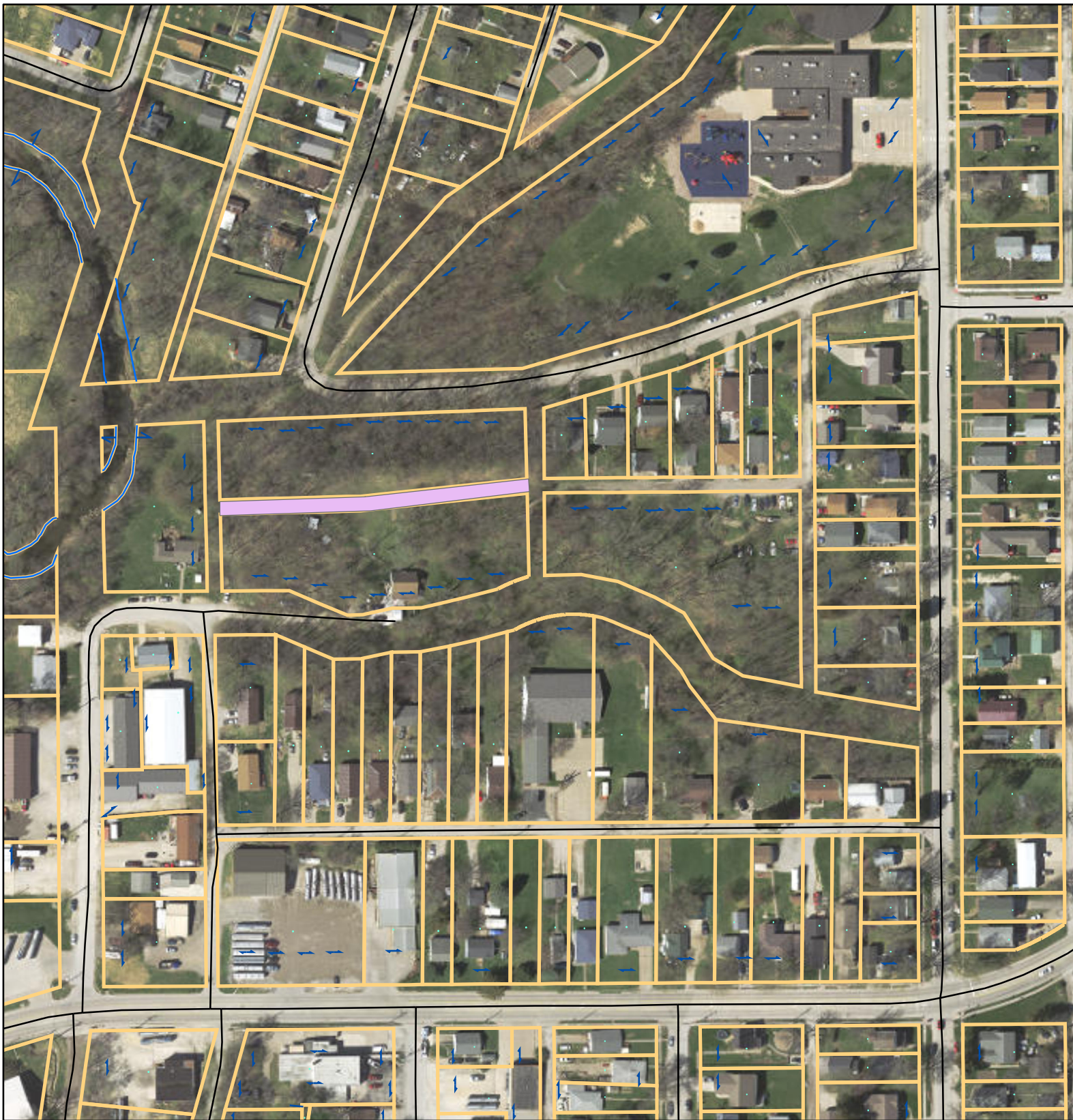
STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

ATTACHMENTS

1. Van Buren ROW

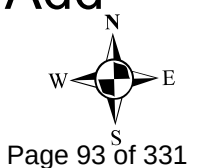


Legend

-  ROW
-  Parcels

PZROWV-1-2025 Right of Way adjoining
lots 37 thru 46 BLK 33 Park Place Add
and Lots 22 to 31 BLK 33 Park Place Add

210 105 0 210 Feet





City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

SUBJECT

Public Hearing to Consider the Vacation, Surplus, and Deeding Over to the Adjoining Property Owners Undeveloped Right of Way of Pearlview Court of the Original Town in the City of Muscatine, Muscatine County, Iowa

EXECUTIVE SUMMARY

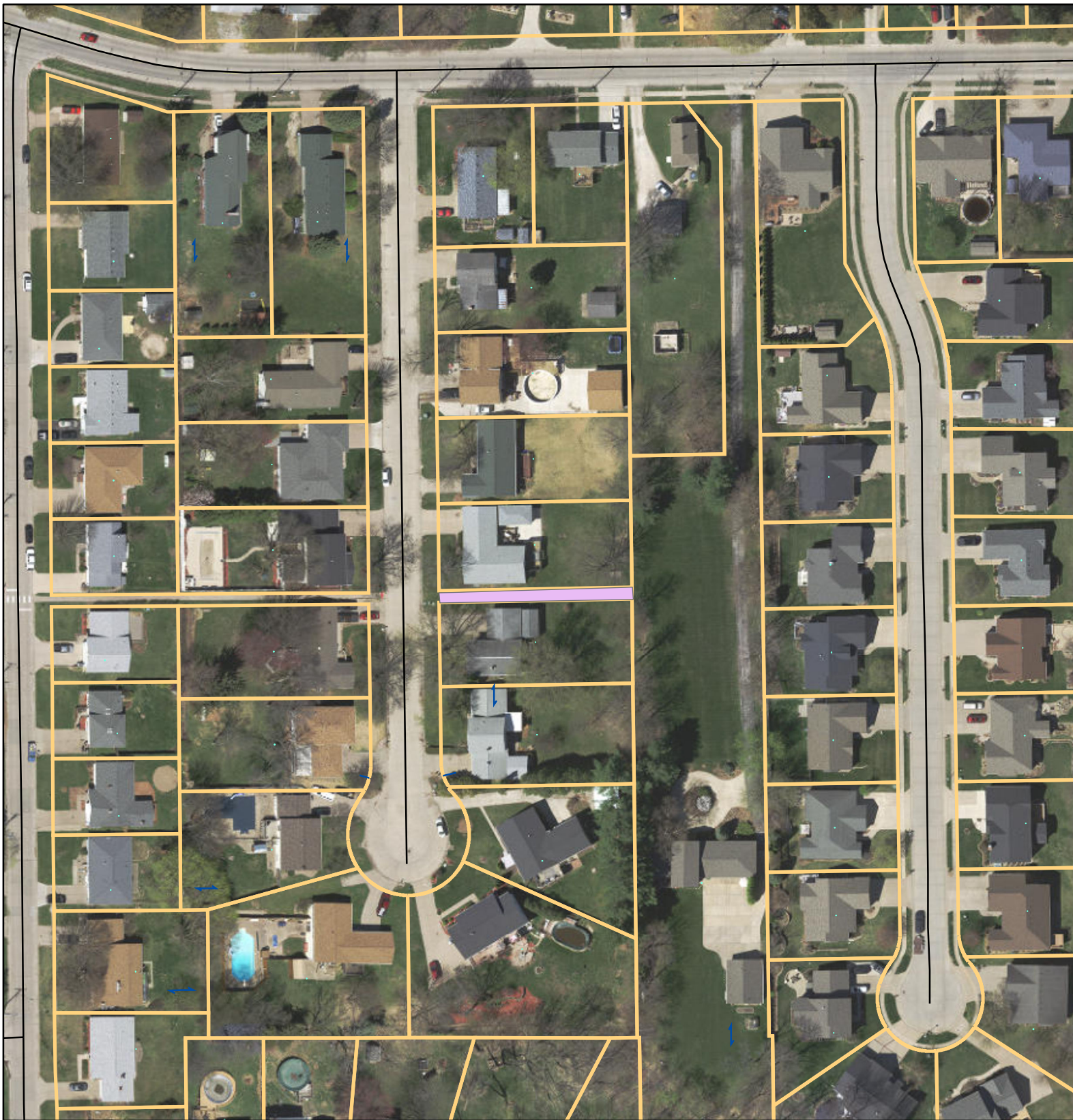
STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

ATTACHMENTS

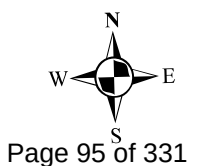
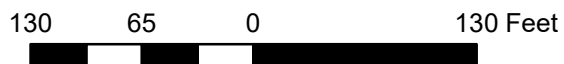
1. Pearlview Ct RoW



Legend

-  ROW
-  Parcels

PZROWV-2-2024 Right of Way
A STRIP OF LAND 10 FEET BY 164.83 FEET
ADJOINING LOTS 14 & 15





City of Muscatine

ITEM NUMBER

DATE: 3/6/2025

AGENDA ITEM SUMMARY

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Public Hearing for Review of the Plans and Specifications for the Lake Park Boulevard Bridge Deck Overlay Project.

EXECUTIVE SUMMARY

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

CITY FINANCIAL IMPACT

ATTACHMENTS

1. Set Public Hearing Resolution Lake Park Bridge Deck (2)
2. Public Notice for Public Hearing Lake Park Bridge Deck Overlay (4)
3. Lakepark Bridge - Final Plans
4. Lakepark Bridge Deck Repair Specifications

RESOLUTION NO. 2025-0071_____

**SETTING TIME AND PLACE FOR PUBLIC HEARING ON THE
LAKE PARK 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 March 6th, 2025 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 20th DAY OF February, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

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 March 6th, 2025 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.

Cinda Hilger, City Clerk

Index of Sheets	
No.	Description
V.1	Title Sheet
V.2	Vicinity Map and Legend
V.3	Quantities and General Notes
V.4	Situation Plan
V.5	Deck Sounding Details
V.6	Deck Overlay Details
V.7	East Curb & Fascias - Repair Details
V.8	West Curb & Fascias - Repair Details
V.9	Concrete Repair Details
V.10	Traffic Control Details



PLANS OF PROPOSED IMPROVEMENT ON THE
URBAN ROAD SYSTEM

CITY OF MUSCATINE

BRIDGE DECK OVERLAY

IN THE CITY OF MUSCATINE ON
LAKE PARK BLVD OVER MAD CREEK

Refer to the Plan Sheets for list of applicable specifications.

Value Engineering Saves. Refer to Article 1105.14 of the Specifications.



	TOTAL SHEETS
	10
FHWA NUMBER	
008450	
V&K PROJECT NUMBER	
20820	

2022 Traffic Count = 2,710 V.P.D.
Mileage Summary:

Bridge at Sta. 30+36.00 = 192.33 Lin. Ft. = 0.0364 Miles

Index Of Seals		
Sheet No.	Name	Type
V.1	Mark C. Currie	Structural Design

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

Mark C. Currie

9-17-2024

Date

Printed or Typed Name

Mark C. Currie

My license renewal date is December 31,

2025

Date

Pages or sheets covered by this seal:

All Sheets

City of Muscatine, Iowa

Approved: City Engineer

Kevin Coon

9-20-2024

Date:

Item No.	Item Code	Item	Unit	Quantities Estimated	Quantities As-Built	Estimate Reference Notes
1	2214-5145150	Pavement Scarification	SY	640.00		-
2	2413-0698041	Deck Over-Depth Overlay (Class O PCC)	SY	640.00		Includes cleaning existing concrete curbs and furnishing and placing concrete sealer. Includes CF Joint replacement at end of deck. Includes splash basin under northwest deck drain. See Splash Basin details and notes on this sheet.
3	2413-0698081	Deck Repair, Class A, Special	SY	82.3		See general notes for Class A, Special Deck Repair quantity information.
4	2426-6772016	Concrete Repair	SF	62.2		-
5	2507-6799000	Bank Shaping	LS	1.00		Includes all necessary shaping, excavation, filling, and compacting necessary to achieve a smooth, consistent berm slope in the vicinity of Pier No. 1.
6	2528-2518000	Safety Closure	EACH	2		See Tab. 108-13A on Sheet V.10.
7	2528-4885110	Traffic Control	LS	1.00		Lump sum price includes furnishing signs, barricades, flashers, and other miscellaneous traffic control items specified. Includes set up, maintenance, removal, and miscellaneous associated work. See Traffic Control Plan on Sheet V.10 for details.
8	2533-4980005	Mobilization	LS	1.00		-

This design is for repairs to the existing 188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge on Lake Park Blvd. over Mad Creek. See Situation Plan for list of repair items.

Faint lines on plans indicate existing portions of the bridge.

Minimum clear distance from face of concrete to near reinforcing bar is to be 2" unless otherwise noted or shown.

English Size	3	4	5	6	7	8	9	10	11
Bar Designation	10	13	16	19	22	25	29	32	36

The top and interior faces of the existing concrete curbs are to be cleaned and sealed in accordance with Article 2403.03, P, of the Standard Specifications. If new sections of curb are constructed, the new sections shall not be sealed. All costs associated with cleaning and sealing of the concrete curb shall be included in the unit price bid item " Deck Over-Depth Overlay ".

Present deck thickness is about 7½ inches. The Contractor shall exercise care in order to prevent unnecessary removal of concrete below the top of the top reinforcing. The energy of hand tools shall be restricted near the bottom of the designated Class A, Special Deck Repair areas in order to prevent unbonding of reinforcing. No concrete shall be removed below the top of the top longitudinal reinforcing without prior permission from the Bridge Engineer.

Ready mix trucks are not allowed on the prepared portion of the bridge deck.

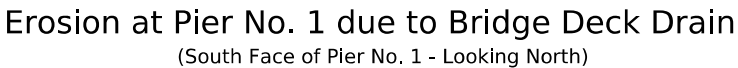
Design: AASHTO series of 2002.

Developmental Specifications for Bridge Deck Over-Depth Repair and Overlay.

Traffic Control Plan
The roadway will be closed to thru traffic. Refer to the Traffic Control Plan shown elsewhere in these plans.

The cost of furnishing and placing splash basins (including excavation, erosion stone, and engineering fabric) is to be included in the price bid for Deck Over-Depth Overlay (Class O PCC).

Total number of splash basins = 1.



Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

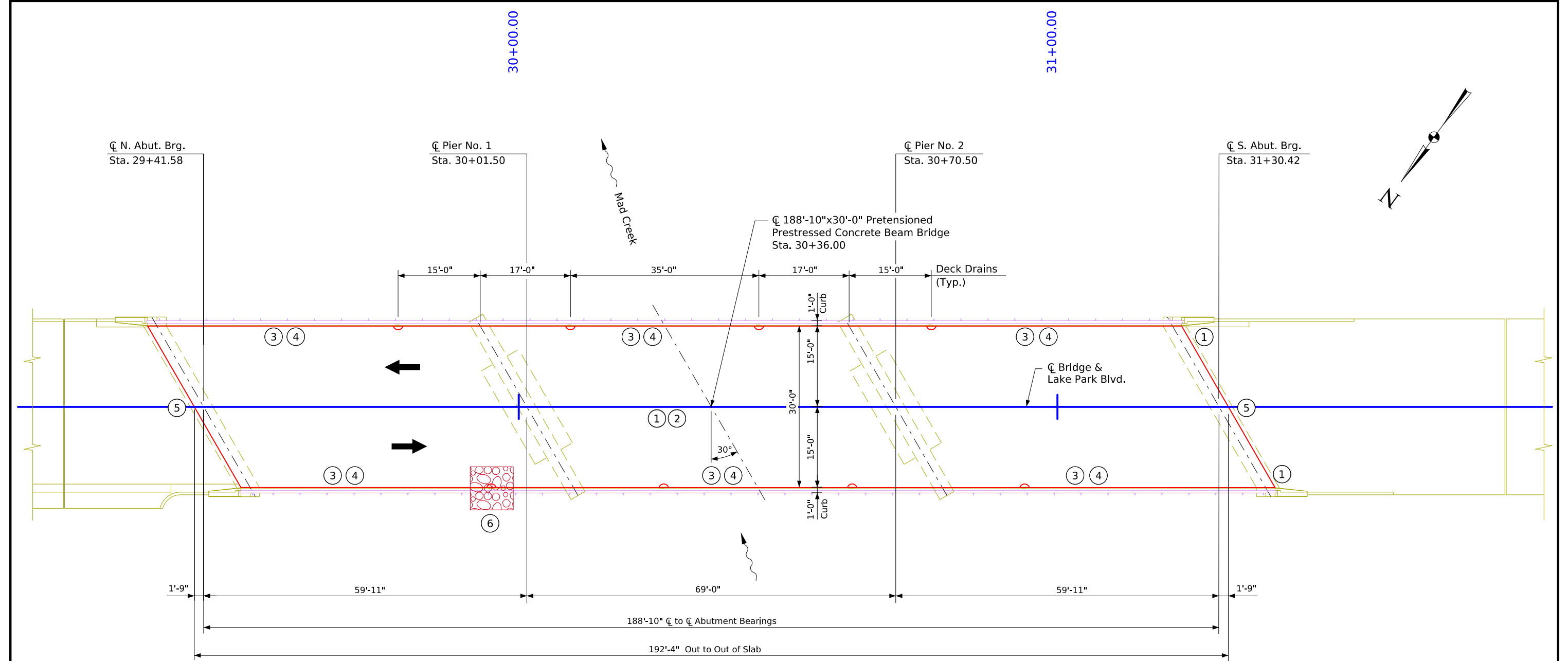
59'-11" End Spans 69'-0" Interior Span

Quantities and General Notes

STA. 30+36.00 (Lake Park Blvd.) Sept. 2025

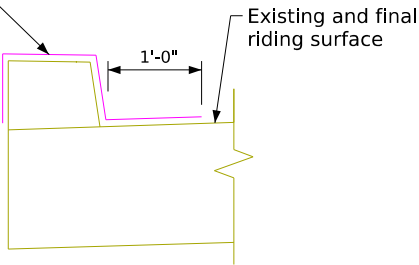
City of Muscatine

FWHA No. 008450



SITUATION PLAN

Apply concrete sealer to top, inside and outside faces of existing curb and 1'-0" on top of final riding surface at gutter line as shown. Sealer shall meet the requirements of Materials I.M. 491.12 Appendix B.



Concrete Curb Sealer Detail

Repairs shall consist of:

1. Deck repair, Class A.
2. Bridge deck overlay.
3. Perform concrete repair on deck fascia, and curbs.
4. Clean and seal existing curbs.
5. Remove existing joint material and install new backer rope and sealer.
6. Install rock splash pad under northwest deck drain.

Location

Lake Park Blvd. over Mad Creek
T-77N R-2W
Section 25
City of Muscatine
Muscatine County
FHWA No. 8450
Bridge Maint. No. CO 19 139-008450
Latitude 41.444666°
Longitude -91.040044°

Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

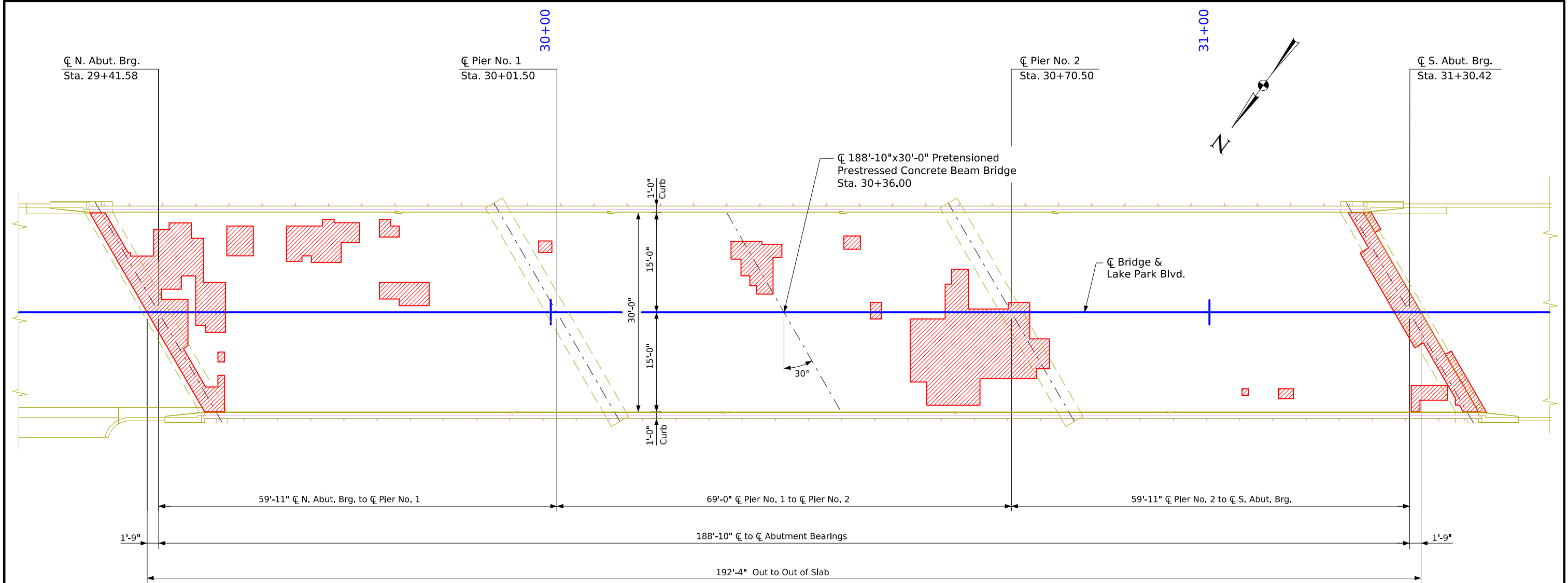
59'-11" End Spans 69'-0" Interior Span

Situation Plan

STA. 30+36.00 (Lake Park Blvd.) Sept. 2024

City of Muscatine

FHWA No. 008450



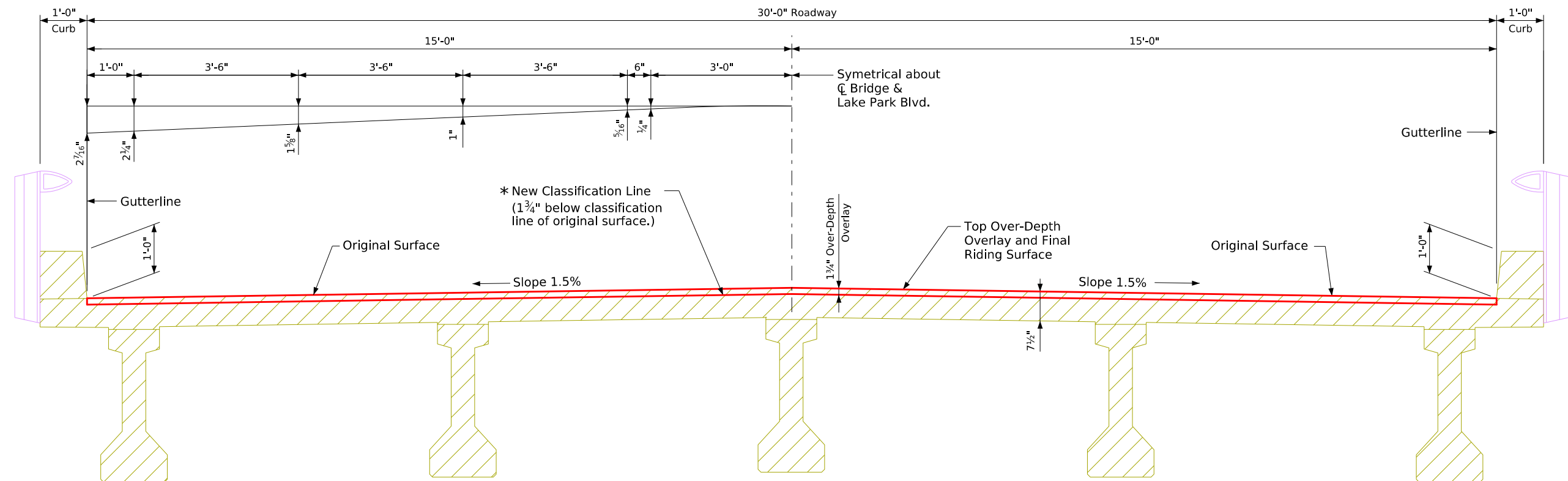
Survey Plot
(Hatched areas = Top of Deck Areas of Delamination = Approximately 82.3 Sq. Yd.)
(Not to Scale)

Legend	
	Class A, Special Repair Area

Notes:
Data shown is estimated from Bridge Deck Survey dated 10-26-2023.

Limits on Class A, Special Deck Repair areas are approximate. Actual areas designated by the Engineer shall be repaired.

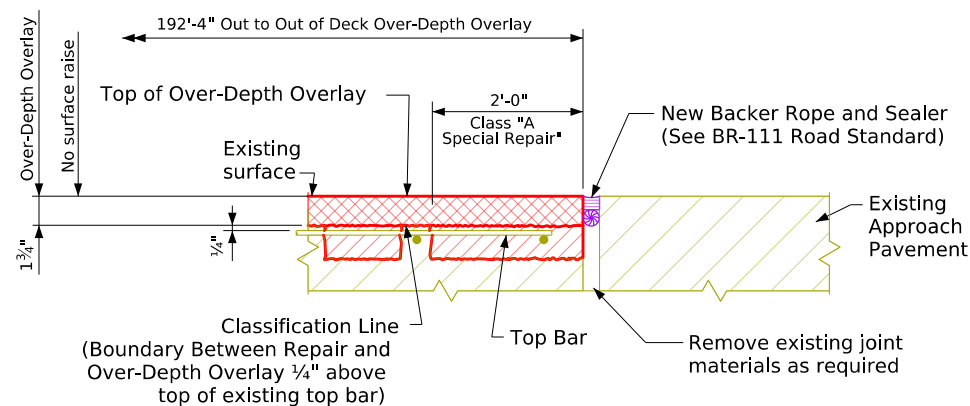
Design For 30° Skew R.A.	
188'-10" x 30'-0" Prestensioned Prestressed Concrete Beam Bridge	
59'-11" End Spans	69'-0" Interior Span
Deck Sounding Details	
STA. 30+36.00 (Lake Park Blvd.)	Sept. 2024
City of Muscatine	



Typical Section

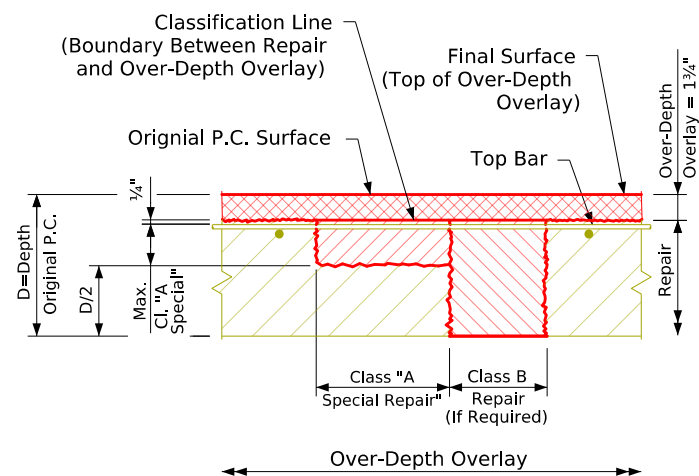
(Looking Upstation)

* Existing deck has approximately 2" cover over top mat of reinforcement.

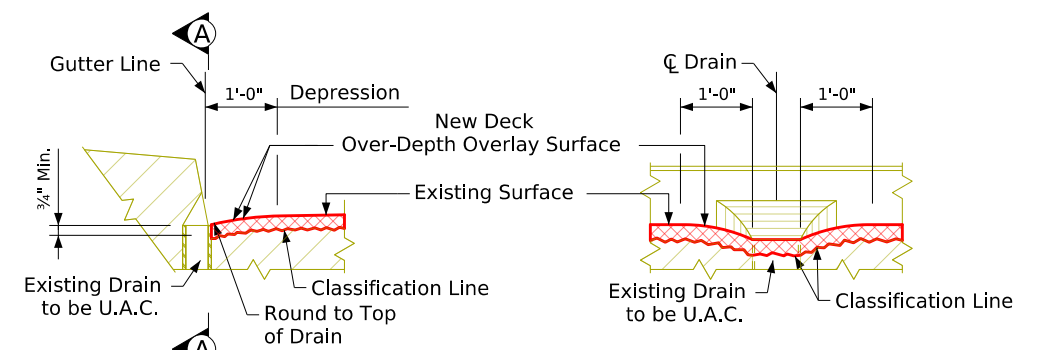


Part Longitudinal Section Along Roadway

Both Abutments



Repair and Over-Depth Overlay Definition

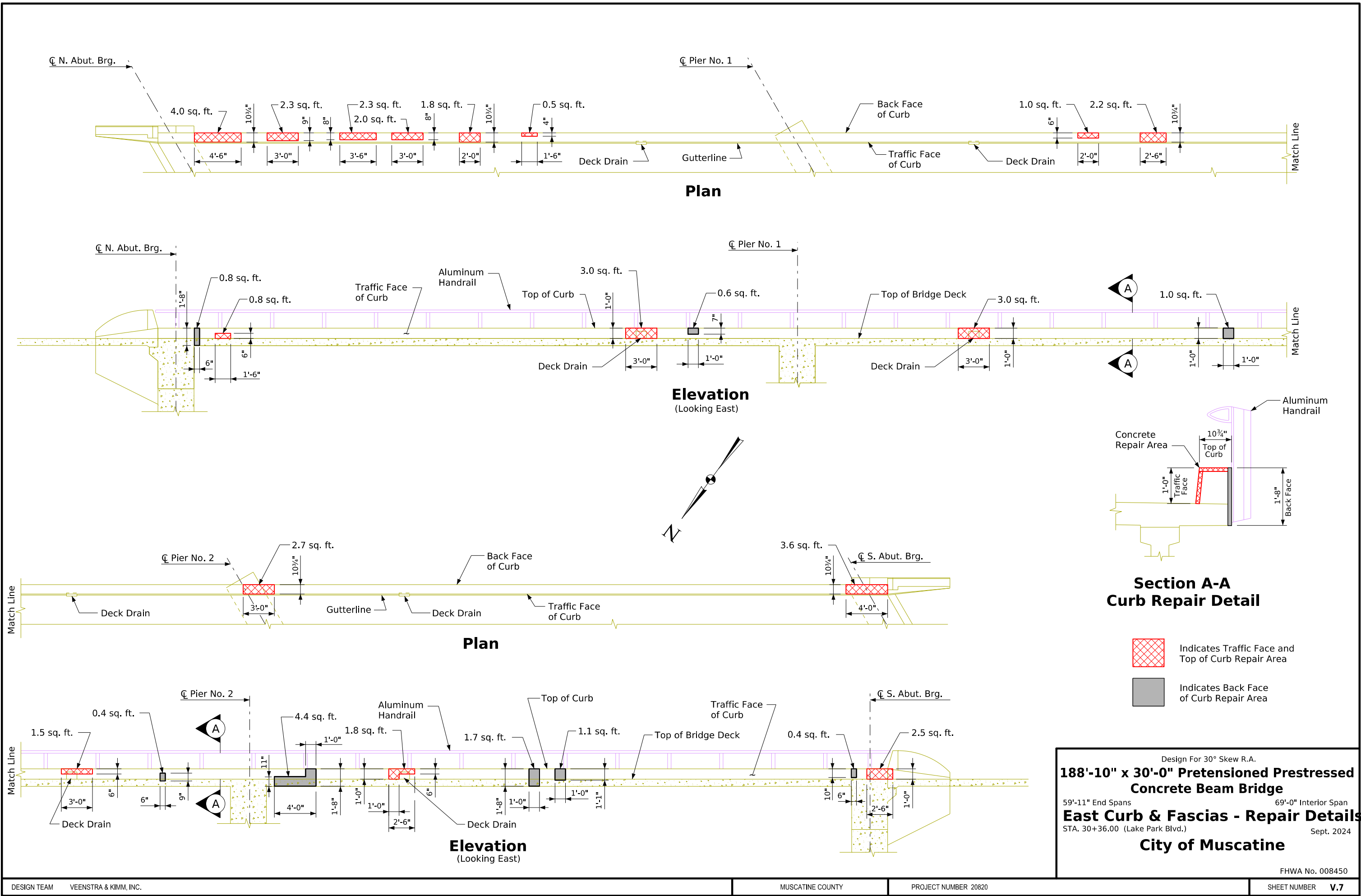


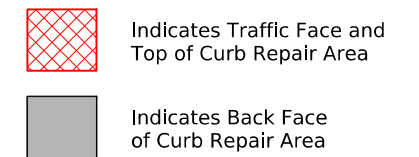
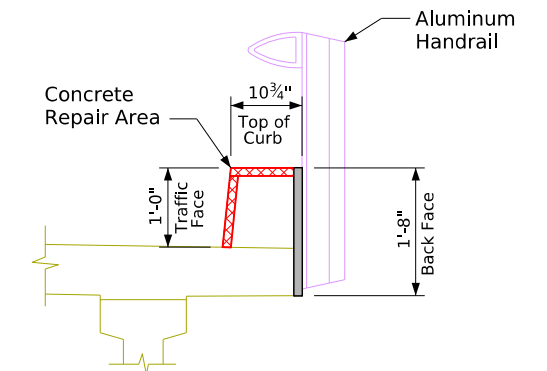
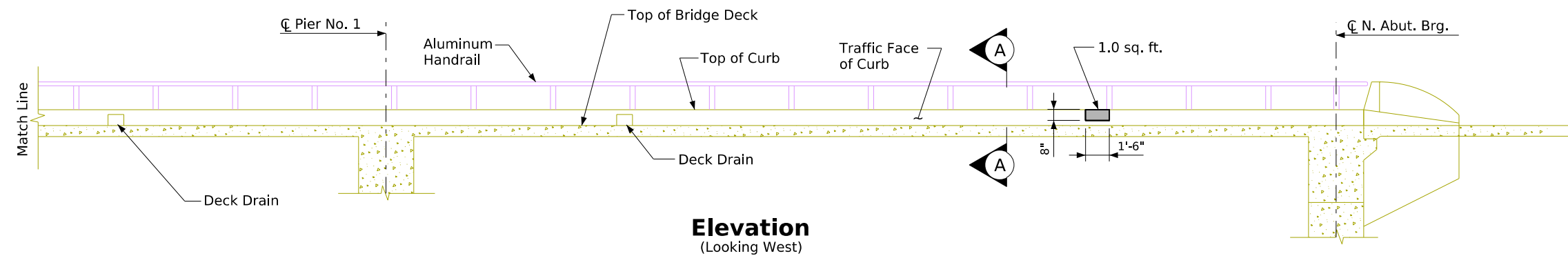
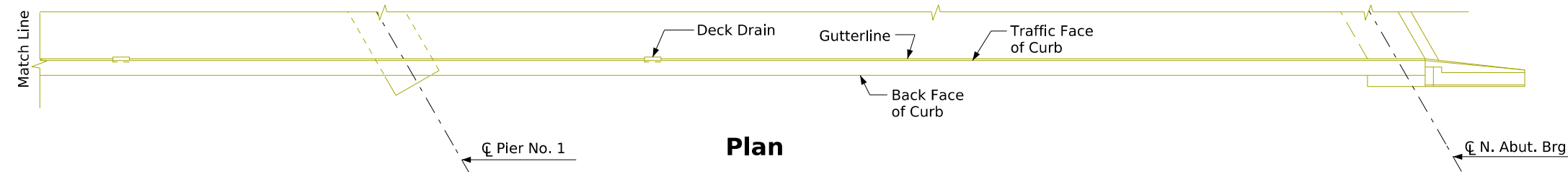
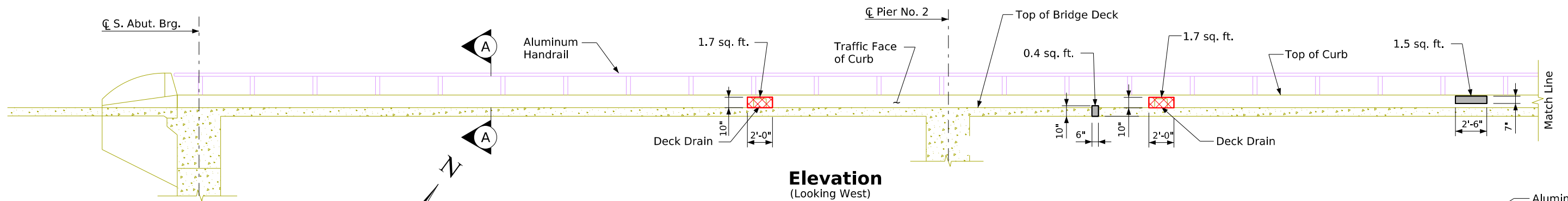
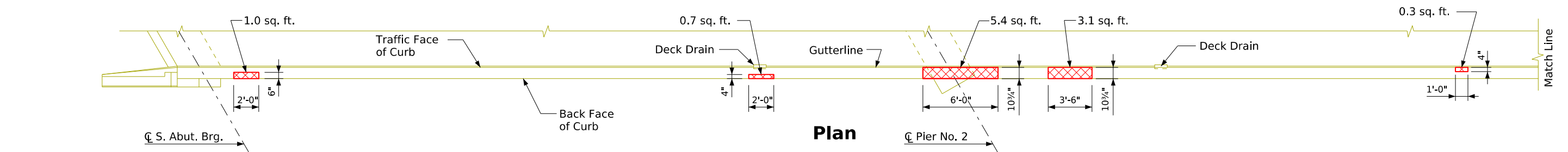
Section A-A

Deck Repair Detail at Drain

(Required at 8 Locations)

Design For 30° Skew R.A.
188'-10" x 30'-0" Prestensioned Prestressed Concrete Beam Bridge
 59'-11" End Spans 69'-0" Interior Span
Deck Overlay Details
 STA. 30+36.00 (Lake Park Blvd.) Sept. 2024
City of Muscatine





Design For 30° Skew R.A.

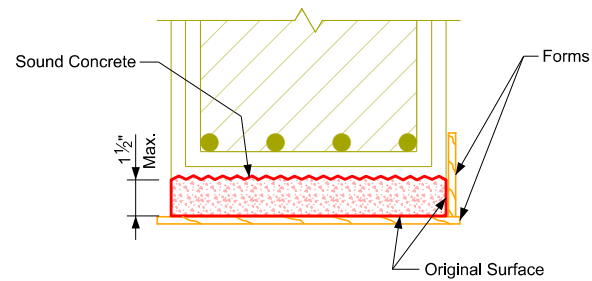
188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

59'-11" End Spans 69'-0" Interior Span

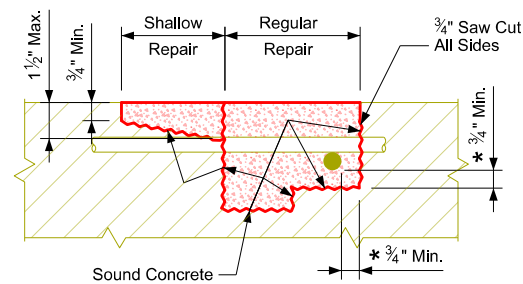
West Curb & Fascias - Repair Details

STA. 30+36.00 (Lake Park Blvd.) Sept. 2024

City of Muscatine

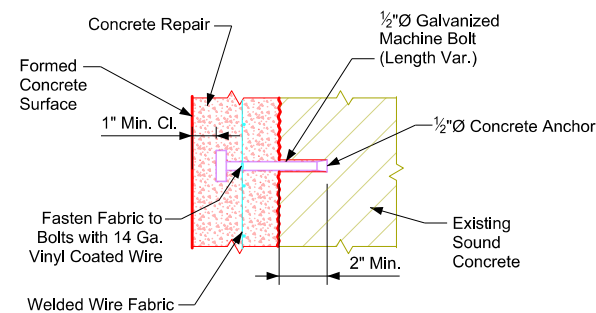


Shallow Repair Bottom Surface



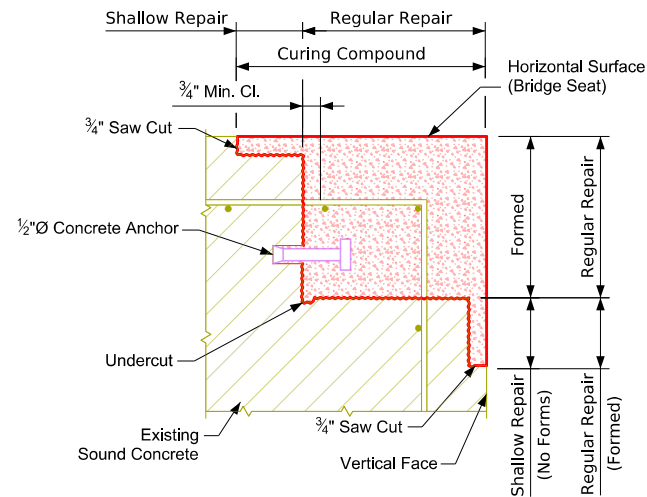
Repair Definition

* Indicates Clearance for an Un-Bonded Rebar.

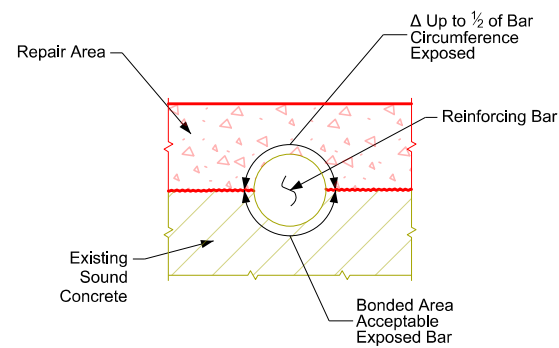


Anchor Detail

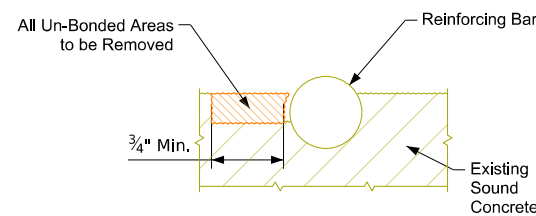
For Spacing and Use of Concrete Anchors and WWF See the Repair Notes.



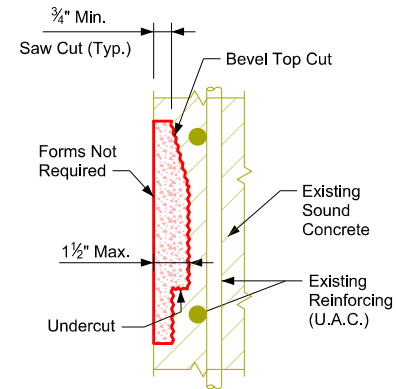
Corner Repair



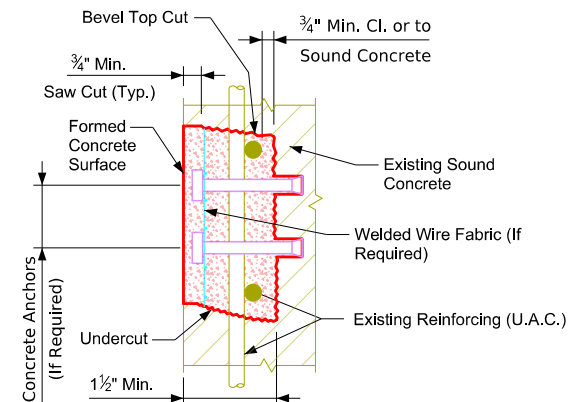
Δ If more than 1/2 of the rebar is exposed it shall be treated as an un-bonded rebar.



Concrete Removal Adjacent to Reinforcing



Shallow Repair Vertical Face



Regular Repair Vertical Face

Repair Notes:

- The spalled and hollow areas of this bridge as noted and shown in these plans shall be repaired as follows:
- All the costs of equipment and materials required to repair the spalled and hollow areas of this bridge shall be included in the price bid for "Concrete Repair".
 - The price bid for "Concrete Repair" shall include the cost of all concrete anchors and welded wire fabric required by the plans.
 - The Engineer shall determine and outline by visual and audible inspection the actual areas of the concrete repairs. The Contractor shall be paid for the actual amount of repairs made on a square foot basis based on the price bid per square foot.
 - All existing reinforcing bars that are exposed by the concrete removal shall be cleaned and carefully incorporated into the new work, except badly deteriorated existing reinforcing which shall be replaced as directed by the Engineer.
 - The concrete anchors required shall have a minimum pull out of 5,000 lbs based on 4,000 psi concrete. An anchor meeting the requirements of Iowa D.O.T. Materials I.M. 453.09 and the pull out load above is required. The anchors shall be galvanized and shall be installed according to recommendations of the Manufacturer. The cost of furnishing and installing the concrete anchors shall be included in the price bid for "Concrete Repair".
 - The welded wire fabric shall be ASTM A185 and galvanized as per ASTM A-641. The WWF wires shall be spaced 3x3 or 4x4 and the wires shall have a nominal area of 0.014 to 0.029 sq in inclusive, example "WWF 3x3 - W1.4xW2.9".
- Where reinforcement has been exposed and clearance around the periphery of the existing bar is provided, no supplemental reinforcing is required, except where existing reinforcement density and pattern are such that individual open spaces between bars are of 1.5 sq ft or larger. For this condition 1/2" Ø concrete anchors and welded wire fabric shall be installed at the rate of one concrete anchor with WWF per each 1.5 sq ft of area within each open space.
- Repairing the structural concrete shall be in accordance with Section 2426, of the Standard Specifications.

Concrete Placement Quantities

Mark	Type	Units	Quantity
①	Shallow Repair	Sq. Ft.	0.0
②	Regular Repair	Sq. Ft.	62.2
Total (Sq. Ft.)			62.2

Estimated Concrete Repair Quantities

Description	Units	Amount
Concrete Repair	Sq. Ft.	62.2

Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

59'-11" End Spans

69'-0" Interior Span

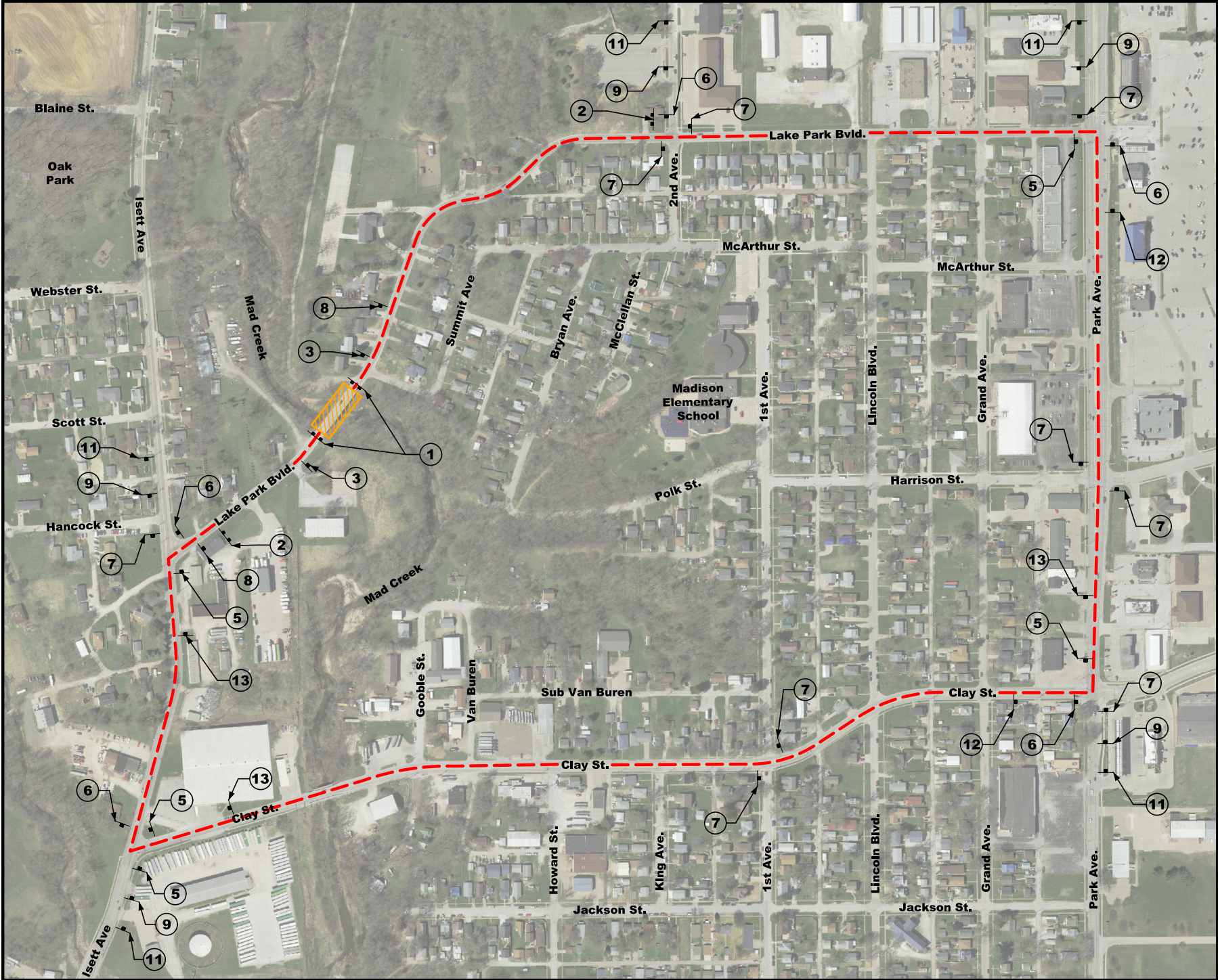
Concrete Repair Details

STA. 30+36.00 (Lake Park Blvd.)

Sept. 2024

City of Muscatine

FHWA No. 008450



General Notes:

This sheet illustrates traffic control necessary to detour the project route.

All "Stop" or other regulatory signs on side roads are not to be disturbed. If a "Stop" or other regulatory sign must be moved, it will be relocated by the contracting authority.

Traffic Control Plan

- 1. Traffic control on this project shall be in accordance with the detour route shown on this sheet and Standard Road Plan TC-252. The project route will be closed to traffic. Traffic control devices, procedures, and layouts shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the Department per 761 of the Iowa Administration Code (IAC) Chapter 130.
- 2. Route will be closed to vehicular traffic during construction.
- 3. This layout may not include all barricades as may be required by Section 2518 of the Standard Specifications or Road Standard TC-252, however, traffic control at the project location is to be in accordance with Section 2518 of the Standard Specifications and/or Road Standard TC-252 as required.
- 4. All traffic control devices shall be furnished, erected, maintained and removed by the Contractor. All signs shall be furnished, erected and maintained by the Contractor. Exact locations may be field adjusted, per Engineer's approval, to fit conditions.
- 5. All signs shall be post mounted unless noted or otherwise approved by the Engineer. All Type III Barricades shall have a minimum of 4 sand bags.
- 6. Where possible, all traffic control signs shall be placed a minimum of 10 feet clear of the roadway.
- 7. Proposed sign spacing may be modified, as approved by the Engineer, to meet existing field restrictions, or to prevent obstruction of the motorists view of permanent signing.
- 8. Proposed changes in the traffic control plan shall be reviewed with the Engineer before changes are made.
- 9. Safety closures shall be placed in accordance with Section 2518 of the Standard Specifications at the locations specified in the "Safety Closures" tabulation.
- 10. The bid item "Traffic Control" shall include the cost for all traffic control measures required of the Contractor except for those which are separate bid items or are incidental to other bid items.
- 11. Points of access located within the project limits shall remain accessible throughout the project. If due to construction, a point of access must be blocked the Contractor is to provide an alternate point of access approved by the Engineer. All alternate access points are incidental to the bid item "Traffic Control".

Safety Closures

108-13A
08-01-08

Refer to Section 2518 of the Standard Specifications

Station	Closure Type		Remarks
	Road Qty.	Hazard Qty.	
28+50.00	1		North End - Approach
32+00.00	1		South End - Approach
	2		TOTAL

Detour Signage Layout
(Not to Scale)

ROAD CLOSED
R11-2
48" x 30"

1

ROAD CLOSED TO THRU TRAFFIC
R11-4
60" x 30"

2

ROAD CLOSED AHEAD

3
W20-3
48" x 48"

ROAD WORK AHEAD

4
W20-1
48" x 48"

LAKE PARK BLVD
DETOUR
→

5
M4-9R
30" x 24"

LAKE PARK BLVD
DETOUR
←

6
M4-9L
30" x 24"

LAKE PARK BLVD
DETOUR

7
M4-8A
30" x 15"

END DETOUR

8
M4-8A
24" x 18"

DETOUR AHEAD

9
W20-2
48" x 48"

END ROAD WORK

10
R11-2
48" x 24"

LAKE PARK BLVD CLOSED SOUTH OF HIGHWAY 61
USE DETOUR

11
24" x 48"

LAKE PARK BLVD
DETOUR
↶

12
M4-8A
30" x 15"
W16-6pL
24" x 18"

LAKE PARK BLVD
DETOUR
↷

13
M4-8A
30" x 15"
W16-6pR
24" x 18"

LEGEND

- Traffic Sign
- Type III Barricade
- Work Area
- Detour Route

Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

59'-11" End Spans 69'-0" Interior Span

Traffic Control Details

STA. 30+36.00 (Lake Park Blvd.)

City of Muscatine

Sept. 2024

FHWA No. 008450

SPECIFICATIONS

FOR

***LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY***

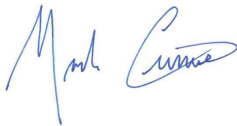
MUSCATINE, IOWA

SPECIFICATIONS
FOR
LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

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.

Signed:

Date:



10/15/2024



Mark Currie, P.E.

Iowa License No. 22475

My license renewal date is December 31, 2025

Detailed parts covered by this seal:

ALL

Prepared by
VEENSTRA & KIMM, INC.

INDEX

LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

<u>TITLE</u>	<u>PAGE</u>
NOTICE TO BIDDERS	NB-1
NOTICE OF PUBLIC HEARING	NPH-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL	P-1
<u>SPECIAL BIDDING REQUIREMENTS</u>	
BIDDER STATUS FORM	
BID BOND	BB-1
CONTRACT	C-1
BOND	B-1
GENERAL CONDITIONS	GC-1
SPECIAL CONDITIONS	SC-1
PLANS LIST	PL-1

DETAILED SPECIFICATIONS

DESIGN: AASHTO Series of 2002, plus interim specifications.

CONSTRUCTION: Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions shall apply to construction work on this project, including: Developmental Specifications for Bridge Deck Over-Depth Repair and Overlay.

NOTICE TO BIDDERS

LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

Sealed bids will be received by the City of Muscatine's eBidding website, until March 27, 2025, at 2:00 p.m. Central Time for the related work as described in the plans, specifications and contract documents now on file. Bids will be acted upon by said City at the April 3, 2025, City Council Meeting or at such later time and place as then may be fixed.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council and be completed as stated below.

The work will include but is not limited to the following improvements:

LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY

Construct repairs for Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay Project including all labor, materials, and equipment necessary for 640.0 SY of Pavement Scarification, 640.0 SY of Deck Over-Depth Overlay (Class O PCC), 82.3 SY of Deck Repair, Class A, Special, 62.2 SF of Concrete Repair, 1.00 LS Bank Shaping, 2 EACH Safety Closure, 1.00 LS Traffic Control, and 1.00 LS Mobilization.

All work shall be done in strict compliance with the plans and specifications prepared by the office of the City Engineer. Copies of said plans and specifications may be obtained from the City of Davenport Purchasing Division's eBidding website at <https://davenport.ionwave.net>.

Bids shall be submitted in the electronic bid system no later than March 27, 2025, at 2:00 p.m. CT. Vendors must be registered as a supplier in the system to submit a bid. This is a one-time, no fee registration. Vendors are encouraged to allow ample time to build their bid in the system and upload the required attachments. The system will not accept late bids. No paper, faxed or e-mailed bids will be accepted.

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

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance

NB-1

20820

of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Muscatine, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed by July 12, 2025, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by

resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

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.

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.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of Muscatine reserves 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 City.

Posted by the order of the City of Muscatine, Iowa.

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20820

CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

NB-4

20820

NOTICE OF PUBLIC HEARING

LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY, CITY OF MUSCATINE, IOWA

The Council of the City of Muscatine, in Muscatine County, Iowa, will meet at the City Hall in said Municipality, on the 6th day of March, 2025, at 6:00 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract and estimate of cost for the construction of the following improvements:

LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY

The Repair for the Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay Project includes all labor, materials, and equipment necessary for 640.0 SY of Pavement Scarification, 640.0 SY of Deck Over-Depth Overlay (Class O PCC), 82.3 SY of Deck Repair, Class A, Special, 62.2 SF of Concrete Repair, 1.00 LS Bank Shaping, 2 EACH Safety Closure, 1.00 LS Traffic Control, and 1.00 LS Mobilization.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

Sealed bids will be received by the City of Muscatine's eBidding website, until March 27, 2025, at 2:00 p.m. Central Time for the related work as described in the plans, specifications and contract documents now on file. Bids will be acted upon by said City at the April 3, 2025, City Council Meeting or at such later time and place as then may be fixed.

This notice is given by order of the Council of the City of Muscatine, Iowa.

CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

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INSTRUCTIONS TO BIDDERS

LAKE PARK BOULEVARD OVER MDD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

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1. DEFINITION OF TERMS

- A. "Owner", and "City" shall mean the City of Muscatine, Iowa, acting through the City Council or an authorized representative of the City Council.
- B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- C. "Bidder" shall mean any person who submits a proposal to furnish the work described in the Contract Documents.
- D. "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- E. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- F. "Engineer" shall mean VEENSTRA & KIMM, INC., with offices in Coralville, Iowa, and West Des Moines, Iowa.
- G. "Standard Drawings" shall mean construction detail drawings bound with these specifications.
- H. "Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.

- I. "Station", "Sta." shall mean one hundred (100) linear feet measure.

2. CONTRACT DOCUMENTS

- A. Contract Documents, sometimes referred to as the "plans and specifications", shall mean and include the following parts as used herein:
 1. Notice to Bidders
 2. Notice of Public Hearing
 3. Instructions to Bidders
 4. Proposal
 5. Contract
 6. Bond
 7. General Conditions
 8. Special Conditions
 9. Plans List
 10. Detailed Specifications
 11. Plans listed in the Specifications
 12. Numbered addenda issued to the foregoing.

3. METHOD OF BIDDING

- A. Bidders shall submit unit and lump sum prices for work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- B. Bids will be computed using quantities shown on Proposal. Where unit price bids are called for, quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.
 1. In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.
 2. In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.
- C. Unit prices for payment items included in the specifications, but not listed in the Proposal, will be negotiated, if needed.

4. QUALIFICATIONS OF BIDDERS

- A. Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.
- B. If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

5. SUBMISSION OF BIDS

- A. Sealed bids will be received by the City of Muscatine's eBidding website, until March 27, 2025, at 2:00 p.m. Central Time for the related work as described in the plans, specifications and contract documents now on file.
- B. Vendors must be registered as a supplier in the system to submit a bid. This is a one-time, no fee registration. Vendors are encouraged to allow ample time to build their bid in the system and upload the required attachments.
- C. The system will not accept late bids.
- D. No paper, faxed or e-mailed bids will be accepted.

6. EVALUATION OF BIDS

- A. Award of contract will be made on the lowest, responsive, responsible bid as selected by the City that is in the best interest of the City of Muscatine.
- B. Time of completion of the work, delivery dates, experience and responsibility of the bidder will be considered in determining which bid is in the Owner's best interests.
- C. Low bid will be determined on basis of lowest responsive bid from responsible bidder.
- D. The City reserves the right to reject any and all bids, and to waive informalities or technicalities and to enter into such contract as it shall deem for the best interest of the City.

7. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid at any time prior to scheduled closing time for a receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days from the date of receiving bids.

8. BID SECURITY

- A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.
- B. Bid security shall be enclosed in the sealed envelope with the bid or in a separate sealed envelope.
- C. The bid security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.
- D. Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 calendar days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- E. Bidders shall use bid bond form included with specifications.

9. EXAMINATION OF WORK

- A. Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

10. EXECUTION OF CONTRACT

- A. The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.
- B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

11. CONTRACT TERMINATION

- A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

12. TAXES

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

13. PREFERENCE FOR LABOR AND MATERIALS

- A. Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to labor residing in vicinity of Muscatine, Iowa, and to local concerns in purchase of materials, insurance and bonds.
- B. The Iowa Reciprocal Preference Act (SF2160) applies to the contract with respect to bidders who are not Iowa residents.
 - 1. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

14. PAYMENT

- A. Payment will be made in accordance with the payment provisions set out in Notice to Bidders.
- B. Payment will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or materials.

15. APPROVAL OF MATERIALS

- A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

16. PERIOD OF GUARANTEE AND BOND

- A. Contractor shall guarantee work for period of four (4) years from date of final acceptance as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for a like period.

PROPOSAL

LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Muscatine should the undersigned fail or refuses to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda __, __, __, __ and __, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

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PROPOSAL SCHEDULE

LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY

1. Construct Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay for the following unit and lump sum prices:

Item No.	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	2214-5145150	Pavement Scarification	SY	640.00	\$ _____	\$ _____
2	2413-0698041	Deck Over-Depth Overlay (Class O PCC)	SY	640.00	_____	_____
3	2413-0698081	Deck Repair, Class A, Special	SY	82.3	_____	_____
4	2426-6772016	Concrete Repair	SF	62.2	_____	_____
5	2507-6799000	Bank Shaping	LS	1.00	_____	_____
6	2528-2518000	Safety Closure	EA	2	_____	_____
7	2528-4885110	Traffic Control	LS	1.00	_____	_____
8	2533-4980005	Mobilization	LS	1.00	_____	_____
Total Bid (Item No. 1-8)					\$ _____	

2. The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed as set out in the Notice to Bidders.
3. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

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 nonresident 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: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents?

☐ Yes ☐ No

3. 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:

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of _____ as Principal and _____

_____ of _____

as Surety, are held and firmly bound unto the City of Muscatine, Iowa, hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$_____), 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 City of Muscatine, Iowa, a certain bid, on the eBidding website, and hereby made a part hereof to enter into a contract in writing, for: Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such 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 or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee 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 _____, 2025.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

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CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "Owner", and _____, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _____ day of _____, 2025, for Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:
 - A. Contract Documents, including:
 1. Notice to Bidders
 2. Notice of Public Hearing
 3. Instructions to Bidders
 4. Proposal
 5. Bond
 6. General Conditions
 7. Special Conditions
 8. Plans List
 9. Plans listed in the Specifications
 10. Numbered addenda issued to the foregoing
 - B. This Instrument.
 - C. The above components are complementary and what is called for by one shall be as binding as if called for by all.
3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.
4. That this contract is executed in triplicate.

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

CONTRACTOR

CITY OF MUSCATINE, IOWA

By_____

Mayor

Title_____

ATTEST:

ATTEST:

City Administrator

Title_____

BOND

KNOW ALL MEN: That we, _____
of _____, hereinafter called the Principal, and
_____,
hereinafter called the surety, are held and firmly bound unto the City of Muscatine, Iowa,
hereinafter called the Owner in the sum of _____
Dollars (\$_____), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____, 2025, entered
into a Contract with the Owner for Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay
which Agreement includes a guarantee of all work against defective workmanship and materials
for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy
of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully
perform the Contract on his part and shall fully indemnify and save harmless the Owner from all
costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and
repay the Owner all outlay and expense which the Owner may incur in making good any such
default,

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

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

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be
brought on this Bond after five (5) years from the date of final acceptance of the work.

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

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

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 2025.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

GENERAL CONDITIONS

LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

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1. CONTRACT DOCUMENTS

- A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- B. Contract Documents shall be signed in triplicate by Owner and Contractor.
- C. Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

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- D. Detailed Specifications: Construct in accordance with the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions, including the Developmental Specifications for Bridge Deck Over-Depth Repair and Overlay.

2. SURETY BOND

- A. Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

- A. Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- B. Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- C. Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

- A. Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- B. Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- A. Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- B. Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- C. Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- A. In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. SHOP DRAWINGS

- A. Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.
 - 1. Submit 5 copies of all shop drawing submittals.
- B. Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

9. THE ENGINEER

- A. Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

10. PLANS AND SPECIFICATIONS

- A. Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.
- B. Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.
- C. Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

11. INTERPRETATION OF PLANS AND SPECIFICATIONS

- A. Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.
- B. Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

12. LINE AND GRADE

- A. Engineer shall provide stakes showing line and grade from bench marks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.
- B. Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

13. DECISIONS BY ENGINEER

- A. Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

- A. All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment. All materials incorporated into the project must come from Iowa DOT approved sources.
- B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.

General Conditions

- D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- F. When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and 'or equal' is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- H. Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- I. Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

- A. All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.

- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- A. Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- B. Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- C. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

17. TESTS

- A. Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- B. All testing must conform to the Iowa DOT standards. Testing requirements are according to Iowa DOT IM204. Contractor shall provide quality assurance testing and certified plant inspection. Owner shall provide verification testing.
- C. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- D. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

18. TIME

- A. Contractor shall commence work within time specified and shall complete work within time specified in contract.

19. DELAYS

- A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- B. Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- C. No extension of time shall be valid unless made in writing by Owner.
- D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

20. CHANGES

- A. Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- C. Amount due Contractor shall be adjusted for changes in following manner:
 - 1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 2. Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 21.B of "21. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 3. No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

4. Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

21. EXTRA WORK

- A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.
- B. The term "extra work" as used herein shall not be construed to apply to changes described in "20. CHANGES".
- C. No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- D. Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

22. OWNERSHIP OF MATERIALS

- A. All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

23. OTHER CONTRACTS

- A. Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.

- B. When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- C. To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

24. OWNER'S RIGHT TO DO WORK

- A. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

25. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
 - 1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 - 2. Receiver is appointed on account of Contractor's insolvency.
 - 3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
 - 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 - 5. Contractor persistently disregards laws and ordinances or instructions of Engineer.
 - 6. Contractor violates a provision of contract.
- B. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

- C. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

26. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

27. PAYMENTS WITHHELD

- A. Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
 - 1. Defective work not remedied.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 3. Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 - 4. A reasonable doubt that contract can be completed for balance then unpaid.
 - 5. Damage to another contractor.
 - 6. Claims of Owner for liquidated damages.
- B. Payments shall be made for amounts withheld when above grounds are removed.

28. ACCEPTANCE AND FINAL PAYMENT

- A. When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.
- B. Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

29. SUSPENSION OF WORK

- A. Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.
- B. If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

30. CLEANING UP

- A. Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

31. HAZARDOUS MATERIALS

- A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.
- B. The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

32. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

- A. Owner's responsibility:
 - 1. Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.
- B. Contractor's responsibility:
 - 1. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
 - 2. Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

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1. INTENT

- A. To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- A. Work is located within City limits of Muscatine on Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay.
- B. Transportation facilities:
1. Lake Park Boulevard.

3. RIGHT-OF-WAY

- A. Owner will provide easements for construction on private lands.
- B. Contractor will be provided list of construction easement widths.
- C. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within right-of-way and easements provided.
- D. Contractor will be held liable by City and adjacent property owners for damages outside right-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. INTERRUPTIONS TO SERVICE

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Special Conditions

- A. Existing utilities shall remain in substantially continuous operation during construction.
- B. Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to a minimum.

5. SERVICE FACILITIES

- A. Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

6. STORAGE OF MATERIALS AND EQUIPMENT

- A. Limited storage space for materials and equipment will be available at project sites and along easements.
- B. Storage areas shall be subject to approval of Owner and Engineer.
- C. Store materials and equipment in manner which will preserve their quality and fitness.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- A. Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- B. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- C. Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- D. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- E. Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

- F. Provide telephone number(s) at which responsible representative of Contractor can be contacted evenings, weekends and holidays in event of emergency.

8. INSURANCE BY CONTRACTOR

- A. Provide and maintain insurance throughout construction period in the following minimum amounts:
1. Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 2. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 3. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
- B. Provide addendum language attached to the Certificate of Insurance which preserves the Owner's immunities. The addendum language is as follows:

"The Companies affording coverage and the Additional Insured, City of Muscatine, Muscatine County, Iowa expressly agree and state that the purchase of this policy of insurance by the insured and the listing of the City of Muscatine as an Additional Insured hereunder to not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional Insured further agree that 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.

The Additional Insured 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 Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional

Special Conditions

Insured 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 Additional Insured."

- C. Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- D. Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- E. Owner and Engineer shall be listed as an additional insured by endorsement.
- F. Notification in event of liability damage: upon occurrence of any event, the liability of which is herein assumed, Contractor agrees to forthwith notify Owner, in writing, such happenings, which notice shall forthwith give details as to the happening, cause as far as can be ascertained, estimate of loss or damage done, names of witnesses, if any, and stating amount of any claim.

9. EMPLOYMENT PRACTICES

- A. Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

10. INSPECTION BY STATE AND FEDERAL PERSONNEL

- A. Provide full access and cooperation for inspection of work by representatives of participating State and Federal agencies.

11. HISTORICAL/ARCHAEOLOGICAL FINDS

- A. If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

12. LINE AND GRADE

- A. Construct to line and grades shown on plans or as specified hereinafter.
- B. Engineer to establish required bench marks and control points as shown on plans.
- C. Contractor will perform detailed survey and staking for location, elevation and grade of construction.
- D. These conditions supersede conflicting provisions of GENERAL CONDITIONS.
- E. Check all detailed surveys and stakeouts; assume full responsibility for accuracy and correctness thereof.
- F. Contract shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- G. Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

13. ORDER OF CONSTRUCTION

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.

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Special Conditions

- B. Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- C. Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- D. Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed.
- E. Contractor shall close the road for no more than twenty-one (21) consecutive days. The deck repairs and overlay must be completed in that three-week period. Splash basin construction and bank shaping may be finished outside of that period as long as road remains open to traffic.

PLANS LIST

LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

1. PLANS

- A. The work on Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay shall conform with the following drawings (bound separately) and Standard Drawings which constitute the "plans" and are an integral part of the Contract Documents.

<u>Title</u>	<u>Drawing Number</u>
Title Sheet	V.1
Vicinity Map and Legend	V.2
Quantities and General Notes	V.3
Situation Plan	V.4
Deck Sounding Details	V.5
Deck Overlay Details	V.6
East Curb & Fascias – Repair Details	V.7
West Curb & Fascias – Repair Details	V.8
Concrete Repair Details	V.9
Traffic Control Details	V.10



City of Muscatine

ITEM NUMBER 2025-0041

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Third and Final Reading of Ordinance Amending The Zoning Ordinance Of The City Of Muscatine, Iowa (Rezoning Southwest Corner Of The Muscatine Community College Campus)

EXECUTIVE SUMMARY

A request by Muscatine Community College (MCC) to rezone, from R-3 Single-Family Residence to C-1 Neighborhood and General Commercial, an approximately undeveloped 2.5-acre portion of the Muscatine Community College Campus, located at the southwest corner of the campus. MCC intends to sell this portion of the campus to Community Health Care, Inc. (CHC), whom plan to develop a 13,769-square-foot medical clinic on this site. This clinic will offer medical, behavioral health, and dental care, and will also include a pharmacy.

STAFF RECOMMENDATION

On January 14th the Planning and Zoning Commission voted to recommend approval of this rezoning request.

Staff also recommends approval of this rezoning request. The recommendation is based on:

- The proposed rezoning being consistent with the adopted Comprehensive Plan and compatible with adjacent and nearby land uses.
- The expanded medical services that a new clinic would provide would significantly improve access to medical care for Muscatine residents, reducing the need for out-of-town travel. Locally available medical care is a key factor in maintaining a vibrant community.

BACKGROUND/DISCUSSION

Muscatine Community College (MCC) has requested a zoning change for approximately 2.5 acres of undeveloped land on their campus. This land, currently zoned R-3 Single-Family Residence, is proposed to be rezoned to C-1 Neighborhood and General Commercial.

MCC intends to sell this portion of the campus to Community Health Care, Inc. (CHC). CHC plans to develop a 13,769-square-foot medical clinic on this site. This clinic will offer medical, behavioral health, and dental care, and will also include a pharmacy.

Rezoning to C-1, which allows for clinics, is essential for the development of the medical clinic.

This rezoning request is a revision to a request by MCC to rezone their entire campus from R-3 to C-1 that was heard by the Planning and Zoning Commission in December. MCC had requested the rezoning of its entire campus to C-1 in order to convert the zoning status of the campus from legal non-conforming to conforming: A community college is not a permitted use within the R-3 zoning district. However, MCC qualifies as a legal non-conforming use because it existed at this location prior to the establishment of the R-3 zoning district.

Based on feedback from the December Planning and Zoning Commission hearing, MCC has withdrawn its original request to rezone the portion of the property not being sold to CHC to the C-1 zoning district.

Currently, no existing zoning district permits secondary educational institutions, such as MCC, while excluding general commercial uses. The creation of such a zoning district, intended for community facilities like schools, churches, and government buildings is a specific goal outlined in the City's adopted Comprehensive Plan.

MCC intends to pursue the rezoning of its campus once the City Code is amended to create this new zoning district.

CITY FINANCIAL IMPACT

No direct impact.

ATTACHMENTS

1. MCC-CHC Rezoning Ordinance (1)
2. Site Plan
3. Zoning Map
4. Renderings of Proposed Clinic Building

ORDINANCE NO. 2025-0041

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF MUSCATINE, IOWA (REZONING SOUTHWEST CORNER
OF THE MUSCATINE COMMUNITY COLLEGE CAMPUS)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE,
IOWA AS FOLLOWS:

Section 1. That the boundaries of the District Map, being a part of the Zoning Ordinance, which is Title Ten of the Ordinance of the City of Muscatine, Iowa, be and the same are, hereby amended to rezone the following described real estate, situated in the City and County of Muscatine, and State of Iowa, to-wit:

The southerly 300 feet of the westerly 300 feet of a Parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 25, Township 77 North, Range 2 West of the 5th P.M., City of Muscatine, Muscatine County, Iowa, commencing at the Northwest corner of Fair Oaks Addition to the City of Muscatine; thence North 00°09'41" East 16.72 feet along the East line of Park Avenue to the point of beginning; thence continuing North 00°09'41" East 381.20 feet along said East line; thence South 89°50'42" East 450.47 feet; thence North 00°09'41" East 403.00 feet to the South most line of Colorado Addition; thence South 89°50'42" East 349.53 feet; thence South 00°09'41" West 785.16 feet; thence North 89°46'34" West 800.00 feet to the point of beginning. Said parcel contains 10.243 acres and is subject to easements of record.

Said real estate shall be rezoned from R-3 Single-Family Residence to C-1 Neighborhood and General Commercial.

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed and this Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this 6th day of March, 2025.

CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

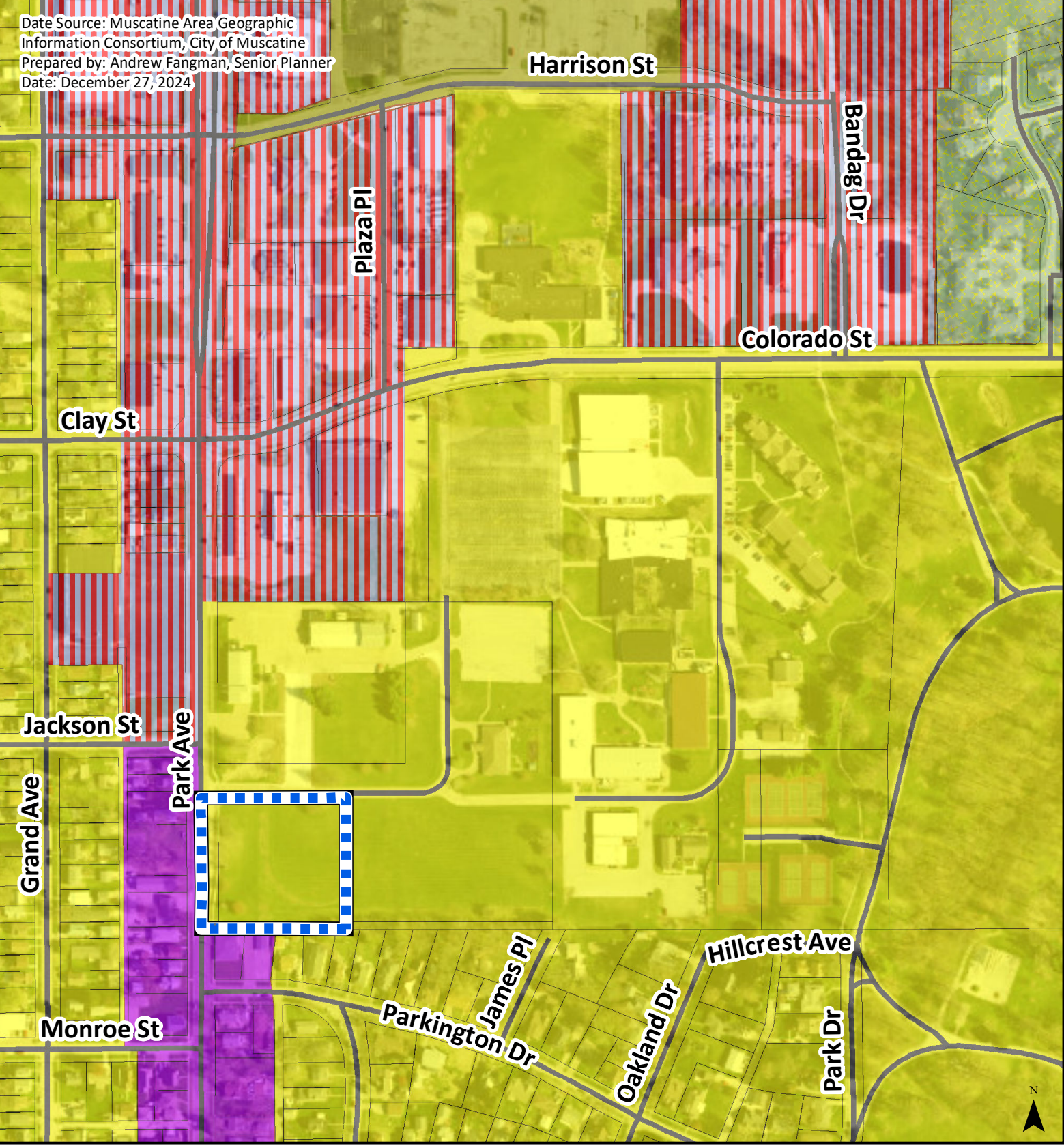
Attest:

By _____
Brad Bark, Mayor

Cinda Hilger, City Clerk

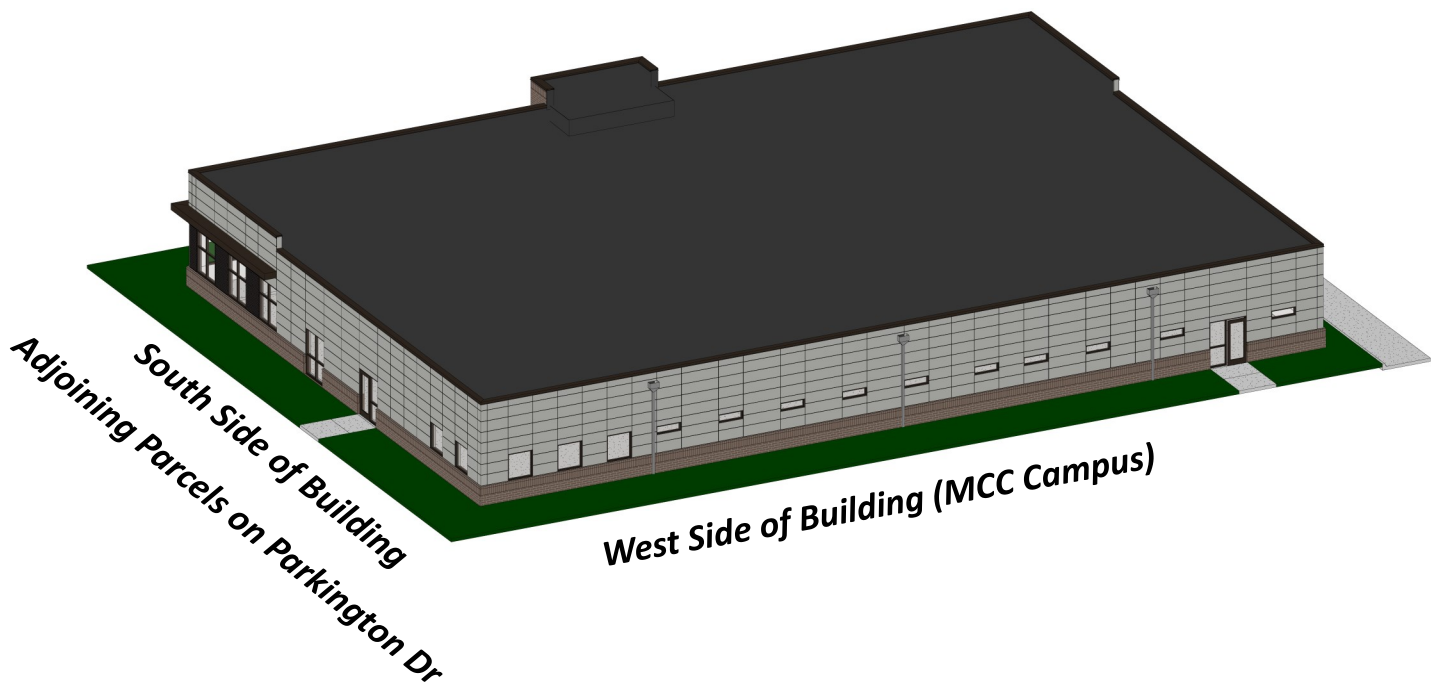
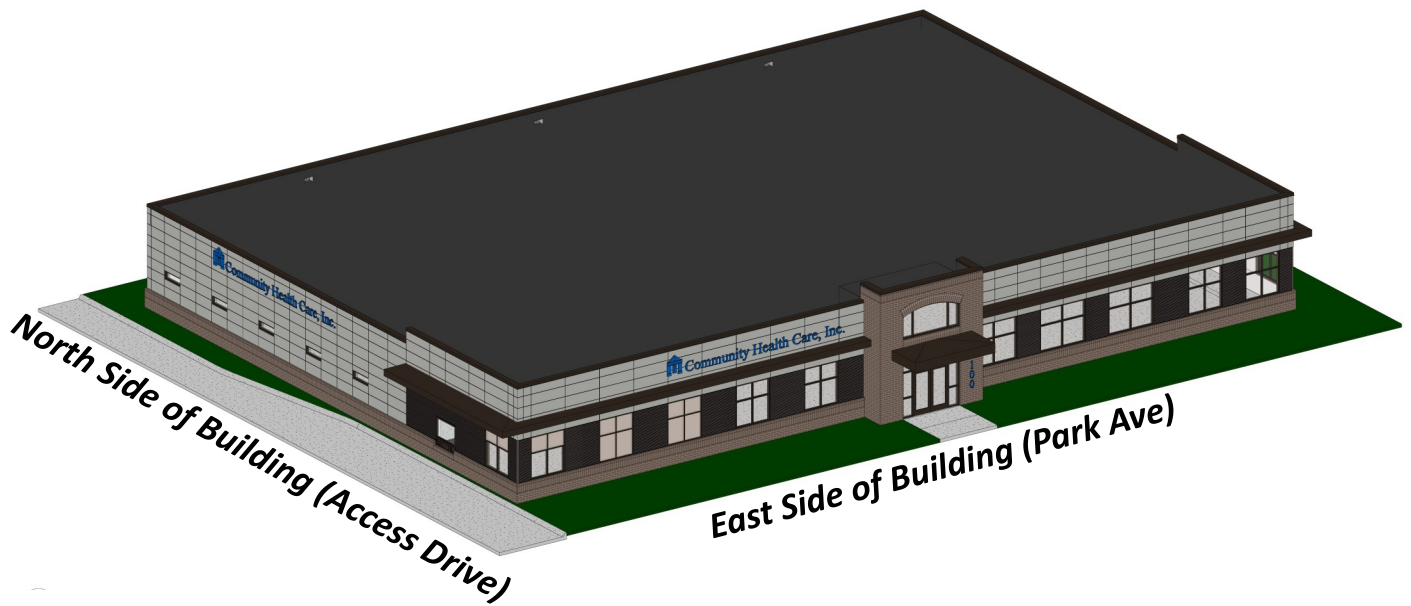
1st Reading - February 6, 2025
2nd Reading - February 20, 2025
3rd Reading - March 6, 2025
Publication

[illegible]



Muscatine Community College Rezoning

- | | | |
|--|--|---|
|  Subject Area |  C-1, Neighborhood and General Commercial |  S-1, Special Development District |
|  Parcel Lines |  R-3, Single Family Residential |  S-2, Institutional-Office District |
|  Subject Parcels |  RL Large Scale, Residential Development | |



Renderings of Proposed Clinic Building



City of Muscatine

ITEM NUMBER 2025-0044

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Third and Final Reading of Ordinance Amending Title 10 of City Code, Zoning, Creating the CF-Community Facility District.

EXECUTIVE SUMMARY

Presented for Council consideration is an amendment to Title 10 of City Code creating the Community Facilities Zoning District. The proposed district is intended to accommodate the needs of community facility types of land uses, such as but not limited to governmental offices, schools, hospitals, parks, cemeteries, religious institutions, police stations, fire stations, lift stations, recreational facilities, and golf courses. Muscatine's current zoning ordinance lacks a specific district tailored to the needs of community facilities, especially when located near residences. This amendment aims to create such a district, directly fulfilling Goal LU.9 of the Comprehensive Plan.

STAFF RECOMMENDATION

Than Planning and Zoning Commission voted 4 to 2 to recommend approval of this ordinance creating the Community Facility Zoning District.

Staff recommends approval of this proposed amendment to City Code.

BACKGROUND/DISCUSSION

An amendment to the text of this ordinance was made at its second reading at the February 20th City Council meeting. The intent of this amendment is to lessen the potential impact on adjoining residential areas of uses allowed under the proposed Community Facility Zoning District. To accomplish this, the following changes have been made to the proposed Community Facility Zoning District:

- *The maximum allowable height for building was reduced to 35 feet.*
- *The setbacks required for non-school, non-hospital uses, when adjoining residential areas, was increased.*
- *The addition of a requirement for a solid vegetative barrier between community facility uses*

and adjoining residences. Such a barrier is required to be of at least 35 feet in height at maturity. This requirement also included minimum planting sizes for the trees composing the barrier.

The City of Muscatine Zoning Ordinance does not have a specific zoning district primarily focused on community facility land uses. These non-commercial uses are primarily governmental or institutional in nature and include, but are not limited to, uses such as governmental offices, schools, hospitals, parks, cemeteries, religious institutions, police stations, fire stations, lift stations, recreational facilities, and golf courses.

Community facility uses fit well within non-residential zoning districts as they are simply a subset of non-residential land use. Allowed community facility uses within non-residential zoning districts generally correspond with similar types of commercial uses. For example, governmental offices are allowed in the same locations and must meet the same development standards as commercial offices.

However, community facility land uses do not fit as neatly within residential zoning districts. There is a tension between the desire to have many community facilities, such as schools and churches, in close proximity to residential areas and the potential problems that building size, intensity of use, and traffic generated by these facilities can cause for nearby residents when constructed under general commercial zoning. The way community facilities are permitted within residential zoning districts reflects this tension.

Many of these community facility type uses were established in residential areas before the adoption of the zoning ordinance, such as Muscatine Community College. Today, most community facilities are permitted within residential zones, but with significant restrictions to ensure compatibility with surrounding homes.

These restrictions may include:

- Larger lot sizes: Required for many community facilities.
- Increased setbacks: To provide greater buffer space between the facility and nearby residences.
- Higher allowable building heights: In some cases, though often with specific limitations.

Furthermore:

- Conditional use permits are often required for community facilities within residential zones.
- An approved site plan is mandatory for all non-residential development in residential areas.

These regulations effectively create a quasi-zoning district for community facilities within residential zones, despite the lack of a dedicated zoning category. This fragmented approach hinders a centralized and comprehensive planning framework for these important community assets and is not transparent to adjacent property owners.

Certain community facilities, such as higher education institutions, are not permitted in any residential zoning districts. Zoning districts that allow these uses often also permit a wide range of commercial and other non-residential uses. This presents a challenge when the goal is to allow community facilities while preventing potential future conversion to commercial uses.

The Comprehensive Plan's Goal LU.9 envisions the retention and enhancement of community facilities, such as government offices, schools, hospitals, and parks, as vital neighborhood centers. These facilities provide employment, services, and amenities. However, the expansion or construction of major community facilities must be carefully planned to avoid negative impacts on adjacent neighborhoods, such as housing stock loss, increased traffic congestion, or spillover parking.

While community facilities are recognized as compatible with residential development when appropriate standards are applied, Goal LU.9 acknowledges that these standards do not align well with the current structure of residential zoning districts. Community facilities are ideally suited for transitioning between commercial/industrial and residential land uses.

To address this, the Comprehensive Plan calls for the creation of a new community facility zoning district. This new district will be clear, consistent, and easy to understand. It will require an approved development plan, similar to how the R-L, S-3, and S-1 zoning districts currently operate in Muscatine. The proposed development plan for a new or substantially expanded community facility will be evaluated against the guidelines within the community facilities zoning district regulations and assessed for compatibility with surrounding land uses.

Attached is language for a new community facility zoning district. This district aims to create a specific zoning category for uses such as governmental offices, schools, hospitals, medical clinics, parks, cemeteries, religious institutions, police stations, fire stations, recreational facilities, and golf courses. This zoning will ensure that these community facilities can effectively serve their purpose while maintaining compatibility with surrounding residential areas. Rezoning a single parcel to this new community facility district within a residential area will not be considered spot zoning, provided the proposed use is compatible with the surrounding residential environment.

The proposed maximum height regulations for the CF district are based on height restrictions that the current Code establishes for permitted community facility uses within residential structures. Section 10-26-1(A) allows for public, semi-public, or public service buildings, hospitals, institutions, agricultural buildings, or schools, when permitted in a residential district, to exceed the maximum height limitation of the zoning district up to 60 feet. Religious buildings may be constructed to a height up to 75 feet.

However, when the underlying height restriction of the residential district is exceeded under this Section of Code, an additional one foot of setback is required for each foot that a structure exceeds the maximum height limit established for the residential zoning district in which it is

located. This additional setback is in addition to the setbacks already required under the zoning district. For example, in the R-3 zoning district, the maximum height limit is 35 feet. Section 10-26-1(A) would allow a 60-foot-tall church building to be constructed. However, if such a building was constructed to this height, the front and rear setback requirement would change from 25 feet to 50 feet, and the side yard setback would change from 6 feet to 31 feet.

It should also be noted that current code establishes minimum front and rear setbacks for hospitals of 100 feet and schools of 50 feet, regardless of structure height.

Structures of up to 60' or 75' are significantly taller than what is typically found in areas zoned primarily for single-family residences, where the maximum structure height allowed is 35' for residences, and most typical two-story homes do not exceed 25' to 30'. If the council feels that allowing for such tall structures is not in line with the community's desires, this would be a good opportunity to consider how tall community facilities should be allowed to be constructed, without specific approval by the Zoning Board of Adjustment after a public hearing on the matter.

To provide some perspective following is the heights of recently constructed non-residential building that were constructed in relatively close proximity to single family homes.

- New stand-alone gym being constructed at Susan Clark Jr. High: 34'
- Van Hecke Center at Muscatine High School: 35.5'
- New Clinic Building at the Hospital 48'
- Colorado Senior Lofts: 43'
- Grandview Senior Lofts: 43'

Creating the proposed CF zoning district will not automatically apply to any properties. For a specific property to be placed into the CF District the standard rezoning process will have to be followed.

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ord_2025-0044 (5)

**CITY OF MUSCATINE
ORDINANCE 2025-0044**

**AN ORDINANCE AMENDING TITLE 10 BY CREATING SUBSECTION 17A CREATING THE
COMMUNITY FACILITIES DISTRICT(CF)**

WHEREAS, The City of Muscatine Zoning Ordinance does not have a specific zoning district primarily focused on community facility land uses. These non-commercial uses are primarily governmental or institutional in nature and include, but are not limited to, uses such as governmental offices, schools, hospitals, parks, cemeteries, religious institutions, police stations, fire stations, lift stations, recreational facilities, and golf courses, etc; and

WHEREAS, The Comprehensive Plan's Goal LU.9 envisions the retention and enhancement of community facilities, such as government offices, schools, hospitals, and parks, as vital neighborhood centers. These facilities provide employment, services, and amenities. However, the expansion or construction of major community facilities must be carefully planned to avoid negative impacts on adjacent neighborhoods, such as housing stock loss, increased traffic congestion, or spillover parking; and

WHEREAS, While community facilities are recognized as compatible with residential development when appropriate standards are applied, Goal LU.9 acknowledges that these standards do not align well with the current structure of residential zoning districts. Community facilities are ideally suited for transitioning between commercial/industrial and residential land uses; and

WHEREAS, To address this, the Comprehensive Plan call for the creation of a new community facility zoning district. This new district will be clear, consistent, and easy to understand. It will require an approved development plan, similar to how the R-L, S-3, and S-1 zoning districts currently operate in Muscatine. The proposed development plan for a new or substantially expanded community facility will be evaluated against the guidelines within the community facilities zoning district regulations and assessed for compatibility with surrounding land uses; and

WHEREAS, A new community facility zoning district is being proposed, full text of the proposed district can be found muscatineiowa.gov. This district aims to create a specific zoning category for uses such as governmental offices, schools, hospitals, medical clinics, parks, cemeteries, religious institutions, police stations, fire stations, recreational facilities, and golf courses; and

WHEREAS, A new community facility zoning district is being proposed, full text of the proposed district can be found muscatineiowa.gov. This district aims to create a specific zoning category for uses such as governmental offices, schools, hospitals, medical clinics, parks, cemeteries, religious institutions, police stations, fire stations, recreational facilities, and golf courses; and

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

SECTION 1: **ADOPTION** “CHAPTER 10-17A COMMUNITY FACILITY DISTRICT - (CF)” of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

CHAPTER 10-17A COMMUNITY FACILITY DISTRICT - (CF)(Added)

SECTION 2: **ADOPTION** “10-17A-1 Intent” of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

10-17A-1 Intent(Added)

The intent of this district is to retain and enhance community facilities, such as governmental offices, schools, hospitals, medical clinics, parks, cemeteries, religious institutions, police stations, fire stations, recreational facilities, golf courses, etc. as important neighborhood centers and providers of employment, services and amenities, and ensuring that community facilities are compatible residential development. The rezoning of single parcel to a new community facility zoning district in an area zoned for residential use is not considered to be spot zoning so long as the proposed community facility use is compatible with the surrounding residential uses.

SECTION 3: **ADOPTION** “10-17A-2 Permissive Uses” of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

10-17A-2 Permissive Uses(Added)

- A. Hospital
- B. Medical clinics, not including veterinary clinics
- C. Cemetery
- D. Parks
- E. Public and private recreational uses
- F. Place of worship
- G. Schools
- H. Residential uses directly associated with an educational or religious use on the same parcel
- I. Government building or office
- J. Golf course
- K. Community center, library, museum, or similar public building
- L. Utility substation
- M. Communication tower

SECTION 4: **ADOPTION** “10-17A-3 Dimensional Standards” of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

10-17A-3 Dimensional Standards(*Added*)

A. Maximum height of structures: 35 feet

B. Minimum yard depth:

1. Minimum yard depth shall be as indicated on the following table:

2. 

Use	Zoning of parcel adjacent to or across the street from yard					
	Residential			Non-Residential		
	Front	Side	Rear	Front	Side	Rear
Hospital	25'	10'	20'	20'	6'	20'
All Other permitted uses	25'	5'		20'	6'	20'

C. Minimum parcel frontage: None

D. Minimum parcel size

1. Hospital: 5 acres
2. School: 20,000 square feet
3. All other permitted uses: None

E. Maximum Parcel Coverage

1. No more than 50% of a parcel may be occupied by structures.

SECTION 5: **ADOPTION** “10-17A-4 Screening And Landscaped Buffers” of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

10-17A-4 Screening And Landscaped Buffers(*Added*)

A. Areas directly adjacent to residential properties shall be screened with a landscaped buffer meeting the following criteria:

1. Vegetive barriers shall be composed of trees that form a solid barrier of at least 35' at maturity.
2. At the time of planting, trees shall meet the following minimum size criteria:
 - a. Non-coniferous: 3" caliber
 - b. Coniferous: 8' height

B. Screening of Trash Receptacles

In such cases where new construction or substantial improvements of a nonresidential nature are proposed adjacent to existing residential units or in a location visible from a public street, outside trash receptacles and outside storage of equipment shall be screened from view by fencing (at least 75% opaque) or landscaping of sufficient height and density to provide screening at maturity or within 3 years.

SECTION 6: **ADOPTION** “10-17A-5 General Requirements” of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

10-17A-5 General Requirements(*Added*)

A. Site Plan Review

Approval of a site plan in accordance with Section 10-2-7(I) is required for:

1. All new construction
2. Remodeling, modification, or alteration of an existing structure(s) that increase the square footage by 50% or more.

B. Outdoor Lighting

In such cases where new construction or substantial improvements of nonresidential nature are proposed adjacent to existing residential units, no direct outside lighting shall shine onto adjacent property.

SECTION 7: **AMENDMENT** “10-26-1 Exceptions To Height Limits” of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

10-26-1 Exceptions To Height Limits

Height limits may be exceeded in the following instances:

- A. Public, semi-public, or public service buildings, hospitals, institutions, agricultural buildings, or schools when permitted in a district, other than the CF District, may be erected to a height not exceeding sixty feet (60') and churches and temples may be erected to a height not exceeding seventy-five feet (75'), if the building is set back from each yard line at least one foot (1') for each foot of additional building height above the height limit otherwise permitted in the district in which the building is built.

Setback* = Y + (H - M)

*: Setback for Building Exceeding Maximum Allowed Height as per 10-26-1(A)
Y: Minimum Yard Depth as per Zoning District
H: Height of the highest point of building
M: Maximum Structure Height as per Zoning District

- B. Church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, stacks, conveyors, and flag poles may be erected to such height as may be authorized by the City Council.
- C. The height of towers, transmission equipment, and wireless supports structures as defined in Section 10-30-2 shall be regulated by Chapter 30.

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

Presiding Officer

Attest

Dr. Brad Bark, Mayor, City of Muscatine

Cinda Hilger, City Clerk, City of Muscatine



City of Muscatine

ITEM NUMBER 2025-0051

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

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

SUBJECT

Request to Waive Third Reading and to Approve on Second and Final Reading of Ordinance Amending Title 3 - Public Ways, Chapter 5- Public Parks, Section 10 - Other Regulations to Remove Subsection S - Prohibiting Those Over Fourteen in Age From Fishing in the Weed Park Lagoon

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve the removal of the City ordinance requiring people to be 14 years of age or younger to be able to fish in the Weed Park Lagoon.

STAFF RECOMMENDATION

City staff recommends approval of the removal of the ordinance.

BACKGROUND/DISCUSSION

Weed Park was donated to the City of Muscatine in 1899 by Dr. James and Mary Weed. Located within Weed Park is a body of water called the "Weed Park Lagoon" where citizens can fish and enjoy passive recreation experiences. During the recent construction project with the lagoon, the Iowa DNR approached the City and offered to manage and stock the lagoon with appropriate fish species if the City would change the ordinance limiting the age of people who could fish in the lagoon. Attached is the proposed fish stocking plan provided by the Iowa DNR.

The current City Ordinance Title 3 - Public Ways and Property, Chapter 5 - Public Parks 3-5-10 S States "It Shall Be Unlawful To: Fish in the lagoon, unless such person is age fourteen (14) or under".

The request to the City Council is to remove the restrictive ordinance so that all citizens may legally fish in the Weed Park Lagoon as long as they follow Iowa DNR normal fishing requirements. The Muscatine Parks and Recreation Advisory Commission did endorse this request as well.

CITY FINANCIAL IMPACT

The Iowa DNR will stock the Weed Park Lagoon with appropriate species of fish for a period of twenty years if the fishing age limitation is removed.

ATTACHMENTS

1. IOWA DNR letter
2. Ord_2024-0051 (2)

Hey Richard-

Good to hear from you!!

To get things started, I'll need to submit a fish stocking request for Weed Park Lagoon as part of my overall district fish stocking request this month. I've documented Weed Park Lagoon as being 2.5 acres in size (includes both portions of the lagoon). I just remeasured on Google Earth and this seems to be in the ballpark.

The Weed Park Lagoon fish stocking request would look like this (Species/Size/Stocking Rate/Total Number/Time Period):

Initial Stockings

1. Channel Catfish, 2" fingerlings, 100/acre, 250, Spring 2025
2. Bluegill, 1-2" fingerlings, 1000/acre, 2500, Fall 2025
3. Redear sunfish, 1-2" fingerlings, 500/acre, 1250, Fall 2025
3. Largemouth Bass, 1-2" fingerlings, 100/acre, 250, Spring 2026

There needs to be seasonal separation between stockings of bluegill/redear sunfish and largemouth bass to allow growth of the bluegill. A portion of those bluegill/redear sunfish will reach maturity and produce a year class of their own before the bass stocking. The young bass will then have plenty of bluegill/redear sunfish forage to feed on. Channel cats will survive on large aquatic and terrestrial insects, amphibian larvae, vegetation, etc.; timing is not as critical as it is with the centrarchid (sunfish) species.

Things of note: We do not stock crappie in ponds under 10 acres in size as they are very prolific breeders and can become overabundant where bass populations are not vast in size. We do not stock hybrid sunfish species of any sort as they do not produce enough young to adequately feed the largemouth bass population; also, they backcross hybrid to hybrid and subsequent progeny have diminished quality. Grass carp are not needed unless the pond is colonized by 20-25% submersed rooted aquatic vegetation (they DO NOT readily consume filamentous algae or duckweed). We can discuss the need for grass carp moving forward, but there may be many better options available for controlling aquatic vegetation.

Maintenance Stockings

1. Channel Catfish, 8" advanced fingerlings, 100/acre, 250, every other year following initial stocking
2. Bluegill, redear sunfish, and largemouth bass will support themselves via natural reproduction, so no subsequent stockings are needed.

We do prefer that public water bodies follow statewide fishing regulations:

15 inch minimum length limit on largemouth bass
25 daily bag limit/No possession limit on bluegill
8 daily bag limit/30 possession limit on channel catfish
No regulations on redear sunfish

There is no scientific reason to have kids only/catch and release/other special regulations as Iowa DNR Fisheries staff will provide long-term support of populations via fish management activities. Catch and release may actually contribute to reduced growth because fish survival

may be too high. This results in too many individuals with not enough shared resources which can lead to stunting (reduced length and condition).

Our biggest challenge moving forward may be overharvest of largemouth bass (for various reasons ranging from high fishing pressure, kids keeping large bass out of the water too long, some illegal harvest, etc.). Over time, we can determine if periodic maintenance stockings of advanced fingerling bass are needed, but that need will be assessed moving forward. These sorts of bass stockings can help get things back on track if this situation develops.

All of the fish stockings listed above will be free-of-charge given the city is willing to lift any special regulations at Weed Park Lagoon and abide by statewide regulations.

Were you able to install a maintenance ramp of some sort that will allow us to launch a boat and survey the pond periodically in future years? That will allow us to keep a pretty good eye on things and make adjustments as necessary.

Please let me know if you have any questions.

Thanks,
Chad Dolan, Iowa DNR

**CITY OF MUSCATINE
ORDINANCE 2024-0051**

**AN ORDINANCE AMENDING TITLE 3 - PUBLIC WAYS, CHAPTER 5 - PUBLIC
PARKS, SECTION 10-OTHER REGULATIONS, TO REMOVE SUBSECTION S
PROHIBITING THOSE OVER FOURTEEN IN AGE FROM FISHING IN THE
WEED PARK LAGOON**

WHEREAS, Section 3-5-10(S) of City Code prohibits anyone over the age of fourteen from fishing in the Weed Park Lagoon; and

WHEREAS, a project to rehabilitate the Weed Park Lagoon has recently been completed; and

WHEREAS, these improvements to the Weed Park Lagoon have made it more suitable as a fish habitat, thereby qualifying it for the Iowa Department of Natural Resources' fish stocking program; and

WHEREAS, under this stocking program the DNR would regularly, at its own expense, stock the Weed Park Lagoon with suitable fish; and

WHEREAS, in order for the City to be eligible, under DNR rules, to participate in the fish stock program the prohibition of those over age fourteen from fishing in the Weed Park Lagoon must first be removed.

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

SECTION 1: **AMENDMENT** “3-5-10 Other Regulations” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

3-5-10 Other Regulations

It shall be unlawful to:

- A. Operate radio controlled equipment in the Parks, except as authorized by the Parks and Recreation Department.
- B. Move benches, seats, and tables from their places, except on picnic grounds within designated areas.
- C. Loiter in any Park workshop or interfere with any Park employee performing his or her duties.
- D. Willfully mark, deface, disfigure, injure, tamper with, displace, or remove any

- building, bridge, table, bench, fireplace, railing, paving or paving material, waterline or other public utility or part thereof, sign, notice or placard, whether temporary or permanent, monument, stake, post, or other boundary marker, or other structure or equipment, facility, park property, or appurtenance whatsoever, either real or personal.
- E. Throw discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, or other body of water in or adjacent to any park, any substance, matter of thing, liquid, or solid which will or may result in the pollution of said waters.
 - F. Bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash. No such refuse or trash shall be left anywhere on the grounds, but shall be placed in the proper receptacles where these are provided; where receptacles are not provided, such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.
 - G. Pick or cut, break, or in any way injure or deface any tree, shrub, or plant; remove any wildflower, flower, tree, shrub, plant, or any soil or material of any kind; dig in or otherwise disturb grass areas; or in any other way injure or impair the natural beauty or usefulness of any park area.
 - H. Light or make use of any fire in the parks, except such portions thereof as may be designated by the Parks and Recreation Department for such purpose.
 - I. Post, paste, fasten, paint, or affix any placard, bill, notice, or sign upon any structure, tree, stone, fence, or enclosure, unless approved by the Parks and Recreation Department and provided such is not in violation of the City's sign ordinance.
 - J. Distribute, cast, throw, or place any handbill, pamphlet, circular, advertisement, or notice of any kind for commercial purposes without approval.
 - K. Sell or offer for sale any article or service without a permit as required by the City of Muscatine.
 - L. Beg or solicit alms.
 - M. Carry any firearms, air or pellet guns, bows and arrows, rockets, weapons, firecrackers, fireworks, or other explosives, except as permitted by the City of Muscatine.
 - N. Carry, possess, drink alcoholic beverages, including beer, except at the Municipal Golf Course and special events at the riverfront from Mad Creek to Broadway Street extended between Mississippi Drive and the Mississippi River, when a permit has been issued by the City Council pursuant to Title 5, Chapter 1 of the City Code. ⁱⁱ
 - O. Possess, use, or transfer any controlled substance.
 - P. Disturb the peace.
 - Q. Endanger the safety of any person by any conduct or act.
 - R. Swim, bathe, or wade in any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefore and in compliance with such regulations as are permitted by the City of Muscatine.
 - ~~S. Fish in the lagoon, unless such person is age fourteen (14) or under.~~

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF MUSCATINE CITY COUNCIL

_____.

Presiding Officer

Attest

Dr. Brad Bark, Mayor, City of
Muscatine

Cinda Hilger, City Clerk, City of
Muscatine



City of Muscatine

ITEM NUMBER 2025-0084

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Resolution to Approve the Plans and Specifications for the Lake Park Bridge Deck Overlay Project. (Public Hearing C)

EXECUTIVE SUMMARY

Presented for council consideration is a resolution to approve the plans and specifications for the Lake Park Bridge Deck Overlay Project.

STAFF RECOMMENDATION

Adopt the resolution.

BACKGROUND/DISCUSSION

The bridge on Lake Park Boulevard over Mad Creek is in need of new decking. Across the multiple bridge inspections, it has been noted that the deck of the bridge has large spalls in the concrete that have been patched back with asphalt. The concrete under the asphalt is continuing to deteriorate. If left for too long, the bridge deck would deteriorate to the point where the only feasible maintenance would be full replacement. The rating of the decking is a 5 out of 10 currently. The substructure (structural supporting portion) of the bridge is rated a 7 out of 10, indicating significant useful life in the remainder of the structure. Bids will be due March 27, 2025. Construction is anticipated to begin in April with a completion date in mid summer.

CITY FINANCIAL IMPACT

Funds are available through Road Use Tax.

ATTACHMENTS

1. Resolution approving Plans and Specs
2. Lakepark Bridge - Final Plans
3. Lakepark Bridge Deck Repair Specifications

RESOLUTION NO. 2024-0084_____

**APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST
ESTIMATE FOR THE LAKE PARK BRIDGE DECK OVERLAY PROJECT**

WHEREAS, there is on file in the Public Works Department a copy of the plans, specifications, form of contract, and notice to bidders for the proposed Lake Park Bridge Deck Overlay Project; and

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

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

1. All objections to the foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are overruled.
2. The foregoing plans, specifications, form of contract, and cost estimate are finally approved.
3. Date for Receipt of Bids is set for March 27, 2025 at 2:00 pm

PASSED, APPROVED, AND ADOPTED THIS 6th DAY OF MARCH, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

Index of Sheets	
No.	Description
V.1	Title Sheet
V.2	Vicinity Map and Legend
V.3	Quantities and General Notes
V.4	Situation Plan
V.5	Deck Sounding Details
V.6	Deck Overlay Details
V.7	East Curb & Fascias - Repair Details
V.8	West Curb & Fascias - Repair Details
V.9	Concrete Repair Details
V.10	Traffic Control Details



PLANS OF PROPOSED IMPROVEMENT ON THE
URBAN ROAD SYSTEM

CITY OF MUSCATINE

BRIDGE DECK OVERLAY

IN THE CITY OF MUSCATINE ON
LAKE PARK BLVD OVER MAD CREEK

Refer to the Plan Sheets for list of applicable specifications.

Value Engineering Saves. Refer to Article 1105.14 of the Specifications.



	TOTAL SHEETS
	10
FHWA NUMBER	
008450	
V&K PROJECT NUMBER	
20820	

2022 Traffic Count = 2,710 V.P.D.
Mileage Summary:

Bridge at Sta. 30+36.00 = 192.33 Lin. Ft. = 0.0364 Miles

Index Of Seals		
Sheet No.	Name	Type
V.1	Mark C. Currie	Structural Design

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

Mark C. Currie

9-17-2024

Date

Printed or Typed Name

Mark C. Currie

My license renewal date is December 31,

2025

Date

Pages or sheets covered by this seal:

All Sheets

City of Muscatine, Iowa

Approved: City Engineer

Kevin Coon

9-20-2024

Date:

Item No.	Item Code	Item	Unit	Quantities Estimated	Quantities As-Built	Estimate Reference Notes
1	2214-5145150	Pavement Scarification	SY	640.00		-
2	2413-0698041	Deck Over-Depth Overlay (Class O PCC)	SY	640.00		Includes cleaning existing concrete curbs and furnishing and placing concrete sealer. Includes CF Joint replacement at end of deck. Includes splash basin under northwest deck drain. See Splash Basin details and notes on this sheet.
3	2413-0698081	Deck Repair, Class A, Special	SY	82.3		See general notes for Class A, Special Deck Repair quantity information.
4	2426-6772016	Concrete Repair	SF	62.2		-
5	2507-6799000	Bank Shaping	LS	1.00		Includes all necessary shaping, excavation, filling, and compacting necessary to achieve a smooth, consistent berm slope in the vicinity of Pier No. 1.
6	2528-2518000	Safety Closure	EACH	2		See Tab. 108-13A on Sheet V.10.
7	2528-4885110	Traffic Control	LS	1.00		Lump sum price includes furnishing signs, barricades, flashers, and other miscellaneous traffic control items specified. Includes set up, maintenance, removal, and miscellaneous associated work. See Traffic Control Plan on Sheet V.10 for details.
8	2533-4980005	Mobilization	LS	1.00		-

This design is for repairs to the existing 188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge on Lake Park Blvd. over Mad Creek. See Situation Plan for list of repair items.

Faint lines on plans indicate existing portions of the bridge.

Minimum clear distance from face of concrete to near reinforcing bar is to be 2" unless otherwise noted or shown.

English Size	3	4	5	6	7	8	9	10	11
Bar Designation	10	13	16	19	22	25	29	32	36

The top and interior faces of the existing concrete curbs are to be cleaned and sealed in accordance with Article 2403.03, P, of the Standard Specifications. If new sections of curb are constructed, the new sections shall not be sealed. All costs associated with cleaning and sealing of the concrete curb shall be included in the unit price bid item " Deck Over-Depth Overlay ".

Present deck thickness is about 7½ inches. The Contractor shall exercise care in order to prevent unnecessary removal of concrete below the top of the top reinforcing. The energy of hand tools shall be restricted near the bottom of the designated Class A, Special Deck Repair areas in order to prevent unbonding of reinforcing. No concrete shall be removed below the top of the top longitudinal reinforcing without prior permission from the Bridge Engineer.

Ready mix trucks are not allowed on the prepared portion of the bridge deck.

The Contractor shall shape, trim, and dress the berm in vicinity of Pier No. 1 as directed by the Engineer, existing high and low areas shall be cut or filled and compacted to create a more even berm surface. Costs for all equipment, material, and labor to perform this work are included in the lump sum unit price for "Bank Shaping", no additional measurement shall be made.

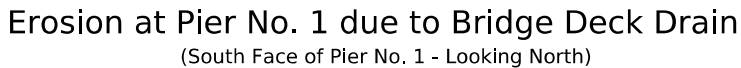
Design: AASHTO series of 2002.

Developmental Specifications for Bridge Deck Over-Depth Repair and Overlay.

Design stresses for the following materials are in accordance with the AASHTO Standard Specifications for Highway Bridges, Series of 2002.
Concrete in accordance with Section 8, $f'_c = 4.0$ ksi.
Reinforcing steel in accordance with Section 8, Grade 60.

The cost of furnishing and placing splash basins (including excavation, erosion stone, and engineering fabric) is to be included in the price bid for Deck Over-Depth Overlay (Class O PCC).

Total number of splash basins = 1.



Traffic Control Plan
The roadway will be closed to thru traffic. Refer to the Traffic Control Plan shown elsewhere in these plans.

Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

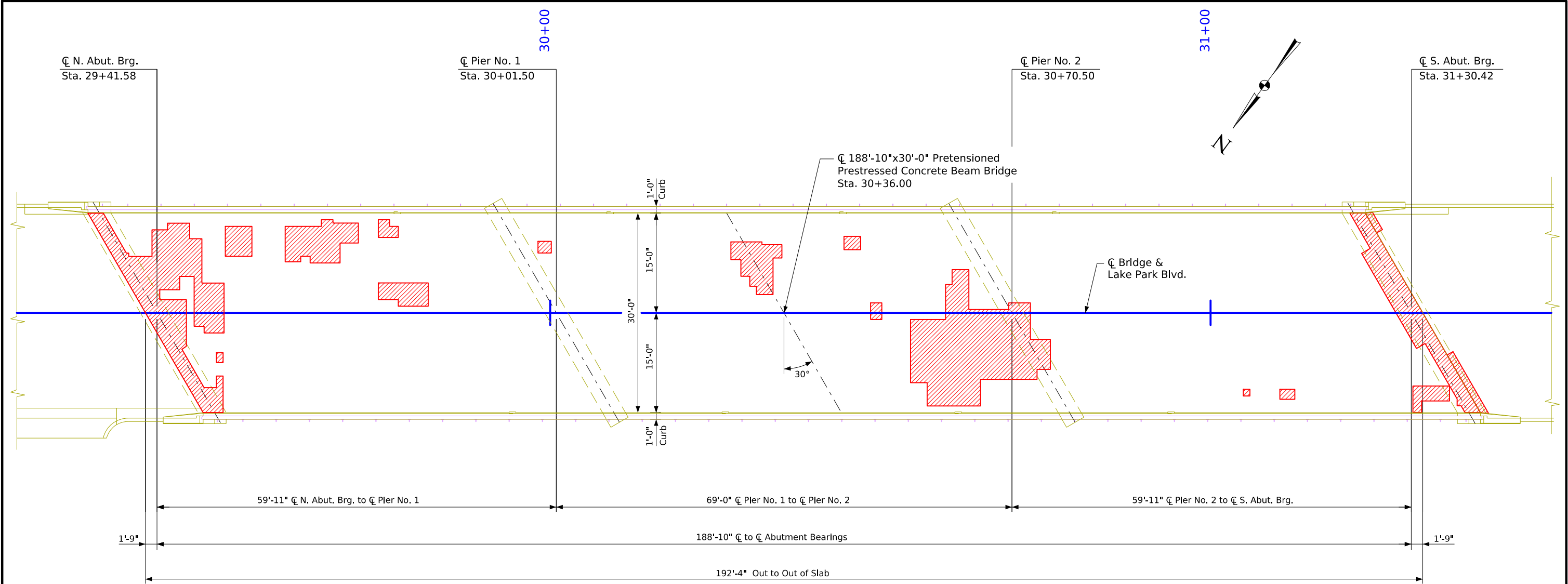
59'-11" End Spans 69'-0" Interior Span

Quantities and General Notes

STA. 30+36.00 (Lake Park Blvd.) Sept. 2025

City of Muscatine

FHWA No. 008450



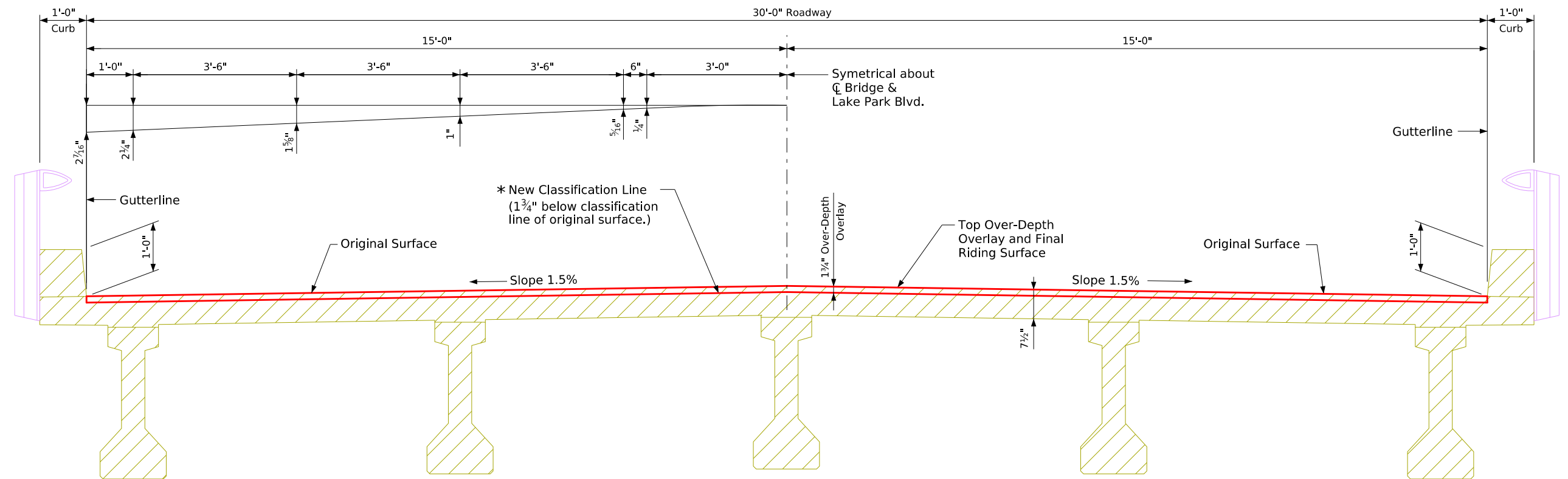
Survey Plot
(Hatched areas = Top of Deck Areas of Delamination = Approximately 82.3 Sq. Yd.)
(Not to Scale)

Legend	
	Class A, Special Repair Area

Notes:
Data shown is estimated from Bridge Deck Survey dated 10-26-2023.

Limits on Class A, Special Deck Repair areas are approximate. Actual areas designated by the Engineer shall be repaired.

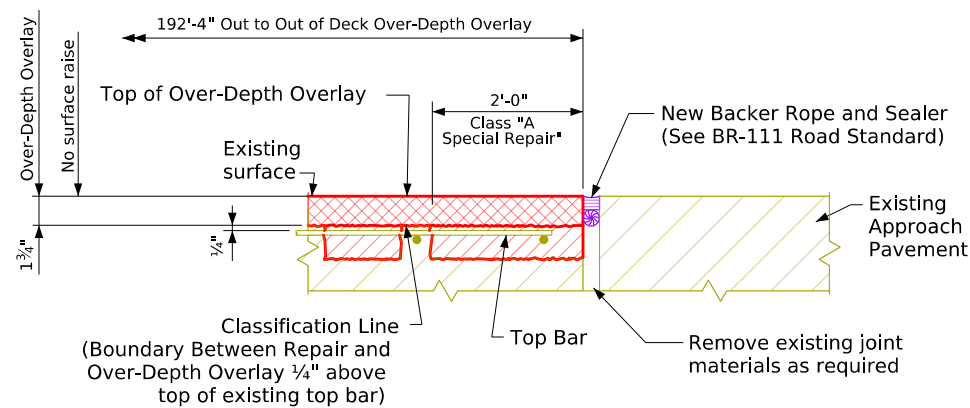
Design For 30° Skew R.A.	
188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge	
59'-11" End Spans	69'-0" Interior Span
Deck Sounding Details	
STA. 30+36.00 (Lake Park Blvd.)	Sept. 2024
City of Muscatine	



Typical Section

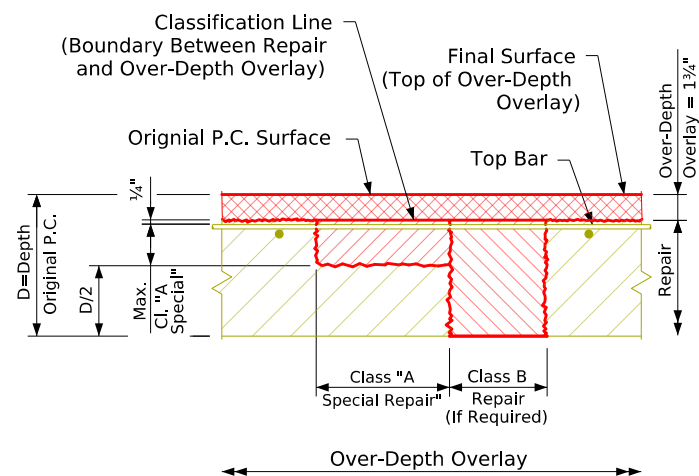
(Looking Upstation)

* Existing deck has approximately 2" cover over top mat of reinforcement.

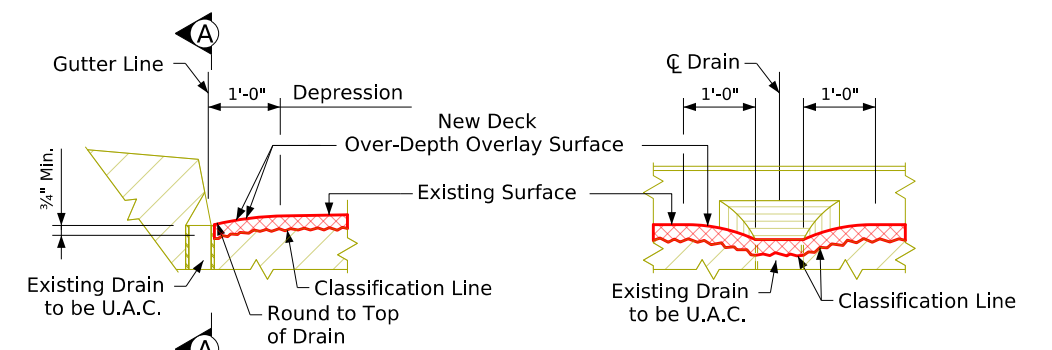


Part Longitudinal Section Along Roadway

Both Abutments



Repair and Over-Depth Overlay Definition



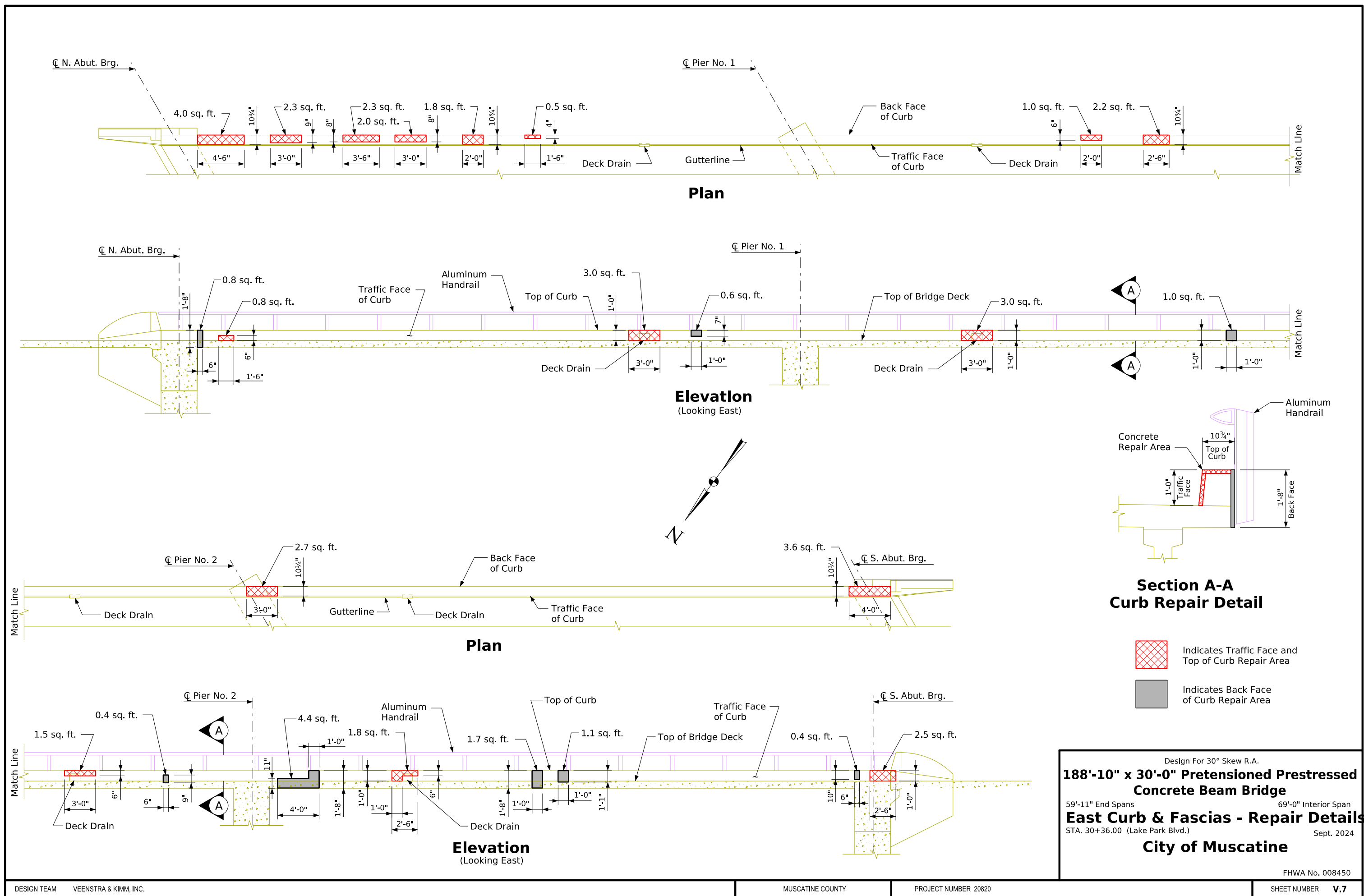
Section A-A

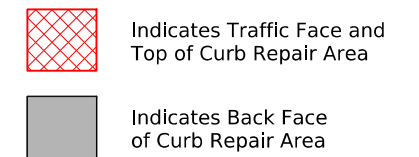
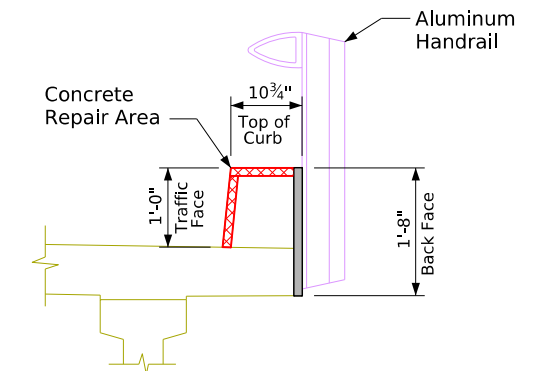
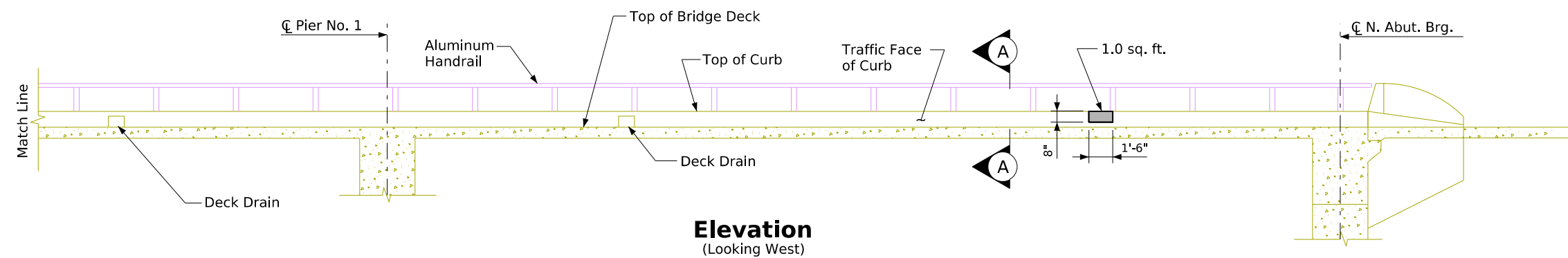
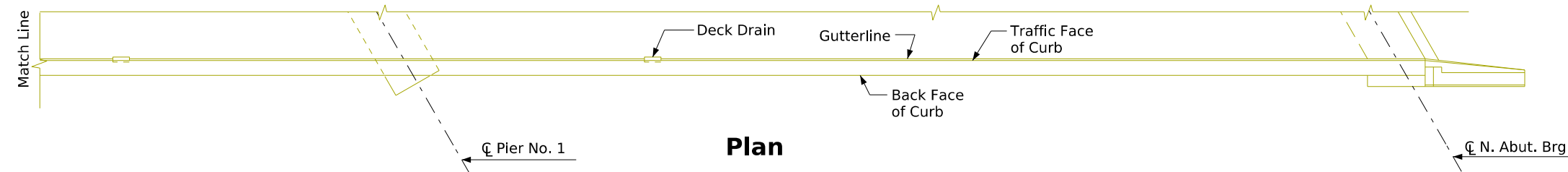
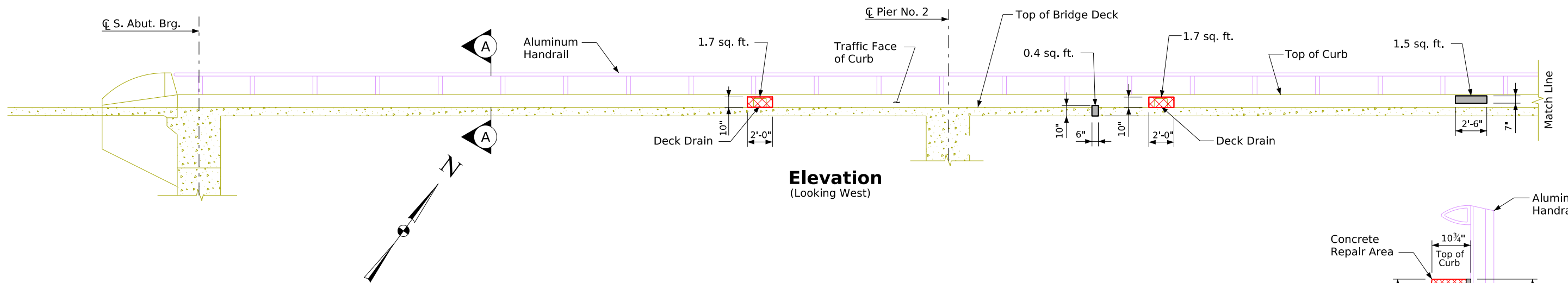
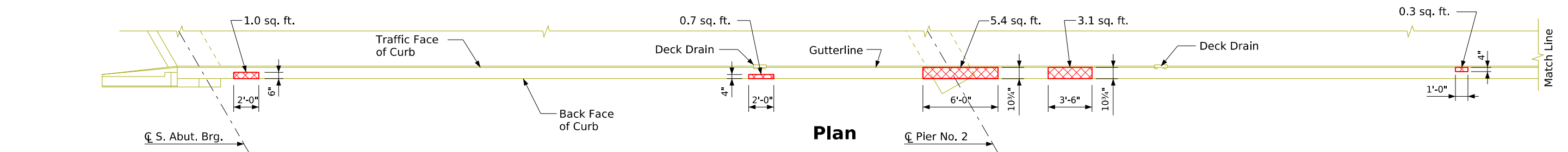
Deck Repair Detail at Drain

(Required at 8 Locations)

Design For 30° Skew R.A.
188'-10" x 30'-0" Prestensioned Prestressed Concrete Beam Bridge
 59'-11" End Spans 69'-0" Interior Span
Deck Overlay Details
 STA. 30+36.00 (Lake Park Blvd.) Sept. 2024
City of Muscatine

FHWA No. 008450





Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

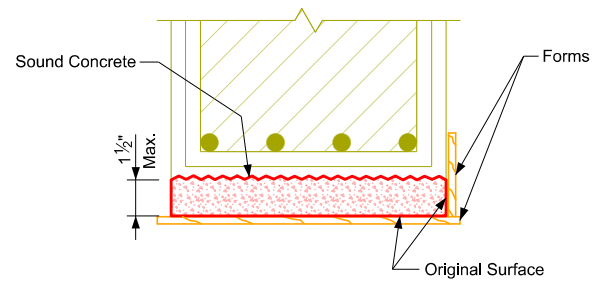
59'-11" End Spans 69'-0" Interior Span

West Curb & Fascias - Repair Details

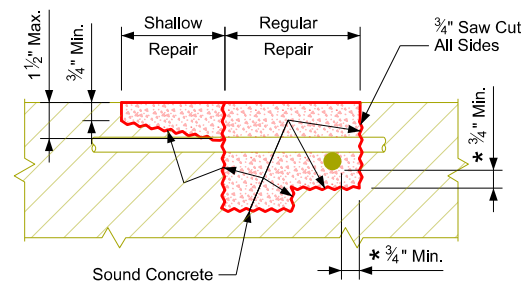
STA. 30+36.00 (Lake Park Blvd.) Sept. 2024

City of Muscatine

FHWA No. 008450

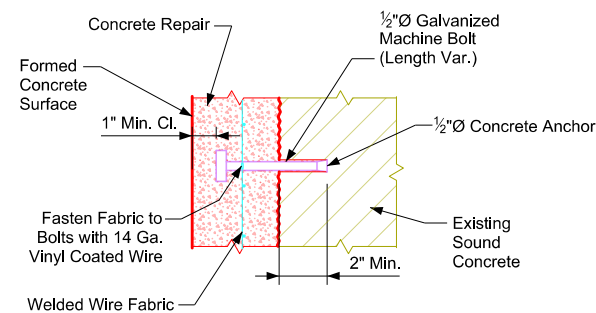


Shallow Repair Bottom Surface



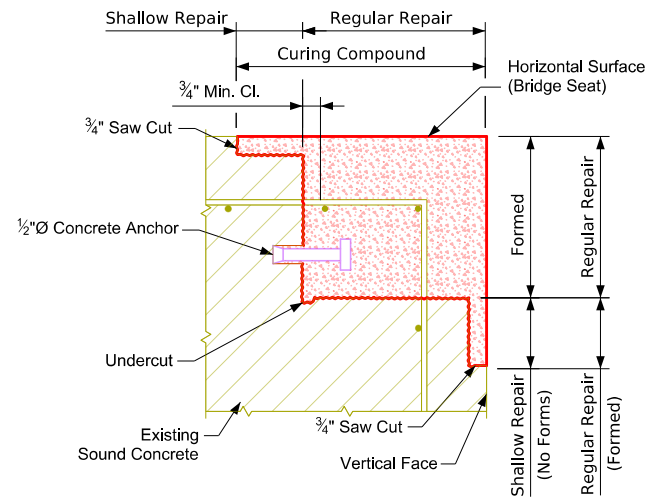
Repair Definition

* Indicates Clearance for an Un-Bonded Rebar.

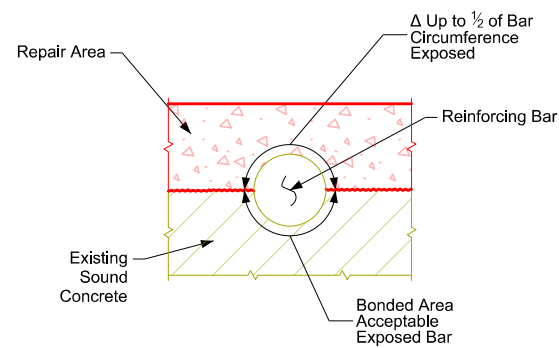


Anchor Detail

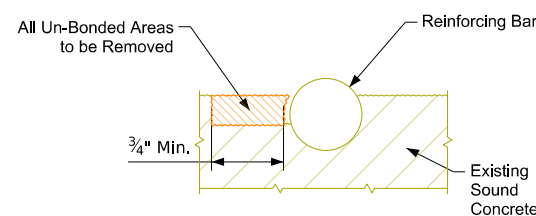
For Spacing and Use of Concrete Anchors and WWF See the Repair Notes.



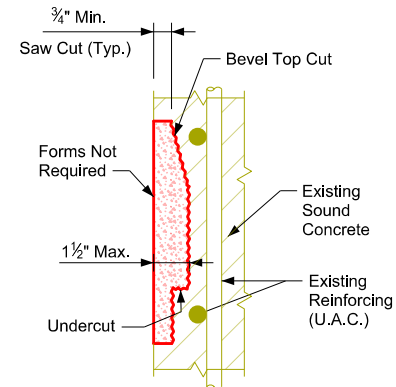
Corner Repair



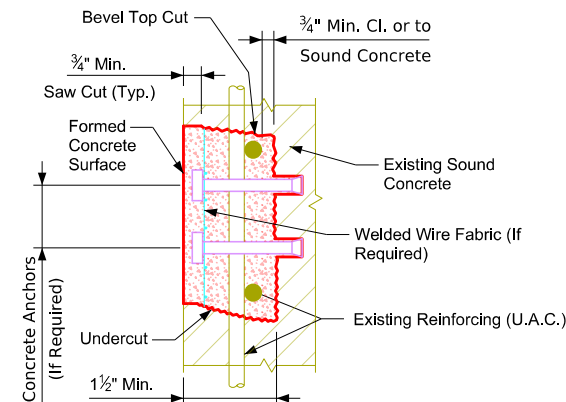
Δ If more than 1/2 of the rebar is exposed it shall be treated as an un-bonded rebar.



Concrete Removal Adjacent to Reinforcing



Shallow Repair Vertical Face



Regular Repair Vertical Face

Repair Notes:

The spalled and hollow areas of this bridge as noted and shown in these plans shall be repaired as follows:

- All the costs of equipment and materials required to repair the spalled and hollow areas of this bridge shall be included in the price bid for "Concrete Repair".
- The price bid for "Concrete Repair" shall include the cost of all concrete anchors and welded wire fabric required by the plans.
- The Engineer shall determine and outline by visual and audible inspection the actual areas of the concrete repairs. The Contractor shall be paid for the actual amount of repairs made on a square foot basis based on the price bid per square foot.
- All existing reinforcing bars that are exposed by the concrete removal shall be cleaned and carefully incorporated into the new work, except badly deteriorated existing reinforcing which shall be replaced as directed by the Engineer.
- The concrete anchors required shall have a minimum pull out of 5,000 lbs based on 4,000 psi concrete. An anchor meeting the requirements of Iowa D.O.T. Materials I.M. 453.09 and the pull out load above is required. The anchors shall be galvanized and shall be installed according to recommendations of the Manufacturer. The cost of furnishing and installing the concrete anchors shall be included in the price bid for "Concrete Repair".
- The welded wire fabric shall be ASTM A185 and galvanized as per ASTM A-641. The WWF wires shall be spaced 3x3 or 4x4 and the wires shall have a nominal area of 0.014 to 0.029 sq in inclusive, example "WWF 3x3 - W1.4xW2.9".

Where reinforcement has been exposed and clearance around the periphery of the existing bar is provided, no supplemental reinforcing is required, except where existing reinforcement density and pattern are such that individual open spaces between bars are of 1.5 sq ft or larger. For this condition 1/2" Ø concrete anchors and welded wire fabric shall be installed at the rate of one concrete anchor with WWF per each 1.5 sq ft of area within each open space.

Repairing the structural concrete shall be in accordance with Section 2426, of the Standard Specifications.

Concrete Placement Quantities

Mark	Type	Units	Quantity
①	Shallow Repair	Sq. Ft.	0.0
②	Regular Repair	Sq. Ft.	62.2
Total (Sq. Ft.)			62.2

Estimated Concrete Repair Quantities

Description	Units	Amount
Concrete Repair	Sq. Ft.	62.2

Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

59'-11" End Spans

69'-0" Interior Span

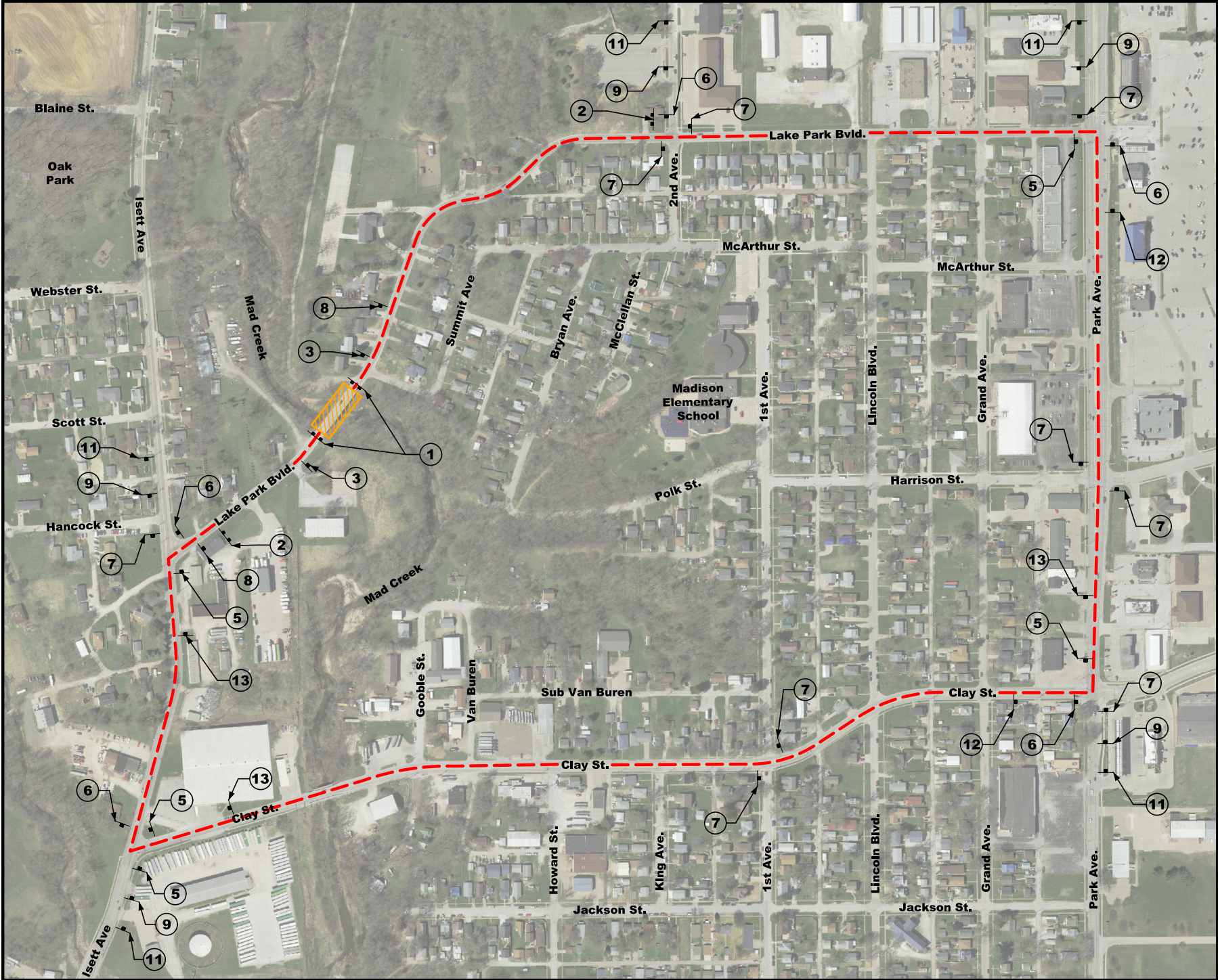
Concrete Repair Details

STA. 30+36.00 (Lake Park Blvd.)

Sept. 2024

City of Muscatine

FHWA No. 008450



General Notes:

This sheet illustrates traffic control necessary to detour the project route.

All "Stop" or other regulatory signs on side roads are not to be disturbed. If a "Stop" or other regulatory sign must be moved, it will be relocated by the contracting authority.

Traffic Control Plan

- 1. Traffic control on this project shall be in accordance with the detour route shown on this sheet and Standard Road Plan TC-252. The project route will be closed to traffic. Traffic control devices, procedures, and layouts shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the Department per 761 of the Iowa Administration Code (IAC) Chapter 130.
- 2. Route will be closed to vehicular traffic during construction.
- 3. This layout may not include all barricades as may be required by Section 2518 of the Standard Specifications or Road Standard TC-252, however, traffic control at the project location is to be in accordance with Section 2518 of the Standard Specifications and/or Road Standard TC-252 as required.
- 4. All traffic control devices shall be furnished, erected, maintained and removed by the Contractor. All signs shall be furnished, erected and maintained by the Contractor. Exact locations may be field adjusted, per Engineer's approval, to fit conditions.
- 5. All signs shall be post mounted unless noted or otherwise approved by the Engineer. All Type III Barricades shall have a minimum of 4 sand bags.
- 6. Where possible, all traffic control signs shall be placed a minimum of 10 feet clear of the roadway.
- 7. Proposed sign spacing may be modified, as approved by the Engineer, to meet existing field restrictions, or to prevent obstruction of the motorists view of permanent signing.
- 8. Proposed changes in the traffic control plan shall be reviewed with the Engineer before changes are made.
- 9. Safety closures shall be placed in accordance with Section 2518 of the Standard Specifications at the locations specified in the "Safety Closures" tabulation.
- 10. The bid item "Traffic Control" shall include the cost for all traffic control measures required of the Contractor except for those which are separate bid items or are incidental to other bid items.
- 11. Points of access located within the project limits shall remain accessible throughout the project. If due to construction, a point of access must be blocked the Contractor is to provide an alternate point of access approved by the Engineer. All alternate access points are incidental to the bid item "Traffic Control".

Safety Closures

108-13A
08-01-08

Refer to Section 2518 of the Standard Specifications

Station	Closure Type		Remarks
	Road Qty.	Hazard Qty.	
28+50.00	1		North End - Approach
32+00.00	1		South End - Approach
	2		TOTAL

Detour Signage Layout
(Not to Scale)

ROAD CLOSED

R11-2
48" x 30"

1

ROAD CLOSED TO THRU TRAFFIC

R11-4
60" x 30"

2

ROAD CLOSED AHEAD

W20-3
48" x 48"

3

ROAD WORK AHEAD

W20-1
48" x 48"

4

LAKE PARK BLVD
DETOUR

M4-9R
30" x 24"

5

LAKE PARK BLVD
DETOUR

M4-9L
30" x 24"

6

LAKE PARK BLVD
DETOUR

M4-8A
30" x 15"

7

END DETOUR

M4-8A
24" x 18"

8

DETOUR AHEAD

W20-2
48" x 48"

9

END ROAD WORK

R11-2
48" x 24"

10

LAKE PARK BLVD CLOSED SOUTH OF HIGHWAY 61
USE DETOUR

24" x 48"

11

LAKE PARK BLVD
DETOUR

M4-8A
30" x 15"

12

LAKE PARK BLVD
DETOUR

M4-8A
30" x 15"

13

LEGEND

- Traffic Sign
- Type III Barricade
- Work Area
- Detour Route

Design For 30° Skew R.A.

188'-10" x 30'-0" Pretensioned Prestressed Concrete Beam Bridge

59'-11" End Spans 69'-0" Interior Span

Traffic Control Details

STA. 30+36.00 (Lake Park Blvd.) Sept. 2024

City of Muscatine

FHWA No. 008450

DESIGN TEAM VEENSTRA & KIMM, INC.

MUSCATINE COUNTY

PROJECT NUMBER 20820

SHEET NUMBER **V.10**

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SPECIFICATIONS

FOR

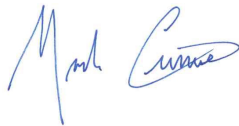
***LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY***

MUSCATINE, IOWA

SPECIFICATIONS
FOR
LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

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.

Signed:



Date:

10/15/2024



Mark Currie, P.E.

Iowa License No. 22475

My license renewal date is December 31, 2025

Detailed parts covered by this seal:

ALL

Prepared by
VEENSTRA & KIMM, INC.

INDEX

LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

<u>TITLE</u>	<u>PAGE</u>
NOTICE TO BIDDERS	NB-1
NOTICE OF PUBLIC HEARING	NPH-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL	P-1
<u>SPECIAL BIDDING REQUIREMENTS</u>	
BIDDER STATUS FORM	
BID BOND	BB-1
CONTRACT	C-1
BOND	B-1
GENERAL CONDITIONS	GC-1
SPECIAL CONDITIONS	SC-1
PLANS LIST	PL-1

DETAILED SPECIFICATIONS

DESIGN: AASHTO Series of 2002, plus interim specifications.

CONSTRUCTION: Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions shall apply to construction work on this project, including: Developmental Specifications for Bridge Deck Over-Depth Repair and Overlay.

NOTICE TO BIDDERS

LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

Sealed bids will be received by the City of Muscatine's eBidding website, until March 27, 2025, at 2:00 p.m. Central Time for the related work as described in the plans, specifications and contract documents now on file. Bids will be acted upon by said City at the April 3, 2025, City Council Meeting or at such later time and place as then may be fixed.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council and be completed as stated below.

The work will include but is not limited to the following improvements:

LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY

Construct repairs for Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay Project including all labor, materials, and equipment necessary for 640.0 SY of Pavement Scarification, 640.0 SY of Deck Over-Depth Overlay (Class O PCC), 82.3 SY of Deck Repair, Class A, Special, 62.2 SF of Concrete Repair, 1.00 LS Bank Shaping, 2 EACH Safety Closure, 1.00 LS Traffic Control, and 1.00 LS Mobilization.

All work shall be done in strict compliance with the plans and specifications prepared by the office of the City Engineer. Copies of said plans and specifications may be obtained from the City of Davenport Purchasing Division's eBidding website at <https://davenport.ionwave.net>.

Bids shall be submitted in the electronic bid system no later than March 27, 2025, at 2:00 p.m. CT. Vendors must be registered as a supplier in the system to submit a bid. This is a one-time, no fee registration. Vendors are encouraged to allow ample time to build their bid in the system and upload the required attachments. The system will not accept late bids. No paper, faxed or e-mailed bids will be accepted.

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

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance

NB-1

20820

of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Muscatine, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed by July 12, 2025, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by

resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

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.

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.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of Muscatine reserves 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 City.

Posted by the order of the City of Muscatine, Iowa.

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20820

CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

NB-4

20820

NOTICE OF PUBLIC HEARING

LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY, CITY OF MUSCATINE, IOWA

The Council of the City of Muscatine, in Muscatine County, Iowa, will meet at the City Hall in said Municipality, on the 6th day of March, 2025, at 6:00 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract and estimate of cost for the construction of the following improvements:

LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY

The Repair for the Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay Project includes all labor, materials, and equipment necessary for 640.0 SY of Pavement Scarification, 640.0 SY of Deck Over-Depth Overlay (Class O PCC), 82.3 SY of Deck Repair, Class A, Special, 62.2 SF of Concrete Repair, 1.00 LS Bank Shaping, 2 EACH Safety Closure, 1.00 LS Traffic Control, and 1.00 LS Mobilization.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

Sealed bids will be received by the City of Muscatine's eBidding website, until March 27, 2025, at 2:00 p.m. Central Time for the related work as described in the plans, specifications and contract documents now on file. Bids will be acted upon by said City at the April 3, 2025, City Council Meeting or at such later time and place as then may be fixed.

This notice is given by order of the Council of the City of Muscatine, Iowa.

CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

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INSTRUCTIONS TO BIDDERS

LAKE PARK BOULEVARD OVER MDD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

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1. DEFINITION OF TERMS

- A. "Owner", and "City" shall mean the City of Muscatine, Iowa, acting through the City Council or an authorized representative of the City Council.
- B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- C. "Bidder" shall mean any person who submits a proposal to furnish the work described in the Contract Documents.
- D. "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- E. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- F. "Engineer" shall mean VEENSTRA & KIMM, INC., with offices in Coralville, Iowa, and West Des Moines, Iowa.
- G. "Standard Drawings" shall mean construction detail drawings bound with these specifications.
- H. "Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.

I. "Station", "Sta." shall mean one hundred (100) linear feet measure.

2. CONTRACT DOCUMENTS

A. Contract Documents, sometimes referred to as the "plans and specifications", shall mean and include the following parts as used herein:

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

3. METHOD OF BIDDING

A. Bidders shall submit unit and lump sum prices for work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

B. Bids will be computed using quantities shown on Proposal. Where unit price bids are called for, quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

1. In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.
2. In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.

C. Unit prices for payment items included in the specifications, but not listed in the Proposal, will be negotiated, if needed.

4. QUALIFICATIONS OF BIDDERS

- A. Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.
- B. If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

5. SUBMISSION OF BIDS

- A. Sealed bids will be received by the City of Muscatine's eBidding website, until March 27, 2025, at 2:00 p.m. Central Time for the related work as described in the plans, specifications and contract documents now on file.
- B. Vendors must be registered as a supplier in the system to submit a bid. This is a one-time, no fee registration. Vendors are encouraged to allow ample time to build their bid in the system and upload the required attachments.
- C. The system will not accept late bids.
- D. No paper, faxed or e-mailed bids will be accepted.

6. EVALUATION OF BIDS

- A. Award of contract will be made on the lowest, responsive, responsible bid as selected by the City that is in the best interest of the City of Muscatine.
- B. Time of completion of the work, delivery dates, experience and responsibility of the bidder will be considered in determining which bid is in the Owner's best interests.
- C. Low bid will be determined on basis of lowest responsive bid from responsible bidder.
- D. The City reserves the right to reject any and all bids, and to waive informalities or technicalities and to enter into such contract as it shall deem for the best interest of the City.

7. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid at any time prior to scheduled closing time for a receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days from the date of receiving bids.

8. BID SECURITY

- A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.
- B. Bid security shall be enclosed in the sealed envelope with the bid or in a separate sealed envelope.
- C. The bid security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.
- D. Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 calendar days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- E. Bidders shall use bid bond form included with specifications.

9. EXAMINATION OF WORK

- A. Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

10. EXECUTION OF CONTRACT

- A. The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.
- B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

11. CONTRACT TERMINATION

- A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

12. TAXES

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

13. PREFERENCE FOR LABOR AND MATERIALS

- A. Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to labor residing in vicinity of Muscatine, Iowa, and to local concerns in purchase of materials, insurance and bonds.
- B. The Iowa Reciprocal Preference Act (SF2160) applies to the contract with respect to bidders who are not Iowa residents.
 - 1. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

14. PAYMENT

- A. Payment will be made in accordance with the payment provisions set out in Notice to Bidders.
- B. Payment will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or materials.

15. APPROVAL OF MATERIALS

- A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

16. PERIOD OF GUARANTEE AND BOND

- A. Contractor shall guarantee work for period of four (4) years from date of final acceptance as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for a like period.

PROPOSAL

LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Muscatine should the undersigned fail or refuses to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda __, __, __, __ and __, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

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PROPOSAL SCHEDULE

LAKE PARK BOULEVARD OVER MAD CREEK – BRIDGE DECK OVERLAY

1. Construct Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay for the following unit and lump sum prices:

Item No.	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	2214-5145150	Pavement Scarification	SY	640.00	\$ _____	\$ _____
2	2413-0698041	Deck Over-Depth Overlay (Class O PCC)	SY	640.00	_____	_____
3	2413-0698081	Deck Repair, Class A, Special	SY	82.3	_____	_____
4	2426-6772016	Concrete Repair	SF	62.2	_____	_____
5	2507-6799000	Bank Shaping	LS	1.00	_____	_____
6	2528-2518000	Safety Closure	EA	2	_____	_____
7	2528-4885110	Traffic Control	LS	1.00	_____	_____
8	2533-4980005	Mobilization	LS	1.00	_____	_____
Total Bid (Item No. 1-8)					\$ _____	

2. The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed as set out in the Notice to Bidders.
3. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

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 nonresident 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: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. 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: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of _____ as Principal and _____

_____ of _____

as Surety, are held and firmly bound unto the City of Muscatine, Iowa, hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$_____), 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 City of Muscatine, Iowa, a certain bid, on the eBidding website, and hereby made a part hereof to enter into a contract in writing, for: Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such 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 or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee 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 _____, 2025.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

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CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "Owner", and _____, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _____ day of _____, 2025, for Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:
 - A. Contract Documents, including:
 1. Notice to Bidders
 2. Notice of Public Hearing
 3. Instructions to Bidders
 4. Proposal
 5. Bond
 6. General Conditions
 7. Special Conditions
 8. Plans List
 9. Plans listed in the Specifications
 10. Numbered addenda issued to the foregoing
 - B. This Instrument.
 - C. The above components are complementary and what is called for by one shall be as binding as if called for by all.
3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.
4. That this contract is executed in triplicate.

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

CONTRACTOR

CITY OF MUSCATINE, IOWA

By _____

Mayor

Title _____

ATTEST:

ATTEST:

City Administrator

Title _____

BOND

KNOW ALL MEN: That we, _____
of _____, hereinafter called the Principal, and
_____,
hereinafter called the surety, are held and firmly bound unto the City of Muscatine, Iowa,
hereinafter called the Owner in the sum of _____
Dollars (\$_____), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____, 2025, entered
into a Contract with the Owner for Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay
which Agreement includes a guarantee of all work against defective workmanship and materials
for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy
of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully
perform the Contract on his part and shall fully indemnify and save harmless the Owner from all
costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and
repay the Owner all outlay and expense which the Owner may incur in making good any such
default,

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

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

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be
brought on this Bond after five (5) years from the date of final acceptance of the work.

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

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

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 2025.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

GENERAL CONDITIONS

LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE DECK OVERLAY MUSCATINE, IOWA

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1. CONTRACT DOCUMENTS

- A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- B. Contract Documents shall be signed in triplicate by Owner and Contractor.
- C. Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

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- D. Detailed Specifications: Construct in accordance with the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions, including the Developmental Specifications for Bridge Deck Over-Depth Repair and Overlay.

2. SURETY BOND

- A. Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

- A. Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- B. Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- C. Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

- A. Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- B. Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- A. Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- B. Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- C. Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- A. In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. SHOP DRAWINGS

- A. Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.
 - 1. Submit 5 copies of all shop drawing submittals.
- B. Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

9. THE ENGINEER

- A. Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

10. PLANS AND SPECIFICATIONS

- A. Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.
- B. Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.
- C. Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

11. INTERPRETATION OF PLANS AND SPECIFICATIONS

- A. Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.
- B. Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

12. LINE AND GRADE

- A. Engineer shall provide stakes showing line and grade from bench marks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.
- B. Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

13. DECISIONS BY ENGINEER

- A. Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

- A. All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment. All materials incorporated into the project must come from Iowa DOT approved sources.
- B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.

General Conditions

- D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- F. When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and 'or equal' is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- H. Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- I. Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

- A. All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.

- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- A. Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- B. Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- C. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

17. TESTS

- A. Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- B. All testing must conform to the Iowa DOT standards. Testing requirements are according to Iowa DOT IM204. Contractor shall provide quality assurance testing and certified plant inspection. Owner shall provide verification testing.
- C. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- D. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

18. TIME

- A. Contractor shall commence work within time specified and shall complete work within time specified in contract.

19. DELAYS

- A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- B. Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- C. No extension of time shall be valid unless made in writing by Owner.
- D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

20. CHANGES

- A. Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- C. Amount due Contractor shall be adjusted for changes in following manner:
 - 1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 2. Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 21.B of "21. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 3. No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

4. Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

21. EXTRA WORK

- A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.
- B. The term "extra work" as used herein shall not be construed to apply to changes described in "20. CHANGES".
- C. No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- D. Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

22. OWNERSHIP OF MATERIALS

- A. All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

23. OTHER CONTRACTS

- A. Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.

- B. When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- C. To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

24. OWNER'S RIGHT TO DO WORK

- A. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

25. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
 - 1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 - 2. Receiver is appointed on account of Contractor's insolvency.
 - 3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
 - 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 - 5. Contractor persistently disregards laws and ordinances or instructions of Engineer.
 - 6. Contractor violates a provision of contract.
- B. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

- C. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

26. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

27. PAYMENTS WITHHELD

- A. Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
 - 1. Defective work not remedied.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 3. Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 - 4. A reasonable doubt that contract can be completed for balance then unpaid.
 - 5. Damage to another contractor.
 - 6. Claims of Owner for liquidated damages.
- B. Payments shall be made for amounts withheld when above grounds are removed.

28. ACCEPTANCE AND FINAL PAYMENT

- A. When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.
- B. Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

29. SUSPENSION OF WORK

- A. Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.
- B. If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

30. CLEANING UP

- A. Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

31. HAZARDOUS MATERIALS

- A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.
- B. The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

32. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

- A. Owner's responsibility:
 - 1. Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.
- B. Contractor's responsibility:
 - 1. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
 - 2. Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

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| 6. STORAGE OF MATERIALS AND EQUIPMENT | 13. ORDER OF CONSTRUCTION |
| 7. CONSTRUCTION FACILITIES BY CONTRACTOR | |

1. INTENT

- A. To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- A. Work is located within City limits of Muscatine on Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay.
- B. Transportation facilities:
1. Lake Park Boulevard.

3. RIGHT-OF-WAY

- A. Owner will provide easements for construction on private lands.
- B. Contractor will be provided list of construction easement widths.
- C. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within right-of-way and easements provided.
- D. Contractor will be held liable by City and adjacent property owners for damages outside right-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. INTERRUPTIONS TO SERVICE

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Special Conditions

- A. Existing utilities shall remain in substantially continuous operation during construction.
- B. Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to a minimum.

5. SERVICE FACILITIES

- A. Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

6. STORAGE OF MATERIALS AND EQUIPMENT

- A. Limited storage space for materials and equipment will be available at project sites and along easements.
- B. Storage areas shall be subject to approval of Owner and Engineer.
- C. Store materials and equipment in manner which will preserve their quality and fitness.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- A. Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- B. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- C. Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- D. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- E. Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

- F. Provide telephone number(s) at which responsible representative of Contractor can be contacted evenings, weekends and holidays in event of emergency.

8. INSURANCE BY CONTRACTOR

- A. Provide and maintain insurance throughout construction period in the following minimum amounts:
1. Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 2. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 3. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
- B. Provide addendum language attached to the Certificate of Insurance which preserves the Owner's immunities. The addendum language is as follows:

"The Companies affording coverage and the Additional Insured, City of Muscatine, Muscatine County, Iowa expressly agree and state that the purchase of this policy of insurance by the insured and the listing of the City of Muscatine as an Additional Insured hereunder to not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional Insured further agree that 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.

The Additional Insured 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 Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional

Special Conditions

Insured 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 Additional Insured."

- C. Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- D. Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- E. Owner and Engineer shall be listed as an additional insured by endorsement.
- F. Notification in event of liability damage: upon occurrence of any event, the liability of which is herein assumed, Contractor agrees to forthwith notify Owner, in writing, such happenings, which notice shall forthwith give details as to the happening, cause as far as can be ascertained, estimate of loss or damage done, names of witnesses, if any, and stating amount of any claim.

9. EMPLOYMENT PRACTICES

- A. Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

10. INSPECTION BY STATE AND FEDERAL PERSONNEL

- A. Provide full access and cooperation for inspection of work by representatives of participating State and Federal agencies.

11. HISTORICAL/ARCHAEOLOGICAL FINDS

- A. If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

12. LINE AND GRADE

- A. Construct to line and grades shown on plans or as specified hereinafter.
- B. Engineer to establish required bench marks and control points as shown on plans.
- C. Contractor will perform detailed survey and staking for location, elevation and grade of construction.
- D. These conditions supersede conflicting provisions of GENERAL CONDITIONS.
- E. Check all detailed surveys and stakeouts; assume full responsibility for accuracy and correctness thereof.
- F. Contract shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- G. Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

13. ORDER OF CONSTRUCTION

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.

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Special Conditions

- B. Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- C. Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- D. Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed.
- E. Contractor shall close the road for no more than twenty-one (21) consecutive days. The deck repairs and overlay must be completed in that three-week period. Splash basin construction and bank shaping may be finished outside of that period as long as road remains open to traffic.

PLANS LIST

LAKE PARK BOULEVARD OVER MAD CREEK
BRIDGE DECK OVERLAY
MUSCATINE, IOWA

1. PLANS

- A. The work on Lake Park Boulevard Over Mad Creek – Bridge Deck Overlay shall conform with the following drawings (bound separately) and Standard Drawings which constitute the "plans" and are an integral part of the Contract Documents.

<u>Title</u>	<u>Drawing Number</u>
Title Sheet	V.1
Vicinity Map and Legend	V.2
Quantities and General Notes	V.3
Situation Plan	V.4
Deck Sounding Details	V.5
Deck Overlay Details	V.6
East Curb & Fascias – Repair Details	V.7
West Curb & Fascias – Repair Details	V.8
Concrete Repair Details	V.9
Traffic Control Details	V.10



City of Muscatine

ITEM NUMBER 2025-0043

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Resolution Accepting Completed Work by Heuer Construction, Inc. for the Grandview Avenue Reconstruction Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution accepting completed work by Heuer Construction, Inc. of Muscatine, on the Grandview Avenue Reconstruction Project, and authorizing release of retainage in the amount of \$30,000.00. This resolution also states that a back-pay of \$9,958.75 is owed and that the \$30,000.00 was previously paid due to an overpayment, making the total a reimbursement to the City of \$9,958.75.

STAFF RECOMMENDATION

To adopt the resolution.

BACKGROUND/DISCUSSION

The city entered into a contract with Heuer Construction, Inc. of Muscatine, Iowa, to construct the Grandview Avenue Reconstruction Project. This construction took place from May 2021 through November of 2023 on the portion of Grandview Avenue located from Pearl Avenue to a point just west of Houser Street. There were fourteen change orders on the project for various reasons which, along with quantity overruns, resulted in an increase of \$492,415.91. The initial bid amount was \$7,738,191.28 and the end project total was \$8,230,607.19. The project ended 6% over budget. This is being brought forward for final acceptance more than a year after completion due to the length of the Iowa DOT review process on the project.

CITY FINANCIAL IMPACT

Funding for this project is available through a Federal Aid SWAP Surface Transportation Block Grant (SWAP-STBG).

ATTACHMENTS

1. compwork.resolution

RESOLUTION NO. 2025-0043

RESOLUTION ACCEPTING COMPLETED WORK PERFORMED UNDER

**THE GRANDVIEW AVENUE
RECONSTRUCTION PROJECT
AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Grandview Avenue Reconstruction Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with Heuer Construction, Inc. for \$7,738,191.28 with fourteen change orders, for a total contract amount of \$8,230,607.19; and

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

WHEREAS, the amount of \$8,240,565.94. has been previously paid to Heuer Construction, Inc., and a credit of -\$9,958.75 remains due to overpayment, and a balance of \$30,000.00, including 5% retainage was previously paid due to a previous overpayment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of \$0.00 to Heuer Construction, Inc. for completed and accepted work under the Grandview Avenue Sidewalk Extension Project, thereafter make an additional reimbursement request of \$9,958.75, which represents the credit owed, thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 6th DAY OF MARCH, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Brad Bark, Mayor

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2025-0085

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

April Limburg, City Planner

SUBJECT

Resolution Awarding Contract to Sulzco LLC, in the Amount of \$12,650, for the Demolition of a Structure Located at 718 E 7th Street.

EXECUTIVE SUMMARY

Presented for Council's consideration is a resolution awarding a contract to Sulzco, LLC for \$12,650 to demolish the structure at 718 E 7th Street. The vacant building has been deemed structurally unsound and poses a public safety hazard. Sulzco, LLC submitted the lowest bid of \$12,650 for the demolition project and this resolution approves a contract to do so.

STAFF RECOMMENDATION

Staff recommends Council adopt the attached resolution awarding a contract to Sulzco, LLC for demolition of an unsafe structure located at 718 E 7th Street.

BACKGROUND/DISCUSSION

The structure located at 718 E 7th St. is owned by Muscatine Center for Social Action (MSCA), and has been vacant for some time. As part of Ignite Vitality: Mulberry, the City received a forgivable loan to demolish 5 structures in the neighborhood as part of the revitalization project. MSCA purchased the property in December 2023, and will build a new home on the site through a grant from the Iowa Finance Authority.

This structure is one of the five structures to be removed to allow for redevelopment. The City of Muscatine worked with MSCA to ensure all of the properties were classified as unsafe and/or a nuisance, as well as have each property tested for asbestos. The new units will be sold to first-time homebuyers.

The RFP requested a lump sum to have demolition and fill work completed to prepare the site for reconstruction. Quotes for the demolition of this structure were solicited, and, of the four responses received, Sulzco, LLC was the lowest bid at \$12,650. The cost of the demolition is part of the Mulberry Revitalization Grant Project.

CITY FINANCIAL IMPACT

There is no impact to the general fund of awarding this contact, which will be paid by the forgivable loan from the Iowa Economic Development Authority and committed match resources.

ATTACHMENTS

1. 718 E 7th St Resolution Awarding Contract for Demolition Structure
2. Bid tab sheet - 718
3. 718 E 7th St Resolution Awarding Contract for Demolition Structure

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

RESOLUTION NO. 2025-0085

**A RESOLUTION AWARDED CONTRACT FOR THE DEMOLITION OF A
STRUCTURE AT 718 E 7th ST**

WHEREAS, the structure located 718 E 7th St was abandoned and what remains of the structure now needs to be demolished as it is a hazard to public safety; and

WHEREAS, bids have been received for the demolition of the structure on said parcel.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa that the bid from Sulzco, LLC in the amount of \$12,650 be approved and a contract for demolition be awarded.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2025.

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

Dr. Brad Bark, Mayor

Attest:

Cinda Hilger, City Clerk

COMMUNITY DEVELOPMENTPlanning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**Bid Tabulation Sheet**

	718 E 7th St Demolition and Clean Fill
Valley Construction Co.	\$28,750
Heuer	\$26,800
Sulzco, LLC	\$12,650
Bowers Custom Services, LLC	\$41,000
Opening Lowest Bid	Sulzco

ALimburg

Signature of Person Opening Bids

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

RESOLUTION NO. 2025-0085

**A RESOLUTION AWARDED CONTRACT FOR THE DEMOLITION OF A
STRUCTURE AT 718 E 7th ST**

WHEREAS, the structure located 718 E 7th St was abandoned and what remains of the structure now needs to be demolished as it is a hazard to public safety; and

WHEREAS, bids have been received for the demolition of the structure on said parcel.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa that the bid from Sulzco, LLC in the amount of \$12,650 be approved and a contract for demolition be awarded.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2025.

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

Dr. Brad Bark, Mayor

Attest:

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2025-0086

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

April Limburg, City Planner

SUBJECT

A Resolution Awarding Contract to Sulzco, LLC, in the Amount of \$9,650.00, for the Demolition of a Structure Located at 506 Spring Street.

EXECUTIVE SUMMARY

Presented for Council's consideration is a resolution awarding a contract to Sulzco, LLC for \$9,650 to demolish the structure at 506 Spring Street. The vacant building has been deemed structurally unsound and poses a public safety hazard. Sulzco, LLC submitted the lowest bid of \$9,650 for the demolition project and this resolution approves a contract to do so.

STAFF RECOMMENDATION

Staff recommends Council adopt the attached resolution awarding a contract to Sulzco, LLC for demolition of an unsafe structure located at 06 Spring St.

BACKGROUND/DISCUSSION

The structure located at 506 Spring St. is owned by Muscatine Center for Social Action (MSCA), and has been vacant for some time. As part of Ignite Vitality: Mulberry, the City received a forgivable loan to demolish 5 structures in the neighborhood as part of the revitalization project. MSCA purchased the property in June 2023, and will build two new units on the site through a grant from the Iowa Finance Authority.

This structure is one of the five structures to be removed to allow for redevelopment. The City of Muscatine worked with MSCA to ensure all the properties were classified as unsafe and/or a nuisance, as well as have each property tested for asbestos. The new units will be sold to first-time homebuyers.

The RFP requested a lump sum to have demolition and fill work completed to prepare the site for reconstruction. Quotes for the demolition of this structure were solicited, and of the four responses received, Sulzco, LLC was the lowest bid at \$9,650. The cost of the demolition is part of the Mulberry Revitalization Grant Project. In order to help facilitate this project, staff recommends approval of the bid.

CITY FINANCIAL IMPACT

There is no impact to the general fund of awarding this contract, which will be paid by the forgivable loan from the Iowa Economic Development Authority and committed match resources.

ATTACHMENTS

1. 506 Spring St Resolution Awarding Contract for Demolition Structure
2. Bid tab sheet - 506

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

RESOLUTION NO. 2025-0086

**A RESOLUTION AWARDED CONTRACT FOR THE DEMOLITION OF A
STRUCTURE AT 506 SPRING ST**

WHEREAS, the structure located 506 Spring St was abandoned and what remains of the structure now needs to be demolished as it is a hazard to public safety; and

WHEREAS, bids have been received for the demolition of the structure on said parcel.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa that the bid from Sulzco, LLC in the amount of \$9,650 be approved and a contract for demolition be awarded.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2025.

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

Dr. Brad Bark, Mayor

Attest:

Cinda Hilger, City Clerk

COMMUNITY DEVELOPMENTPlanning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**Bid Tabulation Sheet**

	506 Spring Demolition and Clean Fill
Valley Construction Co.	\$19,250
Heuer	\$18,750
Sulzco, LLC	\$9,650
Bowers Custom Services, LLC	\$36,000
Opening Lowest Bid	Sulzco

ALimburg

Signature of Person Opening Bids



City of Muscatine

ITEM NUMBER 2025-0087

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Setting Public Hearing on March 20, 2025 on Amending an Ordinance to Mirror the State Historic Building Code in the City Building Code, by Amending Section 4, Chapter 1, Title 8 of City Code

EXECUTIVE SUMMARY

The State Historic Building Code aims to provide greater flexibility in redeveloping historic buildings, especially concerning accessibility. It seeks to balance this flexibility with maintaining safety standards and complying with federal accessibility requirements under the Americans with Disabilities Act (ADA). The Construction Appeal and Advisory Board recommends adopting a City Building Code amendment that replicates the State Historic Building Code. Prior to action on such an amendment, a public hearing must be held. This resolution sets that public hearing during the March 20th City Council meeting.

STAFF RECOMMENDATION

Staff recommends setting a public hearing on the proposed amendment for the March 20th City Council meeting.

BACKGROUND/DISCUSSION

Both the City of Muscatine and the State of Iowa have adopted the 2015 International Building Code (IBC) as their respective building codes. This includes the 2015 International Existing Building Code (IEBC), which governs work on existing structures.

The State of Iowa has also incorporated the State Historic Building Code within its building code framework. This code prioritizes the restoration and modification of historic buildings while preserving their original architectural integrity. It maintains safety while promoting cost-effective solutions. The State Historic Building Code replaces certain accessibility requirements in the IEBC with standards from Chapter 302 of the Iowa Administrative Code, offering greater flexibility in meeting federal accessibility regulations.

The City of Muscatine has adopted the 2015 IEBC without any modifications.

The State Historic Building Code applies to buildings covered by the State Building Code that meet one of the following criteria:

- Designated as a historic property under local or state legislation or survey.
- Certified as a contributing resource within a National Register-listed or locally designated historic district.
- Possess an opinion or certification confirming their eligibility for inclusion on the state or National Register of Historic Places, either individually or as a contributing building to a historic district.

Since Muscatine has its own building code, the State Building Code does not apply to non-state-owned buildings within the city. Consequently, the increased flexibility offered by the State Historic Building Code is unavailable to qualifying historic buildings in Muscatine.

Prior to action on such an amendment, a public hearing must be held. This resolution sets that public hearing for the March 20th City Council meeting.

The city could achieve similar flexibility by adopting the same 2015 IEBC amendment as the state. This amendment would replace specific accessibility requirements in the IEBC with standards from Chapter 302 of the Iowa Administrative Code.

Following extensive discussions across multiple meetings on creating such flexibility, the Construction Appeals and Advisory Board voted to recommend the adoption of a City Building Code amendment that mirrors the State Historic Building Code.

The board discussed eligibility criteria for applying the proposed amendment to the code. Two approaches were discussed:

- 1) Mirroring, the State Historic Building Code: Require structures to be individually listed on the National Register, listed as contributing structures in a National Register-listed historic district, or have a certification of eligibility; or
- 2) Establishing Age or Built-By Date: Locally set a specific age or built-by date for eligible structures.

The board came to consensus that the State Historic Building Code's eligibility criteria should be maintained. Using this approach, the 13 structures individually listed on the National Register of Historic Places and the 459 buildings listed as contributing structures in one of the three National Register-listed historic districts would be eligible for the modified accessibility standards. For structures not listed, the City Historic Preservation Commission could issue an opinion on eligibility for listing on the state or National Register, either individually or as a contributing building to a historic district.

For additional information and understanding of the proposal, the following documents are

attached:

- **Draft Code Language:** This proposed addition to Section 8-1-4(D) would implement the recommendation of the Construction Appeals and Advisory Board.
- **Full Text of the State Historic Building Code:** This includes Chapter 302 of the State Building Code and the relevant sections of the 2015 International Existing Building Code (IEBC) that would be replaced.
- **List of Structures:** This document includes properties in Muscatine that are individually listed on the National Register of Historic Places or are designated as contributing structures within one of the three National Register-listed historic districts.
- **Construction Appeals and Advisory Board Minutes:** These minutes document the discussions regarding this issue by the Board.

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. Resolution Setting a Hearing on Amendent Adopting a Historic Building Code
2. Public Notice Historic Building Code
3. Draft Code Language (Proposed Section 8-1-4(D) of City Code)
4. Sections of 2015 IEBC That Would be Superseded by Adoption of the Historic Building Code
5. State Historic Building Code
6. Chapter 302 State Building Code—Accessibility of Buildings and Facilities Available to the Public
7. EligibleStructureList
8. 09.25.2024 Construction Appeal and Advisory Board Minutes
9. 08.28.2024 Construction Appeal and Advisory Board Minutes

RESOLUTION NO. 2024-0087

RESOLUTION SETTING THE TIME AND PLACE OF PUBLIC HEARING ON AN ORDINANCE TO MIRROR THE STATE HISTORIC BUILDING CODE IN THE CITY BUILDING CODE, BY AMENDING SECTION 4, CHAPTER 1, TITLE 8 OF CITY CODE

WHEREAS, The State Historic Building Code aims to provide greater flexibility in redeveloping historic buildings, especially concerning accessibility. It seeks to balance this flexibility with maintaining safety standards and complying with federal accessibility requirements;

WHEREAS, The State of Iowa has adopted the 2015 International Building Code as its building code. This includes the 2015 International Existing Building Code (IEBC), which governs work on existing structures. The State has also incorporated the State Historic Building Code within this framework. The State Historic Building Code replaces certain accessibility requirements in the IEBC with standards from Chapter 302 of the Iowa Administrative Code, offering greater flexibility in meeting federal accessibility regulations;

WHEREAS, Because the City of Muscatine has adopted its own building code, the State Building Code, including the State Historic Building Code, does not apply to non-state-owned buildings within the City of Muscatine;

WHEREAS, Like the State, the City has also adopted the 2015 International Building Code as its building code, including the 2015 IEBC. However, City Code does not currently include an amendment to the IEBC modifying certain accessibility standards in qualifying historic buildings;

WHEREAS, The code flexibility created by the State Historic Building Code has been shown to make it easier for property owners to maintain and continue to invest in historic structures. Making such flexibility available to those owning historic structures in Muscatine would help achieve the community goal of maintaining and revitalizing historic buildings;

WHEREAS, Similar flexibility could be achieved in the City Building Code by adopting the same 2015 IEBC amendments as the State Historic Building Code, which replaces specific accessibility requirements in the IEBC with standards from Chapter 302 of the Iowa Administrative Code;

WHEREAS, Following extensive discussions across multiple meetings on creating such flexibility, the Construction Appeals and Advisory Board voted to recommend the adoption of a City Building Code amendment that mirrors the State Historic Building Code; and

WHEREAS, a public hearing must be held prior any City Council action on such an amendment to City Code.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that a Public Hearing is hereby established to review to allow the public to comments on the proposed ordinance words by amending Title 8 of the City Code of Muscatine. Said hearing to be conducted at 6:00 P.M. on Thursday, March 20, 2025, in the City Hall Council Chambers.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on this, the 6th day of March 2025.

Dr. Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

PUBLIC NOTICE
NOTICE OF TIME AND PLACE OF PUBLIC HEARING
ON ORDINANCE TO MIRROR THE STATE HISTORIC BUILDING CODE IN
THE CITY BUILDING CODE, BY AMENDING SECTION 4, CHAPTER 1,
TITLE 8 OF CITY CODE

The City of Muscatine is proposing to replicate the State Historic Building Code in City Code. State Code seeks to balance flexibility with maintaining safety standards and complying with federal accessibility requirements. Similar flexibility could be achieved in the City Building Code by adopting the same 2015 IEBC amendments as the State Historic Building Code, which replaces specific accessibility requirements in the IEBC with standards from Chapter 302 of the Iowa Administrative Code. The Construction Appeals and Advisory Board voted to recommend the adoption of a City Building Code amendment that mirrors the State Historic Building Code.

Full text of the proposed amendment can viewed at City Hall, 215 Sycamore St, or at the following link: <https://bit.ly/ProposedSection8-1-4-D>

Notice is hereby given that the City Council of the City of Muscatine, Iowa, will conduct a public hearing on said proposed change to City Code Thursday, March 20, 2025, at 6:00 p.m. in the City Hall Council Chambers, 215 Sycamore St. Muscatine, Iowa, 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.

Cinda Hilger, City Clerk

8-1-4(D) Historic Building Code

1. Purpose

The purpose of the historic building code is to facilitate the restoration or change of occupancy of qualified historic buildings or structures so as to preserve their original or restored architectural elements and features and, concurrently, to provide reasonable safety to occupants and users, through a cost-effective approach to preservation.

2. Scope

This Section applies to any structure that meets any of the following criteria:

- a.** Is listed in the state or National Register of Historic Places
 - b.** Is certified as a contributing resource within a National Register-listed designated historic district.
 - c.** That has an opinion that the property is eligible to be listed on the state or National Register of Historic Places either individually or as a contributing building to a historic district by the City of Muscatine Historic Preservation Commission.
- 3.** This Section provides alternative standards to following certain specifically identified provisions of the International Existing Building Code, 2015 edition.
 - a.** The following sections are deleted:
 - i.** Section 705
 - ii.** Section 906
 - iii.** Section 1012.8
 - iv.** Section 1105.1
 - v.** Section 1205.1
 - vi.** Appendix B
 - b.** In lieu of the sections of the IEBC referenced in Section 8-1-4(D)(3)(a), the provisions of *the Iowa Administrative Code 661—Chapter 302 State Building Code—Accessibility of Buildings and Facilities Available to the Public*, may be applied to qualifying structures.
 - c.** Definition The definition of “Historic Building” is amended to read as follows: “Historic Building” means any structure meeting the eligibly criteria set forth in Section 8-1-4(D)(2) of “Historic Building”

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

[A] HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed, or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register, state designated or locally designated historic district.

SECTION 705 ACCESSIBILITY

705.1 General.

A *facility* that is altered shall comply with the applicable provisions in Sections 705.1.1 through 705.1.14, and Chapter 11 of the *International Building Code* unless it is *technically infeasible*. Where compliance with this section is *technically infeasible*, the alteration shall provide access to the maximum extent that is technically feasible.

A *facility* that is constructed or altered to be accessible shall be maintained accessible during occupancy.

Exceptions:

1. The altered element or space is not required to be on an accessible route unless required by Section 705.2.

SECTION 906 ACCESSIBILITY

906.1 General.

A building, *facility* or element that is altered shall comply with this section and Sections 705 and 806.

906.2 Type B dwelling or sleeping units.

Where four or more Group I-1, 1-2, R-1, R-2, R-3 dwelling or sleeping units are being altered, the requirements of Section 1107 of the *International Building Code* for Type B units and Chapter 9 of the *International Building Code* for visible alarms apply only to the quantity of the spaces being altered.

1012.8 Accessibility

Existing buildings that undergo a change of group or occupancy classification shall comply with this section.

Exception: Type B dwelling or sleeping units required by Section 1107 of the *International Building Code* are not required to be provided in existing buildings and facilities undergoing a *change of occupancy* in conjunction with less than a Level 3 alteration.

1012.8.1 Partial change in occupancy.

Where a portion of the building is changed to a new occupancy classification, any alteration shall comply with Sections 705, 806 and 906, as applicable.

1012.8.2 Complete change of occupancy.

Where an entire building undergoes a *change of occupancy*, it shall comply with Section 1012.8.1 and shall have all of the following accessible features:

1. At least one accessible building entrance.
2. At least one accessible route from an accessible building entrance to *primary function* areas.
3. Signage complying with Section 1111 of the *International Building Code*.
4. Accessible parking, where parking is provided.
5. At least one accessible passenger loading zone, where loading zones are provided.
6. At least one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, the above items shall conform to the requirements to the maximum extent technically feasible.

Exception: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.²⁰¹⁵

SECTION 1105 ACCESSIBILITY

1105.1 Minimum requirements.

Accessibility provisions for new construction shall apply to additions. An addition that affects the accessibility to, or contains an area of, *primary function* shall comply with the requirements of Sections 705, 806 and 906, as applicable.

SECTION 1205 CHANGE OF OCCUPANCY

1205.15 Accessibility requirements.

The provisions of Section 1012.8 shall apply to facilities designated as historic structures that undergo a *change of occupancy*, unless *technically infeasible*. Where compliance with the requirements for accessible routes, ramps, entrances, or toilet rooms would threaten or destroy the historic significance of the building or *facility*, as determined by the authority having jurisdiction, the alternative requirements of Sections 1204.1.1 through 1204.1.4 for those elements shall be permitted

Exception: Type B dwelling or sleeping units required by Section 1107 of the *International Building Code* are not required to be provided in historical buildings.

APPENDIX B

SUPPLEMENTARY ACCESSIBILITY REQUIREMENTS FOR EXISTING BUILDINGS AND FACILITIES

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

SECTION B101 QUALIFIED HISTORICAL BUILDINGS AND FACILITIES

B101.1 **General.**

Qualified historic buildings and facilities shall comply with Sections B101.2 through B101.5.

B101.2 Qualified historic buildings and facilities.

These procedures shall apply to buildings and facilities designated as historic structures that undergo alterations or a *change of occupancy*.

B101.3 Qualified historic buildings and facilities subject to Section 106 of the National Historic Preservation Act.

Where an *alteration* or *change of occupancy* is undertaken to a qualified *historic building* or facility that is subject to Section 106 of the National Historic Preservation Act, the federal agency with jurisdiction over the undertaking shall follow the Section 106 process. Where the state historic preservation officer or Advisory Council on Historic Preservation determines that compliance with the requirements for accessible routes, ramps, entrances, or toilet facilities would threaten or destroy the historic significance of the building or facility, the alternative requirements of Section 410.9 for that element are permitted.

B101.4 Qualified historic buildings and facilities not subject to Section 106 of the National Historic Preservation Act.

Where an *alteration* or *change of occupancy* is undertaken to a qualified *historic building* or facility that is not subject to Section 106 of the National Historic Preservation Act, and the entity undertaking the alterations believes that compliance with the requirements for accessible routes, ramps, entrances, or toilet facilities would threaten or destroy the historic significance of the building or facility, the entity shall consult with the state historic preservation officer. Where the state historic preservation officer determines that compliance with the accessibility requirements for accessible routes, ramps, entrances, or toilet facilities would threaten or destroy the historical significance of the building or facility, the alternative requirements of Section 410.9 for that element are permitted.

B101.4.1 Consultation with interested persons.

Interested persons shall be invited to participate in the consultation process, including state or local accessibility officials, individuals with disabilities, and organizations representing individuals with disabilities.

B101.4.2 Certified local government historic preservation programs.

Where the state historic preservation officer has delegated the consultation responsibility for

purposes of this section to a local government historic preservation program that has been certified in accordance with Section 101 of the National Historic Preservation Act of 1966 [(16 U.S.C. 470a(c))] and implementing regulations (36 CFR 61.5), the responsibility shall be permitted to be carried out by the appropriate local government body or official.

B101.5 Displays.

In qualified historic buildings and facilities where alternative requirements of Section 1105 are permitted, displays and written information shall be located where they can be seen by a seated person. Exhibits and signs displayed horizontally shall be 44 inches (1120 mm) maximum above the floor.

SECTION B102 FIXED TRANSPORTATION FACILITIES AND STATIONS

B102.1 General.

Existing fixed transportation facilities and stations shall comply with Section B102.2.

B102.2 Existing facilities—key stations.

Rapid rail, light rail, commuter rail, intercity rail, high-speed rail and other fixed guideway systems, altered stations, and intercity rail and key stations, as defined under criteria established by the Department of Transportation in Subpart C of 49 CFR Part 37, shall comply with Sections B102.2.1 through B102.2.3.

B102.2.1 Accessible route.

At least one accessible route from an accessible entrance to those areas necessary for use of the transportation system shall be provided. The accessible route shall include the features specified in Appendix E109.2 of the *International Building Code*, except that escalators shall comply with *International Building Code* Section 3004.2.2. Where technical unfeasibility in existing stations requires the accessible route to lead from the public way to a paid area of the transit system, an accessible fare collection machine complying with *International Building Code* Appendix E109.2.3 shall be provided along such accessible route.

B102.2.2 Platform and vehicle floor coordination.

Station platforms shall be positioned to coordinate with vehicles in accordance with applicable provisions of 36 CFR Part 1192. Low-level platforms shall be 8 inches (250 mm) minimum above top of rail.

Exception: Where vehicles are boarded from sidewalks or street-level, low-level platforms shall be permitted to be less than 8 inches (250 mm).

B102.2.3 Direct connections.

New direct connections to commercial, retail, or residential facilities shall, to the maximum extent feasible, have an accessible route complying with Section 705.2 from the point of connection to boarding platforms and transportation system elements used by the public. Any elements provided to facilitate future direct connections shall be on an accessible route connecting boarding platforms and transportation system elements used by the public.

**SECTION B103
DWELLING UNITS AND SLEEPING UNITS**

B103.1 Communication features.

Where dwelling units and sleeping units are altered or added, the requirements of Section E104.3 of the *International Building Code* shall apply only to the units being altered or added until the number of units with accessible communication features complies with the minimum number required for new construction.

**SECTION B104
REFERENCED STANDARDS**

Y3.H626 2P National Historic Preservation J101.2, 43/933 Act of 1966, as amended J101.3, 3rd Edition, Washington, DC: J101.3.2 US Government Printing Office, 1993.

2012 *International Building Code*. Washington, DC: International Code Council, 2011.

49 CFR Part 37.43 (c), Alteration of Transportation Facilities by Public Entities, Department of Transportation, 400 7th Street SW, Room

CHAPTER 350
STATE HISTORIC BUILDING CODE

661—350.1(103A) Scope and definition.

350.1(1) Scope. This chapter applies to buildings which meet the requirements for placement on the National Register of Historic Places. This chapter is an alternative to the state building code or local building codes for the buildings to which it applies.

“Historic building” means any building or structure that is listed in the state or National Register of Historic Places; that is designated as a historic property under local or state designation law or survey; that is certified as a contributing resource within a National Register-listed or locally designated historic district; or that has an opinion or certification that the property is eligible to be listed on the state or National Register of Historic Places either individually or as a contributing building to a historic district by the state historic preservation officer pursuant to Iowa Code section 103A.42 or the Keeper of the National Register of Historic Places.

350.1(2) Administration. The provisions of 661—Chapter 300 are adopted by reference.

350.1(3) Adoption. The provisions of the International Existing Building Code, 2015 edition, published by the International Code Council, 500 New Jersey Avenue NW, 6th Floor, Washington, D.C. 20001, are hereby adopted as the alternative requirements for rehabilitation, preservation, restoration, repair, alteration, change of occupancy and relocation of and addition to historic buildings, with the following amendments:

Delete section 101.1.

Delete section 101.4.2 and insert in lieu thereof the following new section:

101.4.2 Buildings previously occupied. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as specifically covered in this code or the state fire code, or as deemed necessary by the building code commissioner for the general safety and welfare of the occupants and the public.

Delete section 101.5.

Delete section 101.6.

Delete section 101.7.

Delete sections 103, 104, and 105 and sections therein.

Delete sections 106.1, 106.3, 106.4, 106.5, and 106.6.

Delete sections 108, 109, 110, 112, 113, 114, 115, 116 and 117 and sections therein.

Delete the definition of “historic building.”

Delete section 705.

Delete section 906.

Delete section 1012.8.

Delete section 1105.1.

Delete section 1205.15.

Delete appendix B and insert in lieu thereof “Any building or facility subject to this Chapter shall comply with the provisions of 661—Chapter 302.”

Delete all references to the “International Fuel Gas Code” and insert in lieu thereof “rule 661—301.9(103A).”

Delete all references to the “International Plumbing Code” and insert in lieu thereof “state plumbing code.”

Delete all references to the “International Mechanical Code” and insert in lieu thereof “state mechanical code.”

Delete all references to the “International Building Code” and insert in lieu thereof “rule 661—301.3(103A).”

Delete all references to the “International Residential Code” and insert in lieu thereof “rule 661—301.8(103A).”

Delete all references to the “International Fire Code” and insert in lieu thereof “state fire code.”

EXCEPTION: A construction project subject to the provisions of this rule may comply with either the requirements adopted herein or the provisions of this rule as it was previously published if the project is commenced on or before June 30, 2016.

NOTE 1: International Existing Building Code, 2015 edition, Resource A, provides guidelines for evaluating fire ratings of archaic materials and assemblies which may be used by designers and code officials when evaluating compliance with provisions of this chapter.

NOTE 2: Except for elevators excluded from the jurisdiction of the Iowa division of labor services by the provisions of Iowa Code section 89A.2, each elevator is required to comply with any applicable requirements established by the Iowa division of labor services and is subject to enforcement of any applicable regulations by the Iowa division of labor services.

NOTE 3: Except for boilers and pressure vessels excluded from the jurisdiction of the Iowa division of labor services by the provisions of Iowa Code section 89.4, each boiler or pressure vessel is required to comply with any applicable requirements established by the Iowa division of labor services and is subject to enforcement of any applicable regulations by the Iowa division of labor services.

Any boiler which is subject to requirements established by the Iowa department of natural resources is required to comply with any such requirements and is subject to enforcement of any applicable regulations by the Iowa department of natural resources.

This rule is intended to implement Iowa Code sections 103A.41 through 103A.45.

[ARC 8304B, IAB 11/18/09, effective 1/1/10; ARC 2493C, IAB 4/13/16, effective 5/18/16]

[Filed 12/2/05, Notice 9/14/05—published 12/21/05, effective 4/1/06]

[Filed 11/1/06, Notice 9/27/06—published 11/22/06, effective 1/1/07]

[Filed ARC 8304B (Notice ARC 8180B, IAB 9/23/09), IAB 11/18/09, effective 1/1/10]

[Filed ARC 2493C (Notice ARC 2265C, IAB 11/25/15), IAB 4/13/16, effective 5/18/16]

CHAPTER 302
STATE BUILDING CODE—ACCESSIBILITY OF BUILDINGS AND
FACILITIES AVAILABLE TO THE PUBLIC

[Prior to 12/21/05, see rules 661—16.700(103A,104A) to 661—16.720(103A,104A)]

661—302.1(103A,104A) Purpose and scope. Rules 661—302.1(103A,104A) through 661—302.20(103A,104A) are intended to ensure that buildings and facilities used by the public, other than places of worship, are accessible to, and functional for, persons with disabilities. Rule 661—302.3(103A,104A) applies statewide to new construction of buildings and facilities available to the public and to renovation and rehabilitation projects on existing buildings and facilities when local or state building codes require compliance with standards for new construction. Rule 661—302.20(103A,104A) applies statewide to construction of multiunit residential buildings.

NOTE A: Although rule 661—302.2(103A,104A) is based upon the federal 2010 ADA Standards for Accessible Design and adopts the language of the 2010 ADA Standards for Accessible Design by reference, and rule 661—302.20(103A,104A) is based upon the requirements of the federal Fair Housing Act, state and local building officials charged with enforcement of these rules are unable to warrant the acceptance of any approval of design or construction by federal agencies or any other state. A state or local official's decision to approve a building plan under these rules does not prevent the federal government or another state from making a different decision under applicable law, notwithstanding any similarities among such laws.

NOTE B: Other federal and state laws address requirements for accessibility for persons with disabilities and may be applicable to buildings and facilities subject to rules 661—302.1(103A,104A) through 661—302.20(103A,104A). Nothing in these rules should be interpreted as limiting the applicability of other provisions of state or federal law. These provisions include, but are not limited to, the following:

1. Iowa Code chapter 216, the Iowa civil rights Act of 1965.
2. Iowa Code chapter 216C, which enumerates the rights of persons who are blind or partially blind and persons with physical disabilities.
3. Iowa Code chapter 321L and 661—Chapter 18, which relate to requirements for parking for persons with disabilities.
4. The federal Architectural Barriers Act of 1968 (Public Law 90-480).
5. The federal Rehabilitation Act of 1973 (Public Law 93-112).
6. The federal Fair Housing Act of 1968 (Public Law 90-284), the federal Fair Housing Amendments Act of 1988 (Public Law 100-430), and related regulations, including 24 CFR 100, Subpart D.

[ARC 9993B, IAB 2/8/12, effective 3/15/12]

661—302.2(103A,104A) Definitions. The following definitions are adopted for purposes of rules 661—302.1(103A,104A) through 661—302.20(103A,104A).

“*ADA*” means the federal Americans with Disabilities Act, Public Law 101-336.

“*ADAAG*” means Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, 28 CFR Part 36, Appendix A, as revised through July 1, 1994.

“*ADASAD 2010*” means 2010 ADA Standards for Accessible Design, published by the U.S. Department of Justice, September 15, 2010. Included in the publication are accessibility standards for state and local government facilities and accessibility standards for public accommodations and commercial facilities.

NOTE: Copies of ADASAD 2010 and additional explanatory material may be downloaded from <http://www.ada.gov/regs2010/ADAregs2010.htm>.

“*IBC 2015*” means the International Building Code, 2015 edition, published by the International Code Council, 500 New Jersey Avenue NW, 6th Floor, Washington, D.C. 20001.

[ARC 9993B, IAB 2/8/12, effective 3/15/12; ARC 2492C, IAB 4/13/16, effective 5/18/16]

661—302.3(103A,104A) Accessibility of buildings and facilities available to the public. Buildings and facilities which are available to the public, other than places of worship, shall comply with one of the following:

302.3(1) Applicable provisions of ADASAD 2010, or

302.3(2) IBC 2015, Chapter 11 and applicable accessibility provisions contained in IBC 2015.

NOTE: Approval of construction plans based upon compliance with the applicable provisions of the International Building Code, 2015 edition, as provided, does not relieve the designer, builder, building owner, or building operator from responsibility under federal law to comply with all applicable provisions of the 2010 ADA Standards for Accessible Design.

[ARC 9993B, IAB 2/8/12, effective 3/15/12; ARC 2492C, IAB 4/13/16, effective 5/18/16]

Rules 661—302.1(103A,104A) to 661—302.3(103A,104A) are intended to implement Iowa Code sections 103A.7, 103A.9, and 104A.1.

661—302.4(103A,104A) Site development. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.5(103A,104A) Building elements and spaces accessible to the physically handicapped. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.6(103A,104A) Restaurants and cafeterias. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.7(103A,104A) Medical care facilities. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.8(103A,104A) Business and mercantile facilities. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.9(103A,104A) Libraries. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.10(103A,104A) Transient lodging facilities. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.11(103A,104A) Transportation facilities. Rescinded IAB 2/8/12, effective 3/15/12.

661—302.12 to 302.19 Reserved.

661—302.20(103A,104A) Making apartments accessible and functional for persons with disabilities.

302.20(1) Multiple dwelling unit buildings. This rule shall apply to all multiple dwelling unit buildings that consist of four or more dwelling units, if such buildings have one or more elevators. In such buildings without an elevator, all ground floor units must be accessible. The requirements of this rule shall apply to the individual dwelling units and the common use spaces which are accessible to persons with disabilities in multiple dwelling unit buildings.

EXCEPTION 1: A multiple dwelling unit building shall be deemed to be in compliance with this rule if it is located in a local jurisdiction which has enacted accessibility rules which have been recognized by the U.S. Department of Housing and Urban Development as providing a safe harbor for compliance with the accessibility requirements established in the federal Fair Housing Act and if the building has been found to be in compliance with those requirements, unless the building is required to comply with the requirements of the Uniform Federal Accessibility Standards, or other applicable standards which may be more restrictive than the provisions of this rule.

EXCEPTION 2: Certain multiple dwelling unit buildings are required to comply with the Uniform Federal Accessibility Standards, published by the U.S. Access Board, 1988. Compliance with the provisions of this rule does not substitute for compliance with any applicable provision of the Uniform Federal Accessibility Standards, or any other applicable standards which may be more restrictive than the provisions of this rule.

NOTE: Compliance with the Uniform Federal Accessibility Standards is generally required for buildings and facilities constructed with federal financial assistance.

“Dwelling unit” means a single unit of residence for a household of one or more persons. Examples of a dwelling unit covered by these rules include a condominium, an apartment unit within an apartment building, and another type of dwelling in which sleeping accommodations are provided but toilet or cooking facilities are shared by occupants of more than one room or portion of the dwelling. Examples of the latter include dormitory rooms and sleeping accommodations in shelters intended for occupancy as a residence for homeless persons.

“Ground floor” means a floor of a building with a building entrance on an accessible route. A building may have one or more ground floors. Where the first floor containing dwelling units in a building is above grade, all units on that floor must be served by a building entrance on an accessible route. This floor will be considered to be a ground floor.

a. The individual dwelling units shall contain an accessible route into and through the unit.

(1) All doors intended for use as passage through the dwelling unit shall have a clear opening of at least 32" nominal width with the door open 90 degrees, measured between the face of the door and the stop. Openings more than 24" in depth are not considered doorways.

NOTE: A 34" door, hung in the standard manner, provides an acceptable 32" opening.

(2) Except at doorways, the minimum clear width of the accessible route shall be at least 36" wide.

(3) In single-story units, special features such as lofts or sunken or raised areas are not required to be on an accessible route provided the areas do not interrupt the accessible route through the remainder of the dwelling unit.

(4) In multistory dwelling units in buildings with elevators, the story of the unit that is served by the building elevator shall be the primary entry to the unit and such entry/accessible floor shall comply with the requirements of subparagraphs (1), (2) and (3) above. The entry/accessible floor shall contain a bathroom or powder room which complies with paragraph "c" below.

(5) Exterior deck, patio, or balcony surfaces shall be no more than ½" below the floor level of the interior of the dwelling unit, unless they are constructed of impervious material such as concrete, brick or flagstone. In such case, the surface shall be no more than 4" below the floor level of the interior or lower if required by local building code.

(6) Thresholds at exterior doors, including sliding tracks, shall be no higher than ¾". Thresholds and changes in elevations as in subparagraph (5) above shall be beveled with a slope no greater than 1:2.

b. Kitchens shall meet or be adaptable to meet the following:

(1) A clear floor space at least 30" × 48" that allows a parallel approach by a person in a wheelchair must be provided at the range or cooktop and the sink. Either a parallel or forward approach must be provided at the oven, dishwasher, refrigerator/freezer or trash compactor.

(2) Clearance between counters and all opposing base cabinets, countertops, appliances or walls must be at least 40". In U-shaped kitchens with a sink or cooktop at the base of the "U," the base cabinets must be removable at that location or a 60" turning radius must be provided.

c. All bathrooms of covered multifamily dwelling units shall comply with provisions of subparagraph (1) of this paragraph or at least one bathroom in the dwelling unit shall comply with provisions of subparagraph (2) of this paragraph and all other bathrooms and powder rooms within the dwelling unit must be on an accessible route with usable entry doors in accordance with paragraph "a" above.

However, in multistory dwelling units, only those bathrooms on the accessible level are subject to these requirements. Where the powder room is the only facility provided on the accessible level of a multistory dwelling unit, the powder room must comply with the provisions of subparagraph (1) or (2) of this paragraph.

(1) Sufficient maneuvering space shall be provided within the bathroom for a person using a wheelchair or other mobility aid to enter and close the door, use the fixtures, reopen the door and exit. Doors may swing into the clear floor space provided at any fixture if the maneuvering space is provided. Maneuvering space may include any knee space or toe space available below the bathroom fixtures.

Clear floor space at fixtures may overlap.

If the shower stall is the only bathing facility provided in the covered dwelling unit, the shower stall shall measure at least 36" × 36".

NOTE: Cabinets under lavatories are acceptable provided the bathroom has space to allow a parallel approach by a person in a wheelchair; if parallel approach is not possible within the space, any cabinets provided would have to be removable to afford the necessary knee clearance for forward approach.

(2) Where the door swings into the bathroom, there shall be a clear space (2'6" × 4'0") within the room to position a wheelchair or other mobility aid clear of the path of the door as it is closed and to permit the use of the fixtures. This clear space can include any knee space and toe space available below the bathroom fixtures.

Where the door swings out, a clear space shall be provided within the bathroom for a person using a wheelchair or other mobility aid to position the wheelchair such that the person is allowed use of the fixtures. There also shall be a clear space to allow persons using wheelchairs to reopen the door to exit.

When both tub and shower fixtures are provided in the bathroom, at least one fixture shall be made accessible. When two or more lavatories are provided in a bathroom, at least one shall be made accessible.

Toilets shall be located within bathrooms in a manner that permits a grab bar to be installed on one side of the fixture. In locations where toilets are adjacent to walls or bathtubs, the centerline of the fixture shall be a minimum of 1'6" from the obstacle. The other (nongrab bar) side of the toilet fixture shall be a minimum of 1'3" from the finished surface of the adjoining walls, vanities, or the edge of a lavatory.

Vanities and lavatories shall be installed with the center line of the fixture a minimum of 1'3" horizontally from an adjoining wall or fixture. The top of the fixture rim is a maximum height of 2'10" above the finished floor. If knee space is provided below the vanity, the bottom of the apron is at least 2'3" above the floor. If provided, full knee space (for front approach) is at least 1'5" deep.

Bathtubs and tub/showers located in the bathroom shall provide a clear access aisle adjacent to the lavatory that is at least 2'6" wide and extends for a length of 4'0" (measured from the head of the bathtub).

Stall showers in the bathroom may be of any size or configuration. A minimum clear floor space 2'6" wide × 4'0" deep should be available outside the stall. If the shower stall is the only bathing facility provided in the covered dwelling unit, or on the accessible level of a covered multistory unit, and measures a nominal 36" × 36", the shower stall must have reinforcing to allow for installation of an optional wall-hung bench seat.

d. Walls in bathrooms which are to be adaptable shall be reinforced to allow later installation of grab bars around toilet, tub, shower stall and shower seat where provided.

Where the toilet is not placed adjacent to a side wall, provision shall be made for floor-mounted foldaway or similar alternative grab bars. Where the powder room is the only toilet facility located on an accessible level of a multistory dwelling unit, it must comply with this requirement for reinforced walls for grab bars. "Powder room" means a room with a toilet and sink.

NOTE: A tub may have shelves or benches at either end; or a tub may be installed without surrounding walls, if there is provision for alternative mounting of grab bars. For example, a sunken tub placed away from walls could have reinforced areas for installation of floor-mounted grab bars. The same principle applies to shower stalls, e.g., glass-walled stalls could be planned to allow floor-mounted grab bars to be installed later.

Reinforcement for grab bars may be provided in a variety of ways (for example, by plywood or wood blocking) so long as the necessary reinforcement is placed so as to permit later installation of appropriate grab bars.

e. Public and common use areas shall be readily accessible to and usable by persons with disabilities.

f. Light switches, electrical outlets, thermostats and other environmental controls shall be located no higher than 48", and no lower than 15", above the floor. If the reach is over an obstruction (for example, an overhanging shelf) between 20" and 25" in depth, the maximum height is reduced to 44" for forward approach; or 46" for side approach, provided the obstruction (for example, a kitchen base cabinet) is no more than 24" in depth. Obstructions should not extend more than 25" from the wall beneath a control. (See ADAAG Figure 5.)

NOTE: Controls or outlets that do not satisfy these specifications are acceptable provided that comparable controls or outlets (i.e., that perform the same functions) are provided within the same area and are accessible.

302.20(2) Elevators. An elevator shall be required in any apartment building of four or more stories. An elevator required by this subrule shall meet the requirements established for accessible elevators in rule 661—302.5(103A,104A), which adopts by reference section 4.10 of the Americans with Disabilities Act Accessibility Guidelines (28 CFR Part 36, Appendix A).

NOTE: Elevators are not required in apartment buildings of three or fewer stories; however, the Uniform Federal Accessibility Standards, or any other applicable standard, may require the installation of an elevator. If an elevator is not required to be installed by this rule, then the elevator is not subject to the requirements of rule 661—302.5(103A,104A).

302.20(3) Any covered units within a multiple unit dwelling which comply with a code or standard which has been certified as a safe harbor for compliance with the accessibility requirements of the federal Fair Housing Act by the U.S. Department of Housing and Urban Development shall be deemed to be in compliance with rule 661—302.20(103A,104A), unless the covered units are required to comply with the Uniform Federal Accessibility Standards or any other applicable requirements which may be more restrictive than the provisions of this rule.

Rule 661—302.20(103A,104A) is intended to implement Iowa Code sections 103A.7(5) and 104A.2.

[Filed 12/2/05, Notice 9/14/05—published 12/21/05, effective 4/1/06]

[Filed ARC 9993B (Notice ARC 9922B, IAB 12/14/11), IAB 2/8/12, effective 3/15/12]

[Filed ARC 2492C (Notice ARC 2250C, IAB 11/25/15), IAB 4/13/16, effective 5/18/16]

Structures Individually Listed on the National Register of Historic Places of Historic Places

- S. M. McKibben House – Walnut St.
- Old Jail – 411 E. 4th St. – 1974
- Sinnett Octagon House – Park Ave near Hwy 61 bypass
- Trinity Episcopal Church – 411 E. 2nd St.
- Alexander Clark House – 203 W. 3rd St.
- First Presbyterian Church – 401 Iowa Ave.
- J. C. B. Warde House – 205 Cherry St.
- Welch Apartments – 224 Iowa Ave.
- Muscatine County Courthouse – 3rd St.
- W. Joseph Fuller House – 1001 Mulberry Ave.
- Clark-Blackwell House – 206 Cherry St.
- Pliny and Adelia Fay House – 112 Locust St.
- Greenwood Cemetery Chapel – 1814 Lucas

Structures Listed as Contributing to the Downtown Commercial Historic District

- 228 W. 2nd Street
- 224 W. 2nd Street
- 218 W. 2nd Street
- 217-219 W. 2nd Street
- 212 W. 2nd Street
- 209-211 W. 2nd Street
- 208-210 W. 2nd Street
- 207 W. 2nd Street
- 206 W. 2nd Street
- 205 W. 2nd Street
- 201-203 W. 2nd Street
- 200-202-204 W. 2nd Street
- 131-133 W. 2nd Street
- 128 W. 2nd Street
- 124-126 W. 2nd Street
- 123-129 W. 2nd Street
- 117-121 W. 2nd Street
- 100-102 W. 2nd Street
- 100 E. 2nd Street
- 101 E. 2nd Street
- 102-104 E. 2nd Street
- 106-108 E. 2nd Street
- 110-112-114-116 E. 2nd Street
- 115 E. 2nd Street
- 121-123 E. 2nd Street
- 124 E. 2nd Street
- 127 E. 2nd Street
- 129 E. 2nd Street
- 130 E. 2nd Street
- 200 E. 2nd Street
- 201 E. 2nd Street
- 203 E. 2nd Street
- 204 E. 2nd Street
- 205 E. 2nd Street
- 206 E. 2nd Street
- 207-209 E. 2nd Street
- 208-210-212 E. 2nd Street
- 211 E. 2nd Street
- 213 E. 2nd Street
- 214-216-218-220 E. 2nd Street
- 215 E. 2nd Street
- 217 E. 2nd Street
- 219-221-223 E. 2nd Street
- 225 E. 2nd Street
- 227 E. 2nd Street
- 229 E. 2nd Street
- 301 E. 2nd Street
- 303 E. 2nd Street
- 305 E. 2nd Street
- 307-309-311 E. 2nd Street
- 313 E. 2nd Street
- 315-317 E. 2nd Street
- 319-321 E. 2nd Street
- 323-325 E. 2nd Street
- 327-329-331 E. 2nd Street
- 411 E. 2nd Street
- 413-415 E. 2nd Street
- 417 E. 2nd Street
- 419 E. 2nd Street
- 224 E. 3rd Street
- 301 E. 3rd Street
- 317 E. 3rd Street
- 400 E. 3rd Street
- 206-208 Cedar Street
- 210 Cedar Street
- 115 Chestnut Street
- 116 Chestnut Street
- 117 Chestnut Street
- 118 Chestnut Street
- 119 Chestnut Street
- 213 Chestnut Street
- 214 Chestnut Street
- 107 Iowa Avenue
- 109-111-113 Iowa Av
- 214 Iowa Avenue
- 214 ½ Iowa Avenue
- 216-218 Iowa Ave
- 220-224-226 Iowa
- 315-317 W. Mississippi Dr
- 305 W. Mississippi Dr
- 301 W. Mississippi Dr
- 221-225 W. Mississippi Drive
- 101 W. Mississippi Dr
- 101 E. Mississippi Dr
- 117 E. Mississippi Dr
- 126 Pine Street
- 214-216-218 Sycamore St
- 215 Sycamore Street
- 206-208 Walnut St
- 210 Walnut Street
- 212 Walnut Street
- 214 Walnut Street
- 216 Walnut Street
- 218 Walnut Street
- 220 Walnut Street
- 222 Walnut Street
- 224 Walnut Street
- 228 Walnut Street

Structures Listed as Contributing to the West Hill Historic District

- 301 W. 2nd Street
- 309 W. 2nd Street
- 313 W. 2nd Street
- 315 W. 2nd Street
- 317-319 W. 2nd St
- 321 W. 2nd Street
- 323 W. 2nd Street
- 326 W. 2nd Street
- 403 W. 2nd Street
- 411 W. 2nd Street
- 415 W. 2nd Street
- 419 W. 2nd Street
- 326 W. 2nd Street
- 400 W. 2nd Street
- 406 W. 2nd Street
- 414 W. 2nd Street
- 107 Spruce Street
- 502 W. 2nd Street
- 506 W. 2nd Street
- 510 W. 2nd Street
- 516 W. 2nd Street
- 503 W. 2nd Street
- 507 W. 2nd Street
- 511 W. 2nd Street
- 107 Locust Street
- 112 Locust Street
- 515 W. 2nd Street
- 608 W. 2nd Street
- 609 W. 2nd Street
- 207 Broadway Street
- 706 W. 2nd Street
- 718 W. 2nd Street
- 814 W. 2nd Street
- 201 W. 3rd Street
- 203-205 W. 3rd St
- 209 W. 3rd Street
- 213 W. 3rd Street
- 219 W. 3rd Street
- 216 W. 3rd Street
- 300 W. 3rd Street
- 212 Pine Street
- 306 W. 3rd Street
- 310 W. 3rd Street
- 314 W. 3rd Street
- 316 W. 3rd Street
- 305 W. 3rd Street
- 303 W. 3rd Street
- 307 W. 3rd Street
- 211 Linn Street
- 309 W. 3rd Street
- 311 W. 3rd Street
- 313 W. 3rd Street
- 315 W. 3rd Street
- 210 Linn Street
- 212 Linn Street
- 404 W. 3rd Street
- 406 W. 3rd Street
- 408 W. 3rd Street
- 414 W. 3rd Street
- 416 W. 3rd Street
- 401 -403 W. 3rd St
- 405 W. 3rd Street
- 407 W. 3rd Street
- 411 W. 3rd Street
- 413 W. 3rd Street
- 415 W. 3rd Street
- 417 W. 3rd Street
- 505 W. 3rd Street
- 509 W. 3rd Street
- 513 W. 3rd Street
- 519 W. 3rd Street
- 514 W. 3rd Street
- 518 W. 3rd Street
- 606 W. 3rd Street
- 614 W. 3rd Street
- 601 W. 3rd Street
- 605 W. 3rd Street
- 615 W. 3rd Street
- 617-619 W. 3rd St
- 700 W. 3rd Street
- 706 W. 3rd Street
- 710 W. 3rd Street
- 716 W. 3rd Street
- 701 W. 3rd Street
- 705 W. 3rd Street
- 715 W. 3rd Street
- 205 Cherry Street
- 206 Cherry Street
- 208 Cherry Street
- 800 W. 3rd Street
- 809 W. 2nd Street
- 201 Ash Street
- 802 W. 3rd Street
- 806 W. 3rd Street
- 812 W. 3rd Street
- 816 W. 3rd Street
- 801 W. 3rd Street
- 807 W. 3rd Street
- 308 Cherry Street
- 809 W. 3rd Street
- 200 Ash Street
- 206-208 Ash Street
- 900 W. 3rd Street
- 901 W. 3rd Street
- 905 W. 3rd Street
- 310 Chestnut Street
- 316 Chestnut Street
- 318 Chestnut Street
- 408 Chestnut Street
- 406 Chestnut Street
- 402 Chestnut Street
- 209 W. 4th Street
- 211 W. 4th Street
- 217 W. 4th Street
- 204 W. 4th Street
- 409 Pine Street
- 317 Pine Street
- 208 W. 4th Street
- 212 W. 4th Street
- 310 Pine Street
- 312 -314 Pine St
- 316-318 Pine Street
- 308 W. 4th Street
- 310 W. 4th Street
- 312 W. 4th Street
- 314 W. 4th Street
- 316 W. 4th Street
- 309 W. 4th Street
- 309 Linn Street
- 301 W. 4th Street
- 315 W. 4th Street
- 319 W. 4th Street
- 400 W. 4th Street
- 402 W. 4th Street
- 410 W. 4th Street
- 310 Linn Street
- 412 W. 4th Street
- 414 W. 4th Street
- 420 W. 4th Street
- 403 W. 4th Street
- 405 W. 4th Street
- 407 W. 4th Street
- 411 W. 4th Street
- 417 W. 4th Street
- 312 Spruce Street
- 502 W. 4th Street
- 504 W. 4th Street
- 506 W. 4th Street
- 508 W. 4th Street
- 510 W. 4th Street
- 514 W. 4th Street
- 516 W. 4th Street
- 518 W. 4th Street
- 501 W. 4th Street
- 505 W. 4th Street
- 507 W. 4th Street
- 509 W. 4th Street
- 511 W. 4th Street
- 513 W. 4th Street
- 517 W. 4th Street
- 312 Locust Street
- 314 Locust Street
- 316 Locust Street
- 408 Locust Street
- 313 Broadway St
- 311 Broadway St
- 601 W. 4th Street
- 603 W. 4th Street
- 605 W. 4th Street
- 611 W. 4th Street
- 613 W. 4th Street
- 617 W. 4th Street
- 701 W. 4th Street
- 705 W. 4th Street
- 707 W. 4th Street
- 709 W. 4th Street
- 3 Cherry Lane
- 408 Broadway St
- 404 Broadway St
- 715 W. 4th Street
- 312 Broadway St
- 314 Broadway St
- 710 W. 4th Street
- 804 W. 4th Street
- 317 Cherry Street
- 313 Cherry Street
- 400 Cherry Street
- 810 W. 4th Street
- 805 W. 4th Street
- 809 W. 4th Street
- 402 Cherry Street
- 410 Cherry Street

Structures Listed as Contributing to the Fair Oaks Historic District



Figure 43. Map of properties surveyed in the Fair Oaks neighborhood, with preliminary evaluations.

also see table on following pages for preliminary evaluations of individual resources

MINUTES
September 25, 2024 – 5:30 p.m.
Construction Appeal & Advisory Board
Muscatine City Hall
Lower-Level Conference Room

Present: Devin Abel, Jim Nobel, and Tim Kelly

Absent: Ken Gilkerson and James Miller

Staff: Andrew Fangman, Assistant Community Development Director

Also Present: Jeff Osborne

Minutes:

Meeting called to order at 5:24 pm.

Jim Nobel moved, seconded by Devin Able to approve the minutes from the June 12, 2024. The motion passed by a 3-0 vote.

Tim Kelly moved, seconded by Jim Nobel to approve the minutes from the August 25, 2024. The motion passed by a 3-0 vote.

A discussion took place regarding the State Historic Building Code. This code aims to restore or modify historic buildings while preserving their original architecture, ensuring safety and cost-effectiveness. It replaces certain accessibility sections of the International Existing Building Code (IEBC) with standards from Chapter 302 of the Iowa Administrative Code, offering more flexibility in meeting federal accessibility requirements. Jeff Osborne spoke in favor such an amendment.

Having previously agreed to recommend a local amendment mirroring the State Historic Building Code, the board discussed eligibility criteria for applying the proposed amendment to the code.

Two approaches were discussed:

- Mirroring State Historic Building Code: Require structures to be individually listed on the National Register, listed as contributing structures in a National Register-listed historic district, or have a certification of eligibility.
- Establishing Age or Built-By Date: Set a specific age or built-by date for eligible structures

After weighing the pros and cons of each approach, the board reached a consensus that a local amendment to the City Building Code mirroring the State Historic Building Code should also use the same eligibility criteria.

Tim Kelly moved, seconded by Devin Able to make a recommendation that City Council adopted an amendment to the City Building Code mirroring the State Historic Building Code, including the eligibility criteria. The motion passed by a 3-0 vote.

The board discussed a potential amendment to eliminate the engineering plan requirement for post-framed buildings under 1,440 square feet. They expressed conceptual support for this change.

Questions arose about how post-frame buildings currently bypass the engineering requirement. The board agreed to address this issue at the next meeting as a potential action item. They requested answers to their specific questions about the current handling of such buildings be included in the agenda packet for the next meeting.

Meeting adjourned at 6:01 p.m.

ATTEST:

Respectfully Submitted,

Devin Abel Chairperson
Construction Appeal & Advisory Board

Andrew Oien, Secretary
Building Division Manager

MINUTES
August 28, 2024 – 5:30 p.m.
Construction Appeal & Advisory Board
Muscatine City Hall
Lower-Level Conference Room

Present: Devin Abel, Ken Gilkerson, and Tim Kelly

Absent: Jim Noble and James Miller

Staff: Andrew Fangman, Assistant Community Development Director
Andrew Oien, Building Division Manager

Minutes:

Meeting called to order at 5:30 pm.

Action on approving the minutes from the June 12th meeting was tabled until the next meeting, as they were not included in the agenda packet.

Devin Abel moved, seconded by Ken Gilkerson, to amend the bylaws to change the permanent standing meeting time and date to 5:30 PM on the fourth Wednesday of the month. The motion passed by a 3-0 vote.

Andrew Oien discussed potential state action to adopt a mandatory statewide building permit, similar to the state's implementation of electrical and plumbing codes.

A general discussion took place regarding the State Historic Building Code. This code aims to restore or modify historic buildings while preserving their original architecture, ensuring safety and cost-effectiveness. It replaces certain accessibility sections of the International Existing Building Code (IEBC) with standards from Chapter 302 of the Iowa Administrative Code, offering more flexibility in meeting federal accessibility requirements. While Muscatine City has adopted the 2015 IEBC without changes, its own building code means the State Building Code doesn't apply to non-state-owned buildings within the city. Therefore, the additional flexibility offered by the State Historic Building Code is not available to qualifying historic buildings in Muscatine.

The board discussed the benefits of creating similar flexibility in Muscatine by adopting a local code amendment. A specific example of a downtown business relocation that could have been facilitated by such flexibility was cited. The board reached a consensus that they would like to see an action item on making a formal recommendation to the City Council to include a local amendment to the State Historic Building Code on the next agenda.

Andrew Oien informed the board that staff intends to present a proposed amendment at the next meeting that would eliminate the requirement for engineered plans for post-framed buildings under 1,440 square feet. The board indicated their desire to discuss this proposed amendment at their next meeting.

A discussion took place regarding the format and content of applications for appeals to the board. Forms used by Linn County for this purpose were reviewed, and the general consensus was that they served as a good template. Specific requests were made for the appellant to have a space to explain the rationale for the appeal, and for the inclusion of relevant pictures or illustrations when possible.

Meeting adjourned at 6:23 p.m.

ATTEST:

Respectfully Submitted,

Devin Abel Chairperson
Construction Appeal & Advisory Board

Andrew Oien, Secretary
Building Division Manager



City of Muscatine

ITEM NUMBER 2025-0088

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Resolution Setting a Public Hearing on March 20, 2025, for Review of the Plans and Specifications for the West Hill Sewer Separation Phase 6D Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a Public Hearing to review the plans and specifications for the West Hill Sewer Separation Phase 6D Project, for March 20, 2025, 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

This is the next phase in the West Hill Sewer Separation Project. This is a continuation of our yearly schedule of letting a sewer separation project.

CITY FINANCIAL IMPACT

There is no financial impact to hold the public hearing

ATTACHMENTS

1. Public Hearing RES (1)
2. Public Notice for WHSSP Phase 6D

RESOLUTION NO.2024-0088

SET TIME AND PLACE FOR PUBLIC HEARING ON THE WEST HILL SEWER SEPARATION PHASE 6D 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 West Hill Sewer Separation Phase 6D 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 March 20th, 2025 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 6th DAY OF MARCH, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE WEST HILL SEWER SEPARATION PHASE 6D 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 West Hill Sewer Separation Phase 6D Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on March 20th, 2025 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.

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2025-0089

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Resolution Setting a Public Hearing on March 20, 2025, for Review of the Plans and Specifications for the Fulliam Avenue Reconstruction Phase 3 Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a Public Hearing to review the plans and specifications for the Fulliam Avenue Reconstruction Phase 3 Project, for March 20, 2025, 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

This is for the third and final phase of the Fulliam Avenue Reconstruction Project.

CITY FINANCIAL IMPACT

There is no financial impact to hold the public hearing

ATTACHMENTS

1. Public Hearing RES (3)
2. Public Notice for Fulliam Ave Phase 3

RESOLUTION NO. 2025-0089

SETTING TIME AND PLACE FOR PUBLIC HEARING ON THE FULLIAM AVENUE RECONSTRUCTION PHASE 3 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 Fulliam Avenue Reconstruction Phase 3 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 March 20th, 2025 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 6th DAY OF MARCH, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE FULLIAM AVENUE RECONSTRUCTION PHASE 3 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 Fulliam Avenue Reconstruction Phase 3 Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on March 20th, 2025 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.

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2025-0090

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

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

SUBJECT

Resolution Setting a Public Hearing on March 20, 2025, for Review of the Plans and Specifications for the Cured-In-Place-Pipe-Liner Project.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a Public Hearing to review the plans and specifications for the Cured-In-Place-Pipe-Liner Project, for March 20, 2025, 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

Every year Public Works inspects the sewer pipe network and identifies areas in need for lining to extend usable life. This project is for the lining 1,880 feet of 8" sanitary sewer and 334 feet of 24" storm sewer.

CITY FINANCIAL IMPACT

There is no financial impact to hold the public hearing.

ATTACHMENTS

1. Public Hearing RES (4)
2. Public Notice for Sewer Lining

RESOLUTION NO. 2024-0090

**SET TIME AND PLACE FOR PUBLIC HEARING ON THE
REHABILITATION OF UNDERGROUND PIPES WITH
CURED-IN-PLACE-PIPE-LINER 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 Rehabilitation of Underground Pipes with Cured-In-Place-Pipe-Liner 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 March 20th, 2025 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 6th DAY OF MARCH, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE REHABILITATION OF UNDERGROUND PIPES WITH CURED-IN-PLACE-PIPE-LINER 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 Rehabilitation of Underground Pipes with Cured-In-Place-Pipe-Liner Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on March 20th, 2025 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.

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2025-0095

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Setting a Public Hearing on March 20, 2025, for Review Plans and Specifications for Snow Removal Equipment at the Muscatine Municipal Airport

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution setting a Public Hearing to review the plans and specifications for snow removal equipment bids, for March 20, 2025, 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

City staff are working with Bolton & Menk Engineering, our contracted airport consultant, to prepare plans and specifications for the procurement of snow removal equipment for the airport. This project will be funded at 90% by a grant from the Federal Aviation Administration (FAA). The remaining 10% will be funded by bond proceeds.

CITY FINANCIAL IMPACT

No financial impact to set public hearing.

ATTACHMENTS

1. Set Public Hearing Resolution Airport SRE
2. Public Notice for Public Hearing Airport SRE

RESOLUTION NO. 2025-0095

**SETTING TIME AND PLACE FOR PUBLIC HEARING ON THE PLANS,
SPECIFICATIONS, FORM OF CONTRACT, COST ESTIMATE, AND SETTING
A BID DATE FOR THE MUSCATINE AIRPORT SNOW REMOVAL
EQUIPMENT PROJECT**

WHEREAS, the City Council of the City of Muscatine, Iowa has heretofore granted preliminary approval of the contract, and cost estimates for the proposed Snow Removal Equipment Project at the Muscatine Municipal Airport; and

WHEREAS, the proposed project has been paid for out of funds legally available for that purpose;

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

SECTION I: On March 20, 2025 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, cost estimate, and setting a bid date for the Muscatine Airport Snow Removal Equipment 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.

PASSED, APPROVED, AND ADOPTED THIS 6th DAY OF March, 2025.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Cinda Hilger, City Clerk

PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE MUSCATINE AIRPORT SNOW REMOVAL EQUIPMENT 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 Muscatine Snow Removal Equipment Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on March 20, 2025, 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.

Cinda Hilger, City Clerk



City of Muscatine

ITEM NUMBER 2025-0091

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

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

SUBJECT

Request to Enter Into Contract with Top Choice Construction & Roofing as the City General Contractor for Minor City Construction Projects.

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with Top Choice Construction & Roofing as the City General Contractor.

STAFF RECOMMENDATION

Staff recommends that City Council approve this request to enter into a contract agreement with Top Choice Construction & Roofing as the City General Contractor. This will be a three-year contract from March 6, 2025, to March 31, 2028, with a possible one-year extension.

BACKGROUND/DISCUSSION

The City received three bid proposals on Ionwave for the City General Contractor agreement. One company did not submit a complete proposal, and Top Choice Construction & Roofing was the lower bid of the two completed proposals. A bid tabulation with a breakdown of the fees has been provided.

CITY FINANCIAL IMPACT

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

ATTACHMENTS

1. Bid Tabulation by Supplier Feb 2025
2. Contractor Agreement Bid Doc January 2025

Event Number	2025-0081 Addendum 1
Event Title	General Contractor
Event Description	
Event Type	Request for Quote
Issue Date	2/3/2025 03:00:03 PM (CT)
Close Date	2/21/2025 01:30:00 PM (CT)

Organization	City of Muscatine
Workgroup	Purchasing
Event Owner	Eva Birch
Email	ebirch@muscatineiowa.gov
Phone	(563) 263-8933
Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Wolfe Contracting Inc	MUSCATINE	IA	2/21/2025 07:04:02 AM (CT)	26	\$2,237.50
Top Choice Construction And Ro Milan		IL	2/13/2025 12:20:55 PM (CT)	32	\$3,306.25
ZWB General Construction	Muscatine	IA	2/11/2025 07:28:16 AM (CT)	32	\$4,080.00

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

						Wolfe Contracting Inc		p Choice Consti	
						Total Price	\$2,237.50	Total Price	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit
1	Project Manager			1	HR		\$58.00	\$58.00	\$65.00
2	Project Manager Overtime Rate			1	HR		\$87.00	\$87.00	\$65.00
3	Project Superintendent			1	HR		No Bid		\$57.50
4	Project Superintendent Overtime Rate			1	HR		No Bid		\$57.50
5	General Foreman			1	HR		\$56.00	\$56.00	\$75.00
6	General Foreman Overtime Rate			1	HR		\$84.00	\$84.00	\$85.50
7	Licensed Plumber			1	HR		\$90.00	\$90.00	\$110.00
8	Licensed Plumber Overtime Rate			1	HR		\$135.00	\$135.00	\$140.00
9	Apprentice Plumber			1	HR		\$60.00	\$60.00	\$30.00
10	Apprentice Plumber Overtime Rate			1	HR		\$90.00	\$90.00	\$45.00
11	Licensed Electrician			1	HR		\$65.00	\$65.00	\$140.00
12	Licensed Electrician Overtime Rate			1	HR		\$97.50	\$97.50	\$140.00
13	Apprentice Electrician			1	HR		\$50.00	\$50.00	\$60.00
14	Apprentice Electrician Overtime Rate			1	HR		\$75.00	\$75.00	\$60.00
15	Carpenter			1	HR		\$54.00	\$54.00	\$65.50
16	Carpenter Overtime Rate			1	HR		\$81.00	\$81.00	\$80.25
17	Laborer			1	HR		\$50.00	\$50.00	\$30.00
18	Laborer Overtime Rate			1	HR		\$75.00	\$75.00	\$45.00
19	Painter			1	HR		\$36.00	\$36.00	\$50.00
20	Painter Overtime Rate			1	HR		\$54.00	\$54.00	\$75.00
21	Iron Worker			1	HR		\$56.00	\$56.00	\$85.00
22	Iron WorkerOvertime Rate			1	HR		\$84.00	\$84.00	\$120.00
23	Backhoe with operator			1	HR		\$120.00	\$120.00	\$170.00
24	Backhoe with operatorOvertime Rate			1	HR		\$180.00	\$180.00	\$170.00
25	Dump truck with operator			1	HR		\$100.00	\$100.00	\$115.00
26	Dump truck with operator Overtime Rate			1	HR		\$150.00	\$150.00	\$115.00
27	Welder with operator			1	HR		\$100.00	\$100.00	\$70.00
28	Welder with operator Overtime Rate			1	HR		\$150.00	\$150.00	\$100.00
29	Loader with operator			1	HR		No Bid		\$225.00
30	Loader with operatorOvertime Rate			1	HR		No Bid		\$250.00
31	Professional Engineering			1	HR		No Bid		\$170.00
32	Professional Engineering Overtime Rate			1	HR		No Bid		\$240.00

	struction And Roof	ZWB General Construction	
	\$3,306.25	Total Price	\$4,080.00
Line #	Extended	Unit	Extended
1	\$65.00	\$90.00	\$90.00
2	\$65.00	\$135.00	\$135.00
3	\$57.50	\$90.00	\$90.00
4	\$57.50	\$135.00	\$135.00
5	\$75.00	\$80.00	\$80.00
6	\$85.50	\$120.00	\$120.00
7	\$110.00	\$130.00	\$130.00
8	\$140.00	\$195.00	\$195.00
9	\$30.00	\$80.00	\$80.00
10	\$45.00	\$120.00	\$120.00
11	\$140.00	\$130.00	\$130.00
12	\$140.00	\$195.00	\$195.00
13	\$60.00	\$65.00	\$65.00
14	\$60.00	\$97.50	\$97.50
15	\$65.50	\$80.00	\$80.00
16	\$80.25	\$120.00	\$120.00
17	\$30.00	\$65.00	\$65.00
18	\$45.00	\$97.50	\$97.50
19	\$50.00	\$75.00	\$75.00
20	\$75.00	\$112.50	\$112.50
21	\$85.00	\$80.00	\$80.00
22	\$120.00	\$120.00	\$120.00
23	\$170.00	\$125.00	\$125.00
24	\$170.00	\$187.50	\$187.50
25	\$115.00	\$125.00	\$125.00
26	\$115.00	\$187.50	\$187.50
27	\$70.00	\$85.00	\$85.00
28	\$100.00	\$127.50	\$127.50
29	\$225.00	\$125.00	\$125.00
30	\$250.00	\$187.50	\$187.50
31	\$170.00	\$172.50	\$172.50
32	\$240.00	\$345.00	\$345.00

Line	Responding Supplier	Supplier Notes
1	ZWB General Construction	or % of project
2	ZWB General Construction	or % of project
25	ZWB General Construction	does not include materials or discarding of materials
26	ZWB General Construction	does not include materials or discarding of materials
31	ZWB General Construction	Rates from Select Structural
32	ZWB General Construction	Rates from Select Structural

Line #	Att #	Attribute Name	Attribute Note	Wolfe Contracting	Top Choice Constr	ZWB General Construction
Header	1	Contractor Agreement/Sp	Please download the Cont	I have read, unders	I have read, unders	I have read, unders
Header	2	Sales Tax Information	Please download the Sale	I have read, unders	I have read, unders	I have read, unders
Header	3	Right to Defer	Please download the Righ	I have read, unders	I have read, unders	I have read, unders
Header	4	OSHA Compliance	Please download the OSH	I have read, unders	I have read, unders	I have read, unders
Header	5	Bid Conformity	Please download the Bid (I	I have read, unders	I have read, unders	I have read, unders

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Wolfe Contracting Inc	Brian Wolfe Jr	brian@wolfecontractinginc.com	All T&M invoices to have a 15% mark up on Labor, Material & Subs
Top Choice Construction And Ro	Travis Hawkins	Tcconstructionqc@gmail.com	
ZWB General Construction	Zachary Boots	zach@zwbgc.com	

**CITY OF MUSCATINE
GENERAL CONTRACTOR
AGREEMENT**

Prepared by: City of Muscatine
Public Works Department
1459 Washington Street
Muscatine, IA 52761
Ph. 563-263-8933

Email: sobrien@muscatineiowa.gov

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1. AGREEMENT This agreement is made as of _____ (date) by and between The City of Muscatine, Iowa (“City”) and _____ (“Contractor”) for certain categories of work (referred to herein as “Work”) to be performed in Muscatine, Iowa (“job site”). This contractor would supply multiple crafts to do miscellaneous maintenance projects and small capital improvement projects (under \$25,000) as directed by the City.
2. WORK The Work shall consist of furnishing all operations, labor, equipment, materials and supplies and doing all things necessary for the proper performance of such Work described in Article 1, Category of Work, of Exhibit A or as may be specified by written Work Order.
3. WORK ORDER The term “Work Order” shall mean the written order issued by the City to Contractor designating the Work to be performed. Work will not begin until a Work Order has been issued for that specific project. Unless the Work Order expressly provides otherwise, all terms, conditions and provisions of this Agreement shall apply with respect to all Work under that Work Order. A separate Work Order will be issued for each project to be performed pursuant to this Agreement.
4. TERM The term of this Agreement shall commence upon city council approval in February of 2025 and shall continue in force with contract ending March 31, 2028, and with joint consent, a possible one-year extension unless or until terminated by either party giving the other at least thirty (30) days prior written notice.
5. START/COMPLETION OF WORK Unless otherwise stipulated in the Work Order, the Work shall be commenced at the job site within five (5) working days after receipt of the Work Order authorizing such Work and shall be completed as soon as practicable under a completion schedule for the Work established by the City.
6. COMPENSATION For the proper performance of the Work, City shall pay Contractor in accordance with Article 2, Payment, of Exhibit A, unless a lump-sum amount, unit costs, hourly rates or some other method of computing payments is agreed upon and set forth in the Work Order. Unless otherwise stipulated in the Work Order, the City will make payments to the Contractor for the Work completed and covered by a particular Work Order. Such payments shall be submitted to the City Council for approval on the third Thursday of each month providing that the invoice was received by City by the first Thursday of each month. No payments made prior to acceptance of the Work shall be construed to be an acceptance of the Work in whole or in part.
7. REPRESENTATIVE The term "Representative" means the employee of the City authorized to represent it with respect to the Work.
8. SPECIFICATIONS & DRAWINGS Any specifications or drawings which are attached to a Work Order issued pursuant to this Agreement or referred to in the Work Order are a part of this Agreement, and the Work shall conform thereto. If ambiguities or conflicts appear in or between specifications and drawings, or if detailed information has been omitted, Contractor shall request interpretation, clarification and/or additional instructions before proceeding with the Work. Any drawings prepared by Contractor in connection with the Work shall become a part of this Agreement when approved by City, however, such approval by City of Contractor's drawings shall be construed to apply only to general arrangement and shall not relieve Contractor of entire responsibility for errors of any sort, for correctness of design, detail or dimensions or for deviation therein from drawings furnished by City. In the event of conflicts or discrepancies between Contractor’s drawings and City drawings, the latter shall

take precedence and control, unless and to the extent that City shall otherwise specifically direct in writing.

9. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS All drawings (including sketches, shop drawings and vendors drawings) and specifications, including all copies thereof, whether furnished to Contractor or obtained or prepared by Contractor for the Work, shall be delivered to City upon completion of the work, when requested by the City or when no longer required to perform the work, whichever is earlier. With express written permission of City, Contractor may retain one copy for insurance and liability purposes, provided Contractor agrees to not utilize such specifications or drawings for any other client or project and to otherwise protect the City's ownership interest in such specifications or drawings.
10. COMPLIANCE WITH LAWS Contractor represents that the Work will comply with all applicable state, federal and local laws, rules, regulations and executive orders.
11. PERFORMANCE OF WORK Contractor agrees to cooperate with City in every way in performing the Work and to provide competent supervision and direction and to maintain at the job site the necessary material, equipment and skilled workers to properly complete the Work.
12. SAFETY Contractor acknowledges and recognizes the importance of the safety and health of all persons, including, but not limited to, employees of Contractor, other contractors and City employees and the General Public. Contractor shall strictly and carefully comply with all requirements of this Agreement and its attachments pertaining to safety and health, including, but not limited to, the safety and health provisions of City policies, practices and rules for the job site. Contractor agrees to devote special care and attention to, and to exercise its best efforts to attain, the desired objective of having the Work completed without injury to any person.
13. WARRANTY Contractor warrants that the Work will be of high quality with workmanship proper and sufficient for the purpose contemplated and in accordance with the best trade practices and the 2015 International Building Codes and the National Electrical Codes (NEC) 2020 Edition. Contractor further warrants that the Work shall fulfill the terms of all special guarantees established by this Agreement and that the Work shall be free from defects due to faulty materials, equipment or workmanship, until the expiration of one year from the date of final payment under the applicable Work Order. City shall give notice of observed defects with reasonable promptness. Contractor shall promptly reimburse City for its costs in remedying such defects or, at City option, Contractor shall at Contractor's own expense and with all possible speed remedy such defects. In either case, Contractor shall also pay for any resulting damage to other property and work. Any cost for which Contractor is liable under this Agreement shall be borne by Contractor; and the City, in addition to any other right or rights it may have, may withhold money otherwise due Contractor to cover any such cost.
14. CONFIDENTIALITY For the purposes of this Article 14, should a project ever require confidentiality, upon request by City, the Contractor shall cause such persons involved in the Work on Contractor's behalf as City may designate to sign individual secrecy agreements in a form satisfactory to City.
15. INSPECTIONS Contractor shall provide safe and proper facilities for both access to and inspection of the Work by City. If portions of the Work are performed off job site premises, Contractor shall make whatever arrangements are necessary to enable City to inspect such portions of the Work when requested by the Representative. If the specifications, the Representative's instructions, laws, ordinances or any public authorities require the Work or any portion thereof to be specially tested or approved,

Contractor shall give the Representative timely notice of its readiness for inspection and, if the inspection is by an authority other than the Representative, of the date fixed for such inspection, and Contractor shall secure all required Certificates of Inspection. Any portion of the Work covered up without the approval or consent of the Representative must, if required by the Representative, be uncovered for examination at Contractor's expense.

16. PERMITS Contractor shall be responsible for obtaining all necessary permits from the City Building & Zoning Division of Community Development to perform work. Contractor shall also be responsible to schedule all inspections related to such work. Fees for permits for city projects will be waived.
17. CHANGES City, without invalidating this Agreement, may make changes in the specifications or drawings, issue additional instructions, designate itself as a supplier of labor, equipment or materials or require additions to or deductions from the Work (all of which are hereinafter referred to as a "Change" or "Changes"). The terms, conditions and provisions of this Agreement shall apply to all such Changes with the same effect as if such Changes were a part of this Agreement from the outset, except that any claim for an extension of time caused thereby shall be adjusted at the time such Change is ordered. Contractor shall proceed therewith when so ordered by the Representative. If any such Change is a deduction from the Work which is being performed for a lump sum amount pursuant to a particular Work Order, the value of such Change shall be determined on the basis of a reasonable estimate of the cost of said deduction. Except for minor Changes not involving extra cost, no Changes shall be made except pursuant to a written Work Order from the Representative, and no claim for payment or reimbursement shall be valid without such Work Order.

When Contractor receives an authorizing Work Order as set forth herein, it shall proceed with the Change and shall be compensated therefore in accordance with Exhibit A of this Agreement.

18. PHYSICAL CONDITIONS Contractor shall promptly, and before such conditions are disturbed, notify the Representative in person or by telephone of:
 - (a) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement or the applicable Work Order, or
 - (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the category provided for in this Agreement.

The Representative shall promptly investigate the above-mentioned physical conditions. If the Representative finds that such conditions do so materially differ, and that the same cause an increase or decrease in Contractor's cost of, or time required for, performance of the Work, an equitable adjustment shall be made and the Work Order modified accordingly. No claim of Contractor for adjustment hereunder shall be allowed unless it has given notice as herein required.

19. TERMINATION City may, by giving written notice to Contractor, terminate this Agreement or any Work Order issued pursuant hereto at any time. Except if terminated pursuant to the provisions of Article 4, if City terminates this Agreement or any Work Order for reason other than Contractor's breach of any of the provisions hereof, City shall pay Contractor for Work performed by Contractor in accordance with this Agreement prior to the effective date in the notice of termination, plus for Work performed in accordance with this Agreement after the effective date of the notice of termination, which is specifically authorized in writing by City to orderly and expeditiously bring the Work or any part thereof which was terminated, to conclusion. Upon any termination as set forth herein, City shall be

entitled to defer payment to Contractor to the extent of all bona fide claims it may have against Contractor under or arising out of this Agreement until such claims have been settled.

20. SUSPENSION OF WORK Contractor agrees that City may, by oral or written notice, suspend, delay or interrupt all or any part of the Work at any stage of its progress for the period hereinafter provided. Any oral notice given pursuant hereto shall be confirmed in writing within three (3) days thereafter. If the Work is suspended, delayed or interrupted by City for a period of ninety (90) days, and unless Contractor agrees in writing to a longer period, Contractor may, at any time thereafter and upon not less than thirty (30) days prior written notice to City, terminate this Agreement or the applicable Work Order issued pursuant hereto and recover from City for that portion of the Work completed as if City had terminated this Agreement pursuant to Article 18 hereof. If Contractor is authorized to resume the Work that was suspended, delayed or interrupted, the Agreement shall be equitably adjusted in writing to provide for any necessary increase in the time required for, or the cost properly allocable to, the performance of the Work; provided however, that Contractor submits a claim for such adjustment within thirty (30) days after such resumption of the Work.
21. PATENTS/COPYRIGHTS Contractor shall defend all suits or claims for infringement of any patent rights or copyrights arising out of the Work and shall save City harmless from loss of account thereof; provided, however, that City shall be responsible for all such loss when it or the Representative specifies any particular equipment; material, or the product of a particular manufacturer, which is an infringement of a patent or copyright; provided further, however, that if the Contractor has information indicating that any such designated equipment, material, or the product of a particular manufacturer, or the use thereof, might constitute an infringement of a patent or copyright, Contractor shall promptly inform the Representative in writing and unless Contractor does so inform the Representative, Contractor shall be responsible for any loss suffered by City as a result of such omission.
22. LIENS AND CLAIMS No payment under this Agreement shall become due and payable until Contractor, if required, has delivered to City complete releases of all liens and all other claims of whatever nature which have arisen or which could arise as a result of any operations related to the Work or this Agreement, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as Contractor has knowledge or information the releases and receipts include all operations, labor, equipment, materials and all things for which a lien or other claim could be filed or made. Said releases shall be effective as to liens and claims existing as of the date payment are requested. If any lien or other claim remains unsatisfied after all payments are made, Contractor shall refund to City all monies that City may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys' fees.
23. ASSIGNMENT Contractor shall not assign this Agreement or sublet it as a whole nor shall Contractor assign any monies due or to become due to it hereunder, without the prior written consent of City. Any attempt to so assign or sublet shall be void. Assignment or subletting with such consent shall in no way relieve Contractor of any of its obligations under this Agreement.
24. TITLE TO WORK The title to all Work completed or in the course of construction at the job site shall be in City, title to all materials, supplies and equipment intended for incorporation into the Work shall pass to City upon delivery at the job site; provided however, that such passage of title shall in no-way relieve Contractor of any of its obligations under this Agreement. Contractor will be responsible for securing and protecting all materials and equipment on job site.

25. INDEMNIFICATION Except as hereinafter set forth in this Article 24, and except to the extent prohibited by law, Contractor shall indemnify and save City and its employees harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses (including the cost of defense, settlement and reasonable attorney fees, expert fees and paralegal fees) (collectively referred to as the "Damages"), which any or all of them may hereafter suffer, incur, be responsible for or pay out (whether the damages arise out of or in connection with the work, or from any operations under or in connection with this Contract) as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property occurring to, or caused in whole or in part by, Contractor (or any of its employees), any of its subcontractors (or any employee thereof), or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by either Contractor or any of its subcontractors, including those injuries and property damages caused by the joint or concurring negligent act or omission of City or its employees. Upon the request of City, Contractor shall promptly defend any such demand, claim, and cause of action or suit.

City agrees that Contractor shall not be liable to City under this Article 24 for liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses arising out of bodily injury (including death) to any person or damage (including loss of use) to any property caused by or resulting from the sole negligence of City or its employees.

26. INSURANCE CERTIFICATES Contractor shall not begin the Work under this Agreement until:

- (a) - it has obtained all the insurance required herein,
- (b) - it has furnished certificates of insurance satisfactory to City, and
- (c) - such insurance and the certificates have been approved by City.

The Contractor will give notice to the City within 10 days after they receive notice from their carrier of reduction, cancellation or expiration of the policies.

27. INSURANCE REQUIREMENTS Contractor shall purchase and maintain for the term of this Agreement such insurance as will protect the Contractor (and City where applicable) from claims arising out of Contractor's operations under the contract, including operations by subcontractors or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them would be liable. Contractor must continue this coverage for two years after the completion of the project.

All such insurance will be at the expense of the contractor unless agreed to in advance in writing that the City will share in the expense. All insurance will be purchased from an insurance company authorized to do business in the state of Iowa either by virtue of being a licensed carrier or authorized under Iowa's excess & surplus lines laws. All insurance companies will carry a rating from A.M. Best or B+ or better or its equivalent.

The following are minimal acceptable limits for each line of coverage required:

A. WORKER'S COMPENSATION:

State of Iowa	Statutory
Federal (if applicable)	Statutory
Employers Liability	
1. Bodily Injury Per Accident	\$500,000

2. Bodily Injury by Disease Policy Limit	\$500,000
3. Bodily Injury by Disease Policy Each Employee	\$500,000

B. COMPREHENSIVE GENERAL LIABILITY:

General Aggregate (Other than Products & Completed Operations)	\$2,000,000
Aggregate Products & Completed Operations	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expenses – Any One Person	\$5,000
Fire Damage Limit – Any One Fire	\$100,000

Policy to be written on an “occurrence” form; Policy will include coverage for:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Contractual Liability
5. Personal & Advertising Injury
6. Property Damage Underground or by Explosion or Collapse (XCU)
7. City of Muscatine to be named as an additional insured
8. The additional insured status will be on a primary basis with the City of Muscatine’s insurance being non-contributory and excess over the Contractor’s coverage

Contractor will advise the City of any claim paid or reserved that might significantly impact the aggregate limit.

C. COMPREHENSIVE AUTO LIABILITY:

Bodily injury liability per Accident	\$1,000,000
Property Damage Liability per Accident	\$500,000
OR	
Combined Single Limit	\$1,000,000

Comprehensive Auto Liability to include all licensed vehicles to be used in connection with the project whether owned, non-owned, or hired.

D. UMBRELLA LIABILITY:

Per Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The umbrella liability to provide excess protection over the primary coverages, general liability, auto liability & employer’s liability of the Worker’s Compensation policy.

E. INSTALLATION FLOATER:

Contractor will purchase an "all risk" installation floater policy for the value of the property being installed to the job. The policy will name the City as a loss payee regarding this property until it has been installed or accepted by the City.

GENERAL PROVISIONS:

1. A certificate of insurance documenting full compliance with each required coverage will be delivered to the City for approval by the City's Agent of Record prior to beginning any work under this agreement.
2. The Contractor will give notice to the City within 10 days after they receive notice from their carrier of reduction, cancellation, or expiration of the policy.
3. Contractor assumes full responsibility for the safe keeping of all contractor's or contractor's employees and subcontractor's vehicles, tools, equipment & supplies and will not attempt to hold the City of Muscatine responsible for any loss to such property without regard to any actual or alleged negligent acts of either omission or commission on the part of the City of Muscatine, any employee or anyone else acting for or in behalf of the City of Muscatine.
4. Contractor shall be responsible for the safe keeping of all materials & supplies to be used in any job until such material or supplies have been installed or utilized and accepted by the City, and if any of it is damaged or destroyed from any cause the contractor will replace at his own expense.

SUBROGATION/HOLD HARMLESS:

To the extent that such insurance is in force and collectible and to the extent permitted by law, City and Contractor each hereby release & waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise.

The City of Muscatine will be held harmless for any claim involving bodily injury to contractor or any partner or employee of either whether or not workers compensation coverage is in effect.

28. **SURVIVAL OF OBLIGATIONS** The obligations of Contractor under this Agreement which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement, or the suspension, completion and/or acceptance of the Work or any part thereof, or final payment to Contractor, it being agreed between Contractor and City that said obligations shall be of a continuing nature and effect.
29. **NOTICES** Any notices required or permitted to be given by this Agreement shall be in writing and delivered in person, which delivery recipient agrees to acknowledge in writing, or sent by fax, with a copy by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed as follows:

City:	City of Muscatine
Attention:	Stan O'Brien
Address:	1459 Washington St. Muscatine, IA 52761

Phone:	(563) 263-8933
FAX:	(563) 263-2127
Email:	sobrien@muscatineiowa.gov

Either party, by written notice to the other party, may change the person and/or address to which notice shall be given. Both parties agree to acknowledge in writing the receipt of any notice delivered in person.

30. INDEPENDENT CONTRACTOR Contractor is and shall remain an independent contractor in its performance of the Work and neither Contractor nor anyone directly or indirectly employed or engaged by Contractor shall make any representations to the contrary.
31. HEADINGS Headings of particular articles are inserted only for convenience and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the articles to which they refer.
32. MISCELLANEOUS This Agreement (including the attached Exhibit(s) "A" through "D" and the Work Orders issued pursuant hereto set forth the entire agreement between Contractor and City with respect to the subject matter hereof. All prior negotiations and dealings regarding the subject matter hereof are superseded by and merged in this Agreement. All time limits stated in this Agreement or any Work Order issued pursuant hereto is of the essence thereof.
33. GOVERNING LAW This Agreement shall be construed and interpreted in accordance with the laws and judicial decisions of the State of Iowa.
34. SPECIAL PROVISIONS Each working day the Contractor will be required to submit a timesheet to the Representative for his approval and signature. (See Exhibit "C").

IN WITNESS WHEREOF Contractor and City have executed this Agreement effective as of the date set forth at its beginning and continuing in effect for three (3) years thereafter.

City of Muscatine

Contractor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “A”

MASTER MAINTENANCE AGREEMENT NO. _____

1. Category of Work – General Description

Work to encompass miscellaneous City projects as directed by Work Order. Work to include, but not limited to: plumbing, carpentry, electrical, general labor, concrete, masonry, excavation and hauling.

2. Payment In the event a Work Order designating Work to be performed does not set forth a lump-sum amount, unit costs, hourly rates or some other method for computing Contractor’s compensation for such Work, Contractor’s total compensation for performing such Work shall be computed as follows:

- (a) Contractor shall be reimbursed for the straight-time and/or overtime (approved by Representative) hourly rates listed by category. Listed rates to be actual total charge to City.

	Straight-time Rate	Overtime Rate
Project Manager		
Project Superintendent		
General Foreman		
Licensed Plumber		
Apprentice Plumber		
Licensed Electrician		
Apprentice Electrician		
Carpenter		
Laborer		
Painter		
Iron Worker		
Backhoe with operator		
Dump truck with operator		
Welder with operator		
Loader with operator		
Professional Engineering		

Specialized categories not listed, are to be individually defined/classified and approved by Representative and charged as one of the above categories. Worker hours will be computed based on productive time on job site, daily travel time to and from job site will not be compensated.

(b) A letter from Finance will be issued for tax-free purchases for the City of Muscatine per project. City of Muscatine contractor and subcontractor information for contracts bid net of sales tax.

(c) Contractor shall be reimbursed for the usage of equipment (with an individual purchase price in excess of \$1,000) on the work. The rental charges for such equipment rented by Contractor from third parties shall be in accordance with the terms of rental schedules previously approved by the Representative. The charge for the usage of such equipment which is owned by Contractor shall be in accordance with a schedule of rates previously approved by the Representative or as set forth in an exhibit (if any) to the Agreement. No fee (mark-up) shall apply to any such charges for the usage of Contractor owned or rented equipment.

(d) Contractor shall be reimbursed for the actual payments necessarily made by Contractor to its subcontractors for Work performed pursuant to subcontracts which have been approved by the Representative. No fee (mark-up) shall apply to any such subcontracts. (Where possible all materials should be purchased by, or billed directly to, the City)

When payments to Contractor under this Agreement are on other than a lump-sum basis, Contractor shall check all labor and equipment incorporated into the Work and shall keep such full and detailed accounts as may be required for proper financial management under the Contract, including submittal of daily timesheets for Representatives' approval. Contractor's accounting system shall be in accordance with generally acceptable accounting principles and practices and such as is acceptable to the Representative. The Representative and other representatives of City shall be afforded access to the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, etc., relating to this Agreement or to the Work; and Contractor shall preserve all such records for a period of two (2) years after the final payment for the Work covered by a particular Work Order.

Should Contractor neglect or refuse to pay, within thirty (30) days after it falls due, any bill legitimately incurred by it in connection with the Work (and for which Contractor is to be reimbursed under paragraph 2 hereof), City after giving Contractor twenty-four hours' written notice of its intention to do so, shall have the right to pay such bill directly. In such event, said payment shall not be included in the cost of the Work either with respect to reimbursement or for the purpose of calculating Contractor's fee.

EXHIBIT “B”

Each project will be assigned via a Work Order, similar to sample:

Work Order No. _____
CITY OF MUSCATINE – WORK ORDER (Ref. Purchase Order No. xxxxxx)
Project Name: _____
Description of Work: _____ _____ _____ _____ _____
Estimated Value of Work: \$ _____
City Person in Charge of Project: _____ Phone _____
Work Order Issued by: _____ Date: _____

EXHIBIT “C”

Each day the Contractor will submit a Timesheet, similar to sample:

CITY OF MUSCATINE CONTRACTOR DAILY TIMESHEET FOR DATE: _____

			Project & WO No.		Project & WO No.		Project & WO No.		Project & WO No.		Project & WO No.	
Employee/ Equipment	Craft	Hr./Rate	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT
TOTALS												

Approved by: _____

EXHIBIT “D”

**City of Muscatine
Contractor and Subcontractor Information
For Contracts Bid Net of Sales Tax**

Project: _____

Department: _____

Contractor Information:

Name of Contractor _____
Contractor Address _____

Federal I.D. Number _____
Telephone Number _____
Company Contact _____

Subcontractor Information:

Name of Subcontractor _____
Subcontractor Address _____

Federal I.D. Number _____
Telephone Number _____
Company Contact _____

Subcontractor Information:

Name of Subcontractor _____
Subcontractor Address _____

Federal I.D. Number _____
Telephone Number _____



City of Muscatine

ITEM NUMBER 2025-0092

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Request to Approve a Revision to the Purchase Agreement for 539 Hagerman Drive for the West Hill Sewer Separation Project Phase 6D.

EXECUTIVE SUMMARY

Request to Approve a Revision to the Purchase Agreement for 539 Hagerman Drive for the West Hill Sewer Separation Project Phase 6D. The purchase agreement was previously approved at the February 20th, 2025 City Council Meeting

STAFF RECOMMENDATION

To approve the revision

BACKGROUND/DISCUSSION

This purchase agreement was previously approved by City Council. After the approval, it was requested by the sellers to add a signature line for an officer of the selling company, as well as a date change to extend the time to accept the agreement in order to align with signature dates. These are the only two changes.

CITY FINANCIAL IMPACT

Funds for the purchase of the property are available through the Local Option Sales Tax

ATTACHMENTS

1. Offer to Purchase 3 - signed (003) Alan
2. Offer to Purchase 3 - signed Donna

OFFER TO PURCHASE

To: **Central States Properties, LLC** (hereinafter designated as "Seller").

The undersigned, **City of Muscatine, an Iowa Municipal Corporation** (hereinafter designated as "Buyer"), hereby offers to purchase for the total sum of **\$150,000.00**, and upon the herein contained terms and conditions, that real estate located at **539 Hagerman Drive, Muscatine, Iowa**, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the ("Property"), the exact legal description for which will be taken from the abstract.

I. PAYMENT TERMS:

The purchase price shall be paid in full upon delivery of a Warranty Deed at the time of closing.

II. GENERAL TERMS AND CONDITIONS:

A. Evidence of Title. Seller, at Seller's expense, shall furnish to Buyer satisfactory evidence of merchantable title to the Property, which shall be an abstract of title in accord with title standards of Muscatine County Bar Association. The title to be conveyed to Buyer shall be free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Buyer, except existing easements of record. Conveyance of title shall be by Warranty Deed. The abstract of title shall be submitted to Buyer's attorney for examination as soon after this date as reasonably possible, and any objections to title raised by Buyer's attorney shall be made in writing as soon thereafter as reasonably possible, so that same may be cured on or before the date of closing. If Closing is delayed due to Seller's inability to provide marketable title, or in the event no abstract has been received by Closing, this Offer shall continue in force and effect until either party rescinds the Offer after giving 10 days written notice to the other party.

B. Closing. Closing of this transaction shall be on or before **August 1, 2025**. Buyer shall terminate all leases prior to closing.

C. Possession. Possession of said Property shall be given at time of closing.

D. Taxes and Homeowners Association Fees. Property taxes shall be prorated between the parties as of the date of possession in the manner normally used by the members of the Muscatine County Bar Association. Homeowners association fees, if any, shall be prorated between the parties as of the date of possession in the manner normally used by the members of the Muscatine County Bar Association.

E. Assessments. Seller shall pay special assessments against the Property, which are liens thereon as of the date hereof, and Seller shall pay all assessments for which Seller has received written notice prior to the date of this Offer, but not yet certified by the County Auditor (this does not include those for work in process on the date of this Offer). Buyer shall pay all subsequent special assessments and charges, including those for work in process on the date of this Offer.

F. Contingencies. These parties acknowledge that this Offer is contingent on the following:

1. Approval. This Offer is expressly contingent upon approval by the City Council for Muscatine, Iowa.

2. Survey. Buyer, at Buyer's expense, may have the property surveyed.

3. Feasibility. This Offer is subject to Buyer being satisfied with easements, deed restrictions, covenants/restrictions, applicable zoning regulations, and determining if the Property is suitable for Buyer's use.

G. Financing Contingency. These parties acknowledge that this Offer is not contingent on financing.

H. Preservation of Property. The Property as of the date of this agreement, including buildings, grounds and all improvements will be preserved by Seller in its present condition until possession or closing, whichever take place first, ordinary wear and tear excepted. Heating and air conditioning systems, plumbing systems, all appliances and all other mechanical equipment, included as part of the purchase price, are being sold "AS IS." Buyer may make a walk-through inspection of the Property prior to closing in order to determine that there has been no material changes in the condition of the Property.

I. Condition of Property. The parties acknowledge that:

1. The Property is being sold in its current "AS IS" condition. Buyer reserves the right to conduct Inspections, to be conducted by Buyer and Inspectors of Buyer's choice. The inspections will be paid for by Buyer and performed before April 15, 2025. Seller will cooperate in allowing reasonable access for the inspections. If Buyer's inspections disclose conditions which are unacceptable to Buyer, Buyer may declare this Offer null and void.

2. Seller either knows of no latent defects, or Seller has revealed to Buyer any known latent defects in the Property and its fixtures and equipment.

3. Seller warrants that as of the closing, the Property, including its fixtures and equipment, will be in essentially the same condition as at the time of Buyer's inspection thereof.

J. Septic Tank and Drain Field. There is not a septic tank and drain field located on the Property.

K. Wood-Destroying Insect Inspection. Buyer waives the right to conduct an inspection for wood-destroying insects.

L. Default. If Buyer herein fails to fulfill this agreement after the same has been accepted by Seller, then Buyer shall be liable for any costs incurred including reasonable attorney's fees. If Seller herein fails to fulfill this agreement after the same has been accepted by Buyer, then Seller shall be liable for any costs incurred including reasonable attorney's fees.

M. Insurance. Seller agrees to maintain, until closing, fire and extended coverage insurance of sufficient amount to pay all of the cost of replacing the structures located on the Property, or to pay all of the cost of restoring those structures to at least the condition they are in as of the date of acceptance of this Offer. In the event of loss covered by insurance prior to closing, Seller agrees to assign the right of recovery of insurance proceeds to Buyer, and Buyer agrees to accept the insurance proceeds and complete the real estate purchase herein contracted for. Buyer may purchase additional insurance.

N. Attorney Fees. In the event that any party to this agreement commences litigation as a result of the terms of this agreement, then the losing party in that litigation shall pay the reasonable attorney's fees sustained by the prevailing party(s).

O. Fixtures. All fixtures presently installed on the Property shall be left by Seller in or upon said Property exactly as they are as of the date of this Offer and shall be deemed a part of the Property and title thereto shall pass to Buyer at closing. The following items may be removed by Seller: washer, dryer and microwave.
The following items are to be left by Seller and are included in the sale of the above-described Property: ***See attached Bill of Sale, if any.***

P. Acceptance. If this Offer is not accepted by Seller on or before **March 14, 2025**, it shall become null and void.

Q. Environmental Warranty. Seller warrants to the best of Seller's knowledge and belief that (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property; (ii) the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards; and (iii) Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous waste, underground storage tanks, and private burial sites on the Property unless disclosed here:_____

III. SPECIAL TERMS AND CONDITIONS:

A. Lead Paint Disclosure. If the property to be conveyed pursuant to this Offer includes any housing constructed prior to 1978, then the following provision applies to this transaction.

This Offer is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until (check one):

_____ 9 p.m. on the tenth calendar day after acceptance of this Offer by both parties;
or
_____ 9 p.m. on the ____ day of _____, 20____.

(Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.) This contingency

will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written Offer addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 10 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have 10 days to respond to the counter-offer or remove this contingency and take the Property in its "as-is" condition or this Offer shall become void. The Buyer may remove this contingency at any time without cause.

WAIVER OF LEAD INSPECTION

The Buyer is aware of the right to conduct an inspection of the Property for lead-based paint hazards, however the Buyer hereby waives the right to conduct such an inspection.

City of Muscatine

By _____ Date _____ By _____ Date _____
Brad Bark, Mayor Matthew Mardesen, City Admin.

B. Radon Disclosure. Buyer has been provided with the Iowa Radon Home Buyer and Seller Fact Sheet and:

_____ Elects to have the Property inspected for Radon. Said inspection shall be paid for by Buyer and any mitigation to lower the radon level, shall be paid for by _____.

X Waives the right to have the Property tested for Radon.

C. Seller Disclosure. The parties acknowledge that this Offer is also subject to Buyer reviewing and accepting the Seller Disclosure form.

D. Exchange. Either party may treat this transaction as a part of an exchange of property under the provisions of Internal Revenue Code Section 1031 for deferring the recognition of gain. Each party agrees to cooperate with the other parties in their attempt to qualify this transaction for such exchange treatment. Performance under this Offer is not conditioned on any party's ability to affect said exchange.

E. General Provisions. In the performance of each part of this agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This agreement shall apply to and bind the successors in interest of the parties. This agreement shall survive the closing. This agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral according to the context. This Offer supersedes all prior agreements and writings with respect to

the subject matter hereof, all such other agreements and writings shall have no further force or effect.

THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE DOCUMENT AND THAT YOU HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE.

Dated _____, 2025.

Dated _____, 2025.

Buyer:

Seller:

City of Muscatine

Central States Properties, LLC

By _____
Brad Bark, Mayor

Alan J. Palmer
[Alan J. Palmer \(Feb 25, 2025 08:58 CST\)](#)
By _____
Alan J. Palmer, General Manager

By _____
Matthew Mardesen, City Administrator

By _____
Donna Palmer, Member-Manager

Offer to Purchase 3

Final Audit Report

2025-02-25

Created:	2025-02-24
By:	Will Mathis (will@elopc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdhBawoRI533atiPM-Aj9ioU0-OuvlCh

"Offer to Purchase 3" History

-  Document created by Will Mathis (will@elopc.com)
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-  Signer yoicks@gmail.com entered name at signing as Alan J. Palmer
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-  Document e-signed by Alan J. Palmer (yoicks@gmail.com)
Signature Date: 2025-02-25 - 2:58:53 PM GMT - Time Source: server
-  Agreement completed.
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OFFER TO PURCHASE

To: **Central States Properties, LLC** (hereinafter designated as "Seller").

The undersigned, **City of Muscatine, an Iowa Municipal Corporation** (hereinafter designated as "Buyer"), hereby offers to purchase for the total sum of **\$150,000.00**, and upon the herein contained terms and conditions, that real estate located at **539 Hagerman Drive, Muscatine, Iowa**, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the ("Property"), the exact legal description for which will be taken from the abstract.

I. PAYMENT TERMS:

The purchase price shall be paid in full upon delivery of a Warranty Deed at the time of closing.

II. GENERAL TERMS AND CONDITIONS:

A. Evidence of Title. Seller, at Seller's expense, shall furnish to Buyer satisfactory evidence of merchantable title to the Property, which shall be an abstract of title in accord with title standards of Muscatine County Bar Association. The title to be conveyed to Buyer shall be free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Buyer, except existing easements of record. Conveyance of title shall be by Warranty Deed. The abstract of title shall be submitted to Buyer's attorney for examination as soon after this date as reasonably possible, and any objections to title raised by Buyer's attorney shall be made in writing as soon thereafter as reasonably possible, so that same may be cured on or before the date of closing. If Closing is delayed due to Seller's inability to provide marketable title, or in the event no abstract has been received by Closing, this Offer shall continue in force and effect until either party rescinds the Offer after giving 10 days written notice to the other party.

B. Closing. Closing of this transaction shall be on or before **August 1, 2025**. Buyer shall terminate all leases prior to closing.

C. Possession. Possession of said Property shall be given at time of closing.

D. Taxes and Homeowners Association Fees. Property taxes shall be prorated between the parties as of the date of possession in the manner normally used by the members of the Muscatine County Bar Association. Homeowners association fees, if any, shall be prorated between the parties as of the date of possession in the manner normally used by the members of the Muscatine County Bar Association.

E. Assessments. Seller shall pay special assessments against the Property, which are liens thereon as of the date hereof, and Seller shall pay all assessments for which Seller has received written notice prior to the date of this Offer, but not yet certified by the County Auditor (this does not include those for work in process on the date of this Offer). Buyer shall pay all subsequent special assessments and charges, including those for work in process on the date of this Offer.

F. Contingencies. These parties acknowledge that this Offer is contingent on the following:

1. Approval. This Offer is expressly contingent upon approval by the City Council for Muscatine, Iowa.

2. Survey. Buyer, at Buyer's expense, may have the property surveyed.

3. Feasibility. This Offer is subject to Buyer being satisfied with easements, deed restrictions, covenants/restrictions, applicable zoning regulations, and determining if the Property is suitable for Buyer's use.

G. Financing Contingency. These parties acknowledge that this Offer is not contingent on financing.

H. Preservation of Property. The Property as of the date of this agreement, including buildings, grounds and all improvements will be preserved by Seller in its present condition until possession or closing, whichever take place first, ordinary wear and tear excepted. Heating and air conditioning systems, plumbing systems, all appliances and all other mechanical equipment, included as part of the purchase price, are being sold "AS IS." Buyer may make a walk-through inspection of the Property prior to closing in order to determine that there has been no material changes in the condition of the Property.

I. Condition of Property. The parties acknowledge that:

1. The Property is being sold in its current "AS IS" condition. Buyer reserves the right to conduct Inspections, to be conducted by Buyer and Inspectors of Buyer's choice. The inspections will be paid for by Buyer and performed before April 15, 2025. Seller will cooperate in allowing reasonable access for the inspections. If Buyer's inspections disclose conditions which are unacceptable to Buyer, Buyer may declare this Offer null and void.

2. Seller either knows of no latent defects, or Seller has revealed to Buyer any known latent defects in the Property and its fixtures and equipment.

3. Seller warrants that as of the closing, the Property, including its fixtures and equipment, will be in essentially the same condition as at the time of Buyer's inspection thereof.

J. Septic Tank and Drain Field. There is not a septic tank and drain field located on the Property.

K. Wood-Destroying Insect Inspection. Buyer waives the right to conduct an inspection for wood-destroying insects.

L. Default. If Buyer herein fails to fulfill this agreement after the same has been accepted by Seller, then Buyer shall be liable for any costs incurred including reasonable attorney's fees. If Seller herein fails to fulfill this agreement after the same has been accepted by Buyer, then Seller shall be liable for any costs incurred including reasonable attorney's fees.

M. Insurance. Seller agrees to maintain, until closing, fire and extended coverage insurance of sufficient amount to pay all of the cost of replacing the structures located on the Property, or to pay all of the cost of restoring those structures to at least the condition they are in as of the date of acceptance of this Offer. In the event of loss covered by insurance prior to closing, Seller agrees to assign the right of recovery of insurance proceeds to Buyer, and Buyer agrees to accept the insurance proceeds and complete the real estate purchase herein contracted for. Buyer may purchase additional insurance.

N. Attorney Fees. In the event that any party to this agreement commences litigation as a result of the terms of this agreement, then the losing party in that litigation shall pay the reasonable attorney's fees sustained by the prevailing party(s).

O. Fixtures. All fixtures presently installed on the Property shall be left by Seller in or upon said Property exactly as they are as of the date of this Offer and shall be deemed a part of the Property and title thereto shall pass to Buyer at closing. The following items may be removed by Seller: washer, dryer and microwave.

The following items are to be left by Seller and are included in the sale of the above-described Property: ***See attached Bill of Sale, if any.***

P. Acceptance. If this Offer is not accepted by Seller on or before **March 14, 2025**, it shall become null and void.

Q. Environmental Warranty. Seller warrants to the best of Seller's knowledge and belief that (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property; (ii) the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards; and (iii) Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous waste, underground storage tanks, and private burial sites on the Property unless disclosed here:_____

III. SPECIAL TERMS AND CONDITIONS:

A. Lead Paint Disclosure. If the property to be conveyed pursuant to this Offer includes any housing constructed prior to 1978, then the following provision applies to this transaction.

This Offer is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until (check one):

_____ 9 p.m. on the tenth calendar day after acceptance of this Offer by both parties;
or
_____ 9 p.m. on the ____ day of _____, 20____.

(Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.) This contingency

will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written Offer addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 10 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have 10 days to respond to the counter-offer or remove this contingency and take the Property in its "as-is" condition or this Offer shall become void. The Buyer may remove this contingency at any time without cause.

WAIVER OF LEAD INSPECTION

The Buyer is aware of the right to conduct an inspection of the Property for lead-based paint hazards, however the Buyer hereby waives the right to conduct such an inspection.

City of Muscatine

By _____ Date _____ By _____ Date _____
Brad Bark, Mayor Matthew Mardesen, City Admin.

B. Radon Disclosure. Buyer has been provided with the Iowa Radon Home Buyer and Seller Fact Sheet and:

_____ Elects to have the Property inspected for Radon. Said inspection shall be paid for by Buyer and any mitigation to lower the radon level, shall be paid for by _____.

X Waives the right to have the Property tested for Radon.

C. Seller Disclosure. The parties acknowledge that this Offer is also subject to Buyer reviewing and accepting the Seller Disclosure form.

D. Exchange. Either party may treat this transaction as a part of an exchange of property under the provisions of Internal Revenue Code Section 1031 for deferring the recognition of gain. Each party agrees to cooperate with the other parties in their attempt to qualify this transaction for such exchange treatment. Performance under this Offer is not conditioned on any party's ability to affect said exchange.

E. General Provisions. In the performance of each part of this agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This agreement shall apply to and bind the successors in interest of the parties. This agreement shall survive the closing. This agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral according to the context. This Offer supersedes all prior agreements and writings with respect to

the subject matter hereof, all such other agreements and writings shall have no further force or effect.

THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE DOCUMENT AND THAT YOU HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE.

Dated _____, 2025.

Dated _____, 2025.

Buyer:

Seller:

City of Muscatine

Central States Properties, LLC

By _____
Brad Bark, Mayor

By _____
Alan J. Palmer, General Manager

By _____
Matthew Mardesen, City Administrator

By  _____
Donna Palmer (Feb 25, 2025 20:34 CST)
Donna Palmer, Member-Manager

Offer to Purchase 3

Final Audit Report

2025-02-26

Created:	2025-02-25
By:	Will Mathis (will@elopc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2cjeVki3Kh2pgeYa9DJztHnf_Y0yIYw

"Offer to Purchase 3" History

-  Document created by Will Mathis (will@elopc.com)
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-  Signer leiniefreaker@yahoo.com entered name at signing as Donna Palmer
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Signature Date: 2025-02-26 - 2:34:55 AM GMT - Time Source: server
-  Agreement completed.
2025-02-26 - 2:34:55 AM GMT



City of Muscatine

ITEM NUMBER 2025-0093

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Blake Allington, Program Supervisor
Richard Klimes, Parks and Recreation Director
Melissa Baker, Parks Supervisor
Jeff Limburg, Athletic Facilities Supervisor

SUBJECT

Request to Approve Updated Parks and Recreation Fee Schedule

EXECUTIVE SUMMARY

Request to approve the updated Parks and Recreation Fee Schedule

STAFF RECOMMENDATION

City Staff recommends approval of the updated Parks and Recreation Fee Schedule.

BACKGROUND/DISCUSSION

The Muscatine Parks and Recreation fee schedule was last updated with the inclusion of the Resident/Non-Resident fee more than 10 years ago. This fee difference was slight, ranging from \$5-\$50 in most cases for residents in City limits to benefit from. As with many communities in the area, the Muscatine Parks and Recreation is planning to remove the Resident/Non-Resident fee to move to a single fee level for everyone by moving everyone up to the previous non-resident fee pricing. This would provide an even fee for all Parks and Recreation programming and services. The request to remove the resident/non-resident fees and move the resident fee to the non-resident fee level was requested and endorsed by the Parks and Recreation Advisory Commission.

CITY FINANCIAL IMPACT

The Parks and Recreation Staff have estimated an increase in revenue for very modest fee increases for the department, with an estimated revenue increase of \$40,000-\$60,000. This increase will help the department operate more efficiently and on par with neighboring cities while still maintaining acceptable fees for the Muscatine community.

ATTACHMENTS

1. Parks and Rec Fee Structure Comparison

Parks and Recreation Fee Structure Comparison

<u>Aquatic Center</u>	<u>Old Fee</u>	<u>New Fee</u>
Aquatic Admission- Youth	\$3.00	\$4.00
Aquatic Admission- Adult	\$4.00	\$5.00
Aquatic Season Pass- Youth	\$60.00	\$85.00
Aquatic Season Pass- Adult	\$90.00	\$115.00
Youth Ticket Book	\$30.00	\$45.00
Adult Ticket Book	\$45.00	\$60.00
Youth Swim Lessons	\$30.00	\$35.00
Adult Swim Lessons	\$14.00	\$19.00
Preschool Swim Lessons	\$30.00	\$35.00
Semi-Private Swim Lessons	\$25.00	\$30.00
Parent/Child Water Adjustment	\$25.00	\$30.00
Pool Rental (AM or PM) 90 minute	\$150.00	\$175.00
Multi-Purpose Room Rental 2 hr block	\$50.00	\$75.00
<u>Youth Recreation Programs</u>	<u>Old Fee</u>	<u>New Fee</u>
Tee-Ball	\$30.00	\$35.00
Blastball!	\$20.00	\$25.00
Gymnastics (Summer)	\$30.00	\$35.00
Semi-Private Gymnastics Lessons	\$20.00	\$25.00
PeeWee Tennis Lessons	\$25.00	\$25.00
Beginner Tennis Lessons	\$35.00	\$40.00
Pickleball Lessons- Youth	\$25.00	\$30.00
Girls Volleyball Clinic	\$20.00	\$25.00

Sports Shorts	\$20.00	\$25.00
Sports Starters	\$25.00	\$30.00
Little Muskies Football	\$25.00	\$30.00
Youth Volleyball Clinic - Winter	\$25.00	\$30.00
Smart Start Basketball	\$25.00	\$30.00
Girls/Boys Basketball Clinics	\$25.00	\$30.00
Soccer Skills Clinic	\$25.00	\$30.00
Blastball! - Winter	\$25.00	\$30.00
Gymnastics- Beginner 1	\$30.00	\$35.00
Gymnastics- Beginner 2	\$30.00	\$35.00
Gymnastics- Advanced	\$40.00	\$45.00
Gymnastics- Advanced Tumbling	\$25.00	\$30.00
<u>Adult Recreation Programs</u>	<u>Old Fee</u>	<u>New Fee</u>
Sand Volleyball League	\$100.00/team	\$125.00/team
Pickleball League- Doubles	\$40.00/team	\$50.00/team
Pickleball League- Singles	\$20.00/team	\$25.00/team
Pickleball Lessons- Adult	\$25.00	\$30.00
Co-Ed Volleyball League	\$225.00/team	\$250.00/team
<u>Rental Facilities</u>	<u>Old Fee</u>	<u>New Fee</u>
Parks Shelters	\$30.00	\$40.00
Riverview Center - Weekday (4 hour block)	\$100.00	\$125.00
Riverview Center - Weekend/Full Day	\$250.00	\$300.00
Pearl City Station - Weekday (4 hour block)	\$50.00	\$60.00

Pearl City Station - Weekend/Full day	\$100.00	\$125.00
<u>Boat Harbor Dock Fees</u>	<u>Old Fee</u>	<u>New Fee</u>
17 ft or less	\$400.00	\$450.00
18ft to 25 ft	\$500.00	\$550.00
26ft to 32 ft	\$600.00	\$650.00
Houseboat 32ft to 40 ft	\$1,091.00 Res	\$1140.00
Houseboat 41ft or longer	Rate above + \$5.00 per foot	Rate above +\$5.00 per foot
<u>Soccer Complex</u>	<u>Old Fee</u>	<u>New Fee</u>
Soccer Field Fee	\$18.00/hr	\$20.00/hr
Soccer Tournament Fee	\$18.00 per team per day	\$20.00 per team per day
<u>Kent Stein</u>	<u>Old Fee</u>	<u>New Fee</u>
Drop in unscheduled usage	No Charge	No Charge
Reserved unchalked Field	\$20.00	\$30.00
Reserved Chalked Field	\$30.00	\$40.00
Youth League Maintenance Fee	\$2.00 per player/team/season	\$5.00 per player/team/season
Adult League Maintenance Fee	\$8.00 per team	\$10.00 per team
Tournament Fee - One(1) field Prep/Maintenance	\$30.00	\$40.00
Tournament Fee - All field prep/maintenance	\$100.00	\$110.00

Musco Sports Center Fee Schedule

<u>Fee Type</u>	<u>Fee</u>
Full Field Hourly Rate	\$160.00/hr
Half Field Hourly Rate	\$80.00/hr
¼ (Quarter) Field Hourly Rate	\$40.00/hr
Exclusive Facility Rate	\$175.00/hr
Private-for-Profit Exclusive Facility Rate	\$200.00/hr

Daily Rates

<u>Fee Type</u>	<u>Fee</u>
Pickleball Courts Reservation	\$20.00/hr per court
Daily Entry Rate*	\$5 per person

*Daily Entry Rate only applies to evenings/weekends when the facility spaces are not rented.
Daily Entry Rate does not apply for Pickleball Court rental



City of Muscatine

ITEM NUMBER 2025-0070

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Blake Allington, Program Supervisor
Jeff Limburg, Athletic Facilities Supervisor
Kevin Coon, City Engineer
Andrew Fangman, Assistant Community Development Director
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve Change Order #2 for the Muscatine Indoor Sports Complex Project.

EXECUTIVE SUMMARY

Request to approve change order #2 for the Muscatine Indoor Sports Complex Project in the amount of \$68,015.85.

STAFF RECOMMENDATION

City Staff recommends approving change order #2 as requested.

BACKGROUND/DISCUSSION

Presented for City Council's consideration is change order #2 for the Muscatine Indoor Sports Complex Project. The change order request in the amount of \$68,015.85 is being requested due to several additional costs. The changes include the following items: Add radiant ceiling panels to the utility structure, and add additional safety netting.

CITY FINANCIAL IMPACT

The original Muscatine Indoor Sports Complex Project construction contract was approved at \$6,954,600.00. Change order #2 will bring the project contract total to \$7,470,957.23. The City will receive a refund in the amount of \$214,928.35 from the engineering firm to help offset the total project cost. Additionally, the City has received additional project donation commitments from two local businesses in the amount of \$487,000.00 to help further offset the additional current and future project costs. We do anticipate additional change orders which will be brought to the City Council for approval as they are processed. Total project public funds and private donations committed to date equal \$8,009,000.00. The total project expenditures to include the general contract, change order #1 and #2, engineering services, project incidental

costs (Soil geo report, builders risk insurance, soil compaction testing, concrete testing) and internal operations items already procured equal \$7,706,976.40. To date, the project City/County/State funding amount equals \$4,322,000.00 and the project private donation funding amount equals \$3,687,000.00.

ATTACHMENTS

1. 29721 Change Order 02

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Muscatine Indoor Sports Complex
Muscatine, IA

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: February 28, 2025

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

ARCHITECT: *(Name and address)*
I and S Group, Inc
217 E 2nd St Suite 110
Des Moines, IA 50309

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

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contract Sum Changes based on Budget Estimate PR 05 R0001 - 02/06/25

Winger Companies - budget price remove unit heaters and add radiant ceiling panels in utility structure- **ADD \$8,149.00**

Yeadon Domes - misc changes to netting and adding additional netting scope- **ADD \$56,628.00**

OH/P - Subcontracted Work - 5%- **ADD \$3,238.85**

Total Change Order Amount: \$68,015.85

The original Contract Sum was	\$ 6,954,600.00
The net change by previously authorized Change Orders	\$ 448,341.38
The Contract Sum prior to this Change Order was	\$ 7,402,941.38
The Contract Sum will be increased by this Change Order in the amount of	\$ 68,015.85
The new Contract Sum including this Change Order will be	\$ 7,470,957.23

The Contract Time will be unchanged by Zero (0) days.

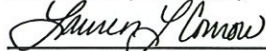
The new date of Substantial Completion will be August 29, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

I and S Group, Inc (ISG)

ARCHITECT *(Firm name)*



SIGNATURE

Lauren Corrow, Project Manager

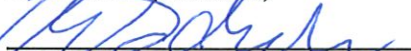
PRINTED NAME AND TITLE

February 28, 2025

DATE

Merit Construction Company

CONTRACTOR *(Firm name)*



SIGNATURE

Elias Samra, Project Mgr.

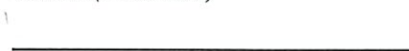
PRINTED NAME AND TITLE

2/28/25

DATE

City of Muscatine

OWNER *(Firm name)*



SIGNATURE

PRINTED NAME AND TITLE

DATE



City of Muscatine

ITEM NUMBER 2025-0094

AGENDA ITEM SUMMARY

DATE: 3/6/2025

STAFF

Brian Stineman, Public Works Director
Kevin Coon, City Engineer

SUBJECT

Request to Issue a Purchase Order to Freers & Sons Tree Service, in the Amount of \$27,000.00, for Removal of Trees as Part of the West Hill Sewer Separation Phase 6D.

EXECUTIVE SUMMARY

For Council Consideration is a request to approve a purchase order to Freers & Sons Tree Service in the amount of \$27,000.00 for the removal of trees and cleanup of the area on the West Hill Sewer Separation Project Phase 6D that is located from the end of Hagerman Drive to the end of Eisenhower Street.

STAFF RECOMMENDATION

To Approve the Request

BACKGROUND/DISCUSSION

In order to do the work on the West Hill Phase 6D project trees are required to be cleared in the backyards of properties between Hagerman Drive and Eisenhower Street. Due to regulations for tree clearing and the potential for disturbance of endangered bat species nesting areas the trees are required to be cleared prior to March 31st. The time constraints make it to where the clearing can not be part of the main project. All homeowners were notified prior to receiving quotes and are on board with the work. City staff contacted multiple tree services to quote the work. Two responded that they could complete the work in the time allotted. Freers & Sons tree service was the low quote.

CITY FINANCIAL IMPACT

Funds are available from the West Hill Sewer Separation Project through the Local Option Sales Tax.

ATTACHMENTS

1. A Notch Above Quote

2. Freers Quote



Coon, Kevin <kcoon@muscatineiowa.gov>

Fwd: Tree bid

1 message

Hopkins, Jeremy <jhopkins@muscatineiowa.gov>
To: Kevin Coon <kcoon@muscatineiowa.gov>

Wed, Feb 26, 2025 at 12:42 PM

----- Forwarded message -----

From: **randy hake** <rrandyhake@hotmail.com>
Date: Wed, Feb 26, 2025, 12:10 PM
Subject: Tree bid
To: jhopkins@muscatineiowa.gov <jhopkins@muscatineiowa.gov>

A Notch Above Tree Service is submitting a bid to remove tree in right away. First bid is leave lay where the tree fall is where they stay.\$42000.00 .Second bid is to drop all the tree get rid of brush \$62,000.00 Third bid is to remove all tree in right away with full clean up 175,000.00. Any questions about bid you can call me or email me back 5632603700.Thanks Randy Hake

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

Statement

Muscatine, Iowa 52761

2-1

20 25

M City of Muscatine
Public Works Building

In Account With

Freers & Sons Tree Service LLC

"Specializing in All Types of Tree Care And Removal"

P.O. Box 103

Phone: 263-2155

P.O. B

- Drop all trees between
Hagerman & Logan St
right of way and Logan
to Eisenhower right away
leave all debris no stumps

\$13500.00

- Drop all trees the same
as above and clean-up
all debris no stumps

\$27000.00

Thanks!