

City Administrator Report to Mayor & City Council

May 1, 2015, Edition No. 171

WEEKLY UPDATE:

1. MUSCOM: As you know, the City received the County's proposal for an update agreement regarding MUSCOM. You have copies of all relevant documents. Attached today is the County's draft with staff comments for your review. We plan to place this on the next agenda for discussion.
2. PD Radios: Rayfield has corrected the police radio programming. Apparently CEC has significant programming errors. The last remaining issue appears to be the repeaters used by CEC. Rayfield will be in town next week to try out a different type of repeaters. I have asked that they prepare a report on their findings and actions taken.
3. Home Based Iowa: We have signed up to participate in the Home Based Iowa Program (as an employer) at GMCCI's request. Based on previous applications, we should be able to hit a target of 5 new hires by 2018
4. Blue Zones: The Blue Zones conference is next week on May 5th and 6th in Des Moines. Per Blue Zones, this free summit has been intentionally designed to bring together leaders and influencers passionate about the health and well-being of their communities. We've built two days of engaging activity around well-known speakers and big ideas as well as opportunities to network and learn from the successes of Blue Zones Project® communities across the country. Here is the link: http://info.bluezonesproject.com/livingproof?utm_campaign=Living+Proof+2015&utm_source=hs_email&utm_medium=email&utm_content=16925543&_hsenc=p2ANqtz-9Va6BSQzM1TuiEHTeSIgmxxFPTbS22-6hvVVM8vQs7pcR71zNdZnjCN9OmNSypY05YjWkC44NN76GV-j0TCQVhgs9ooQ&_hsmi=16925543#agenda
5. Miss Drive: USDOT (through) Congressman Loeb's Office is coordinating a call with FHWA to review the issue of federalization with the City. If we fail to make progress at this juncture we will be asking for City Council approval to sign the MOA with IDOT and FHWA that will allow us to proceed with the Mississippi Drive project. We received multiple responses to the RFQ for Mississippi Drive project. We will be holding interviews with the top three firms: Snyder/Stanleys, V&K/SmithgroupJJR/Shoemaker-Haaland, and Bolton & Menk/HDR. As you can see, each firm partnered with at least one other firm to tackle this project.
6. Cedar Street: In case you are asked, here are some talking points on Cedar Street and specifically the closure per Bill Haag - The reason to need to close the intersection of Cedar Street/Logan Street (the round-a-bout), is to complete the work yet undone. These items include, but are not limited to the median pavement and brick pavers placement, complete storm sewer intakes, sidewalks, trail, street light foundations, final grading, topsoil placement and sodding. All of these operations require some form of access from Cedar Street. On other areas of Cedar Street with the center turn lane,

the contractor can close an outside lane and still have 2-way traffic temporarily utilizing the center turn lane. With the approach islands, the round-a-bout area is narrowed down to a single through lane. Thus, it is not possible at this intersection to do the construction and maintain a minimum 2-way traffic scenario. The schedule reason for doing the Work now is very simply that the Contractor's schedule is based on working days, versus a specified end date. The IowaDOT and the FHWA require us to assess working days to the Contractor when the weather is such that the Work could reasonably progress. If the Contractor were to wait until school was out, the Contractor would run out of working days prior to completing the Work and then be liable for late penalties. The Contractor was NOT required to open up the intersection to traffic this past winter, but worked with the City to do so to facilitate winter access for the traveling public and aid in facilitating snow removal. However, the Contractor was very clear that an early Spring closure of the intersection was going to be required. Bill Haag, Cell: 563-299-0690

7. MHS: Staff received a call yesterday regarding the MCSD's Race for the Schools which is planned for Saturday. The school system did not submit an application for the race. We have coordinated with city staff and specifically, the police department and can accommodate the school rather than requiring the cancellation of the race. Please see the attached 5K and 10K routes for a May 2nd MHS race.
8. Small Business Forgivable Loan Program: The following is a list of the awards to date:

Date of Agreement	Company	Project	Award
1/16/2015	Home Run Hitters	Baseball & softball pro shop addition	\$ 25,000.00
1/30/2015	Big River Guns	Gun smithing and firearm sales	\$ 16,000.00
2/13/2015	Sign Pro	Building improvements and 3D printing	\$ 15,000.00
4/17/2015	Well Fit Nutrition Bar	Nutritional drinks, product sales and oxygen bar	\$ 9,800.00
4/17/2015	Rose Bowl	Arcade and laser maze addition to bowling ally	\$ 22,350.00
	Drafting	Sal Vitale's Pizzeria	\$ 11,850.00
Total			\$ 100,000.00

ADDITIONAL INFORMATION

Provided by DPW - The following projects are identified for May 2015:

1. Sign Reflectivity Study
 - a. In Zone 4 (April)
 - b. In Zone 5 (May)
 - c. Ensure Warning Signs comply with Sign Reflectivity mandate (Priority)
2. Firing Range
 - a. Have sent a memo (4/30) to PD to meet for summer construction plans

3. Sidewalks
 - a. Public Hearing May 7th
 - b. Construction in June/July 2015

4. 2015 Street Reconstruction Projects
 - a. Public Hearing May 21st
 - b. Asphalt Overlay Segments:
 - Lucas (James to Houser)
 - Washington (E.9th to Bridge)
 - E. 3rd (Cedar to Sycamore)
 - Mulberry (Wier to E. 9th)
 - Stone (Logan to Buell)
 - Logan (82' S of Fulliam to Dillaway)
 - c. Full Depth Patch Segments:
 - Cleveland (2nd Ave to Frontage Road)
 - d. 25th Ave. South - relay with asphalt
 - e. 47th Ave. West - saw cut-core-relay with asphalt
 - f. WARECO alley needs overlayed

5. Long Meadow Lane/Forest Parkway
 - a. Landscaping remains
 - b. Anticipate council Acceptance in June

6. 2015 Alley Reconstruction Program (Priority)
 - a. Meet with "Team" to discuss construction plan moving forward
 - b. Address Sealcoated alleys that did not do well
 - c. 511 Hagerman Dr. Alley Reconstruction
 - d. Begin all alley work in May

7. Late Spring/Early Summer 2015 Work
 - a. Repair lower lot entrance
 - b. J. Edgmond/R. Howell - Warren Street Crossing Design Repair
 - c. Request Bids for Street Striping
 - d. Repair Morgan Building
 - e. Request Bids for Steel Wheel Roller
 - f. Request Bids for Leaf Box
 - g. Request Bids for Leaf Vacuum Unit
 - h. Request Quotes for Plastic Barricades
 - i. Parking Meter Repair
 - j. Get Excavation Permit for Public Works from Building & Zoning (Priority)
 - k. Install guard rail at Valley St. and Kindler/Fulliam
 - l. 515 W. 2nd/Locust --- alley & sidewalk reconstruction

8. Musser-Wiggins Road Trail
 - a. July/August construction of trail around Transfer Station (In-House)
 - b. Finish Clearing & Grubbing after final easements are secured

MUSCATINE COUNTY JOINT COMMUNICATIONS

AMENDED AGREEMENT UNDER CHAPTER 28E, CODE OF IOWA

1. **PURPOSE AND SCOPE.** This agreement is entered into by the City of Muscatine, Iowa and Muscatine County, Iowa. The purpose of this agreement is to amend the 28E agreement between the City of Muscatine and Muscatine County originally entered into on April 28, 2004 and amended on June 15, 2009. This agreement shall provide for a revised organizational structure of the Muscatine County Joint Communications (MUSCOM). MUSCOM shall provide to all residents of Muscatine County emergency communication services, and establish an efficient, centralized, standardized and interoperable communications system designed to meet current, accepted and recommended national standards, to enhance the protection of persons and property within the county and surrounding communities. The area served shall include property and persons both within and without corporate boundaries of cities within Muscatine County and any other area deemed necessary to serve.
2. **DURATION.** This agreement shall be in perpetual effect unless terminated in the manner described below.
3. **ENTITY CREATED.** This agreement does not create a new legal entity separate from the legal entity which already exists under the 28E agreement described in paragraph 1.
4. **GOVERNANCE.** The Muscatine County Emergency Management Commission (EMC) shall be responsible for the overall governance of MUSCOM. The MUSCOM User Group shall have input into the day-to-day operations and communications policies of the dispatch center. The specific duties of each board shall be as described below. Notwithstanding any other provision of this agreement, the EMC will not change the physical location from which dispatch services are provided by MUSCOM without the consent of both the Muscatine County Board of Supervisors and Muscatine City Council.
5. **COMPLIANCE WITH STATE STANDARDS.** MUSCOM will be subject to audit under the Muscatine County annual audit conducted by the Office

Commented [GJM1]: Assume this is the agreement for Disaster Services from 1978. MUSCOM Board is eliminated in this draft, EMC includes a county supervisor, the mayors of each city and the Sheriff

Commented [GJM2]: "shall manage the day-to-day operations"...this should be done by someone that is around the operations on a daily basis.

of State Auditor. The EMC shall adopt an Iowa-recognized communications interoperability standard or protocol.

6. MUSCATINE COUNTY JOINT COMMUNICATIONS USER GROUP. The User Group shall have five members. The members will be the Muscatine County Sheriff, the Muscatine Police Chief, the Muscatine Fire Chief, the police chief of either West Liberty or Wilton (alternating terms), and a volunteer fire chief.

The police chief of either West Liberty or Wilton and the volunteer fire chief shall serve a two year term. The Muscatine County Board of Supervisors shall select by lot whether the chief from West Liberty or Wilton shall serve the initial two year term. The volunteer fire chief will be appointed by the Muscatine Mutual Aid Association, provided that the person selected may not be an employee of Muscatine County or any city within Muscatine County. The volunteer fire chief will be particularly responsible for soliciting the views and needs of all of the volunteer fire departments which serve Muscatine County.

Commented [GJM3]: This person has a duty to represent their community when acting on the Mutual Aid Association or on the user group and should not be restricted.

The Muscatine County Sheriff and the Muscatine Police Chief shall alternate one year terms as chair of the committee.

The User Group shall provide advice to the EMC about how to best provide dispatch services and what the budgetary needs of MUSCOM are.

The members of the User Group may designate in writing a member of their department to be a proxy representative at any User Group meeting. Proxy representation will not be permitted for any meeting at which the User Group votes on a final budget recommendation to the Board of Directors. The Muscatine County Emergency Manager shall serve as executive director of the User Group and will not be a voting member of the User Group.

Commented [GJM4]: What is the Executive Director's role?

7. EQUIPMENT. MUSCOM will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, console control stations and console furniture, equipment, hardware or software associated with 911 communications, HVAC equipment located in the dispatch center, all radio and telephone recording equipment and systems, all equipment related to

communication from the center to approved end-users to include but not limited to communications infrastructure, frequencies and licenses, tower sites and related equipment, internet connectivity, mobile data terminals, mobile radios, portable radios and paging systems. All communications equipment will be issued from MUSCOM to the approved end-user. End-users WILL be responsible for the purchase of mounting hardware for mobile radios and data terminals for their respective unique vehicles and applications. MUSCOM will not be responsible for the installation and/or repair/replacement of emergency lighting or vehicle video recording systems.

8. MEETINGS AND RECORDS. The meetings of both the EMC and the User Group are subject to the open meetings and public records requirements of Iowa Code Chapters 21 and 22 as well as any additional disclosure and meeting requirements of Chapter 28E.

The EMC shall meet at least twice per year. The User Group shall meet at least four times per year. Each board may convene at any other time necessary to conduct business.

The EMC may adopt rules for conducting business. The EMC shall establish policies for MUSCOM with the advice of the User Group. The User Group shall adopt a policy manual for MUSCOM operations.

9. EMPLOYEES OF MUSCOM. The EMC may select a Communications Manager to oversee the day-to-day function of MUSCOM. The Communications Manager shall be the first line supervisor of MUSCOM employees and shall have the authority to hire, fire, and discipline MUSCOM employees. The EMC shall be the body to hear the appeal or review of any personnel action taken by the Communications Manager. The structure of the disciplinary process may be altered by a collective bargaining agreement entered into by the EMC.

The Communications Manager shall serve at the pleasure of the EMC. The EMC shall evaluate the performance of the Communications Manager on at least an annual basis. The User Group shall provide input to the EMC regarding the performance of the Communications Manager.

Commented [GJM5]: This is presently the User Group – more familiar with the day-to-day operations.

The EMC, through its budget process, shall set the number of MUSCOM employees and the compensation structure for MUSCOM employees. The EMC shall establish personnel policies for MUSCOM with the advice of the User Group.

All MUSCOM employees shall abide by the political activity prohibitions set forth in Iowa Code § 29C.16.

MUSCOM shall defend, indemnify, and hold harmless all MUSCOM employees and the membership of the EMC and the User Group for any claim arising out of an alleged act or omission occurring within the scope of his or her duties.

10. BUDGET AND FINANCE. The parties enter into this 28E agreement contemplating that the EMC shall assume responsibility to provide for and fund dispatch services. During the preparation for a budget cycle, the User Group shall hold one or more public meetings to formulate a budget recommendation. The User Group will then cause this budget recommendation to be presented to the EMC in a public meeting. The EMC will then submit the final budget to the Muscatine County Board of Supervisors as provided by law.

Muscatine County shall provide the following ministerial services to MUSCOM: payroll and benefits administration; accounts receivable; and accounts payable.

11. POWERS OF MUSCOM. MUSCOM shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following specific powers, including but not limited to:
 - a. To sue and be sued.
 - b. To acquire, hold, use and dispose of personal property for the purposes of MUSCOM.
 - c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of MUSCOM, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of MUSCOM.

- d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
- e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of MUSCOM.
- j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of MUSCOM.
- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code for a system of budgeting, accounting, auditing and reporting of all MUSCOM funds and transactions.
- l. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of MUSCOM.

12. AMENDMENT, TERMINATION, AND WITHDRAWAL. This 28E shall operate perpetually unless terminated by written notice from one party to another. Such written notice will not relieve either party from the financial obligation to maintain the operation of MUSCOM during the fiscal year in which notice of termination is given and for the fiscal year beginning the following July 1 if notice is given after April 1. In the event

of termination of this agreement all participants in MUSCOM will retain any property they have purchased for communication services.

Commented [GJM6]: This needs to be clear that any equipment purchased for any member, stays with that member at termination.

13. APPROVAL AND EFFECTIVE DATE. This 28E agreement shall be presented to the Muscatine County Board of Supervisors and Muscatine City Council for approval. This agreement may be signed in counterparts by the representatives of each party as provided in the instruments of approval. This 28E agreement will become effective when approved by both parties.

Should this agreement be approved prior to July 1, 2015, all provisions of this agreement which call for a two year term shall be interpreted to include the time period between the effective date and July 1, 2015, and the two year term shall be deemed to end on June 30, 2017.

14. INTERPRETATION, ENFORCEMENT, AND SEVERABILITY. This agreement shall be interpreted to harmonize it with the various provisions of Iowa Code which govern the powers, duties, and rights of political subdivisions. This agreement is intended to allocate powers, duties, and rights among and between its parties and is not intended to create any rights in third parties. Should a court or administrative agency of competent jurisdiction later determine that any portion of this agreement is invalid or void the remainder of the agreement shall have full effect.

MUSCATINE COUNTY

CITY OF MUSCATINE

Kas Kelly, Chair
Board of Supervisors

DeWayne Hopkins, Mayor

Date: _____

Date: _____

Attest:

Attest:

Leslie Soule, County Auditor

Gregg Mandsager, City Administrator

CITY OF MUSCATINE
TITLE 3, CHAPTER 14

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

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

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

MCSO Race For the Schools -
Address: 2900 Mulberry Ave.
Telephone number: 563-263-7223
E-mail address: daphne.donald@mcsdonline.org

2. Type of event that is planned:

5K + 10K
Running Race
Walking

3. Proposed location:

Route was emailed

4. Date(s)/Time(s): May 2, 2015

5. Expected length of use: 1 hour - 1 1/2 hours

6. Expected size of group: 100-200

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

Daphne Donald - Race Volunteer
Dr. Jerry Riibe - Superintendent

Address(es): 2900 Mulberry

Telephone Number(s): 563-263-7223

E-mail address(es): Dr. Riibe - jerry.riibe@mcsdonline.org

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

NA

9. List mechanical or electronic equipment to be used:

NA
Maybe a golf cart

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

golf cart

11. Number and types of animals to be used:

∅

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

to Bull horn @ race start
@ MHS - Nothing on route.

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:

Volunteers at ^{most} every corner along
the route.

14. All plans for the provision of security:

Police will monitor busy
street corners w/ volunteers

15. Beer or wine consumption? Yes _____ No X

16. Describe any items to be sold or distributed:

face medals - @ mts

17. Is water connection requested? Yes _____ No X

18. Is electricity requested? Yes _____ No X

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

If yes, please attach.

If no, please explain:

emailed route

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.

Daphne J. Dwyer
Authorized Representative

4-30-15
Date

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:

YES NO

Parks & Recreation Date

YES NO

Building & Zoning Date

YES NO

Public Works Date

YES NO

Police Chief Date

YES NO

Fire Chief Date

FINAL APPROVAL:

YES NO

City Administrator Date