

City Administrator Report to Mayor & City Council

August 26, 2016, Edition No. 234

WEEKLY UPDATE:

- Budget: Please see the attached Distinguished Budget Presentation Award for the current budget from GFOA.
- CDBG: The facade contractors started this past Monday and are on schedule for completion at the end of October.
- MCSD: The annual Progress Report is scheduled for September 29, 2016, at 7:15am at the Administration Center. Please see the attached flyer.
- Police and County Attorney: Please see the County Attorney's site for recent results and updates: <http://muscatinecountyattorney.blogspot.com/2016/08/guilty-plea-in-home-invasion.html>
- CSO: Attached is an update provided by Stanley Consulting providing updated estimates (as well as escalated construction costs) for future phases of the CSO work due by 2028.
- Port: Attached is the IDOT LIFTS Award (Application was approved for submission by Council October 15, 2015), the Grant Agreement (Council approved April 21, 2016) and the RFP (June 2016). This project is a great example of Public-Private Partnership. In this case, with Kent Corporation since most of land intended to be used and evaluated is theirs. Kent Corp is also providing the matching funds (up to \$20,000) for this Grant. We hope to bring the recommendation to proceed to the Council in September.
- Mississippi Drive: The 8/18 powerpoint from Bolten & Menk is attached for your information as well as the Carver Corner/Mulberry Roundabout overlays with Cedar Street. Our Communications Manager is working on a post to send out on social media.
- Local Government Access: Please see the attached informational sheet regarding changes to local access (government channels). MPW and MCC stopped by to review their plans this week to merge the government (Channel 2) and schools (Channel 3) channels (city/county/schools) versus a separate channel for the school system. The tentative start date is September 15th. This would be essentially a one stop shop for all government programming on channel 2 with a goal to increase viewership. Live broadcasts of city/county/school meetings would not be affected. If you would like further information, Chad Bishop would be available to attend the in-depth session on the 8th.
- Humane Society: To date, the Humane Society and City have failed to come to terms that we can both agree upon - terms similar to the agreement for services with MCSA. At this point, I would suggest maintaining the current arrangements without an agreement for services. The current arrangement is clearly a win-win for both organizations. The proposed changes to the agreement amount to nominal oversight and accountability, but we maintain maximum flexibility without an agreement. Ideally, we can enter into a meaningful agreement in the future.
- Fire: Update on aerial provided by Chief Ewers - The Leak was fixed by installing

a new seal and rebuilding the cylinder. Seal came from Finland. Hartman and Mechanic Lund drove up and back on Monday to Wisconsin to run through the operations of the aerial to observe it's fully operational and that the leak was fixed. Now we are waiting on permits from DOT, which takes 24-72 hours. Once Reliant Fire Apparatus gets the permits they have a driver lined up that will drive the Aerial back to Muscatine. This was included in the PO otherwise we would have had to pay Wisconsin state sales tax on the repairs since repairs aren't tax exempt in Wisconsin. Assuming we will get it in a few days. We have already notified ATC (ladder testing company) that we will need them to come back as soon as possible to finish the annual aerial ladder test so we can place it back in service. We also have a few other repairs, such as repairing some broken welds and replacing some leaky filters, but these items can be fixed either before or after the ladder test and can be fixed in-house and/or in the Quad Cities. I'll keep you posted, but hopefully it should be back in service at the end of the week or first part of next week at the latest. That puts us back around August 29th, which was the date we originally thought we would get it back. Only wild card would be if something else is found when they come back and finish the rest of the aerial testing (ATC). I have not seen invoice yet, but I was told today it will not exceed \$9,000 since it was easier than expected to repair with less man hours and rented equipment. My guess is from our conversation that the bill will probably be \$8,300 for repair and delivery. We had originally approved a PO not to exceed \$ 20,800 for total repairs and delivery. So, good news that the repairs are less than anticipated.

Additional Information:

RAGBRAI 2016 by the Numbers (Per GMCCI):

We're still collecting data. Here's what we have thus far:

19,500 cyclists came to Muscatine on July 30th
300 pints of David's Famous Custard sold
302 Muscabus rides downtown on Friday, July 22
324 Muscabus rides on Saturday, July 30
675 Whitey's Chippers and Mini Malts sold
750 bottles of water handed out by noon by HNI
950 cars parked by the Muskie Booster Club
1,000 people served at Boonie's
1,100 people served in the The Brew food tent
3,000 customers served at the Kum & Go at Park and Colorado
15,000 Sqwincher freezer pops handed out by Kent Precision Foods
24,798 dollars earned by the Muskie Booster Club!

See pictures of the event on our Facebook page: RAGBRAI Muscatine.

Biogas Webcast:

On Thursday, Sept. 8, Sustainable City Network will host a free webinar on Biogas Upgrading Solutions, featuring presentations by Unison Solutions and Puregas Solutions.

Register now at <https://attendee.gotowebinar.com/register/3183130519411396097>.

This webcast will highlight some of the new media technologies available to help both existing and new biogas conditioning sites run more cost effectively.

Sponsored by Unison Solutions, Inc., this free one-hour webinar will also introduce a technology for upgrading biogas to pipeline quality renewable natural gas that is new to the U.S.

The webinar will begin at 11 a.m. Pacific, which is noon Mountain, 1 p.m. Central and 2 p.m. Eastern Time. Even if you can't attend live, be sure to register so you get the email afterwards with a link to the video recording.

SUSTAINABLE CITY NETWORK
www.sCityNetwork.com



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

August 1, 2016

Gregg Mandsager
City Administrator
City of Muscatine
215 Sycamore Street
Muscatine, IA 52761

Dear Mr. Mandsager:

I am pleased to notify you that City of Muscatine, Iowa has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Finance Department

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director
Technical Services Center

Enclosure

Muscatine Community School District's Progress Report Breakfast

Thursday, September 29, 2016
Administration Center Auditorium
2900 Mulberry Avenue, Muscatine
Breakfast: 7:15am ~ Program: 7:30am



Summary of Remaining West Hill Area Sewer Separation Projects
Date 7/22/2016

Future Phase 4 (Remaining Part of Original Phase 2)					
Phase	Non Escalated			Escalated	
	Construction Costs	Project Costs	Year	Construction Costs	Project Costs
4A	\$ 2,260,000	\$ 2,825,000	2018	\$ 2,397,634	\$ 2,997,043
4B	\$ 1,890,000	\$ 2,362,500	2019	\$ 2,065,254	\$ 2,581,568
4C	\$ 2,100,000	\$ 2,625,000	2020	\$ 2,363,569	\$ 2,954,461
Total	\$ 6,250,000	\$ 7,812,500	--	\$ 6,826,457	\$ 8,533,071

Future Phase 5 (Remaining Part of Original Phase 3)					
Phase	Non Escalated			Escalated	
	Construction Costs	Project Costs	Year	Construction Costs	Project Costs
5A	\$ 1,640,000	\$ 2,050,000	2021	\$ 1,901,209	\$ 2,376,512
5B	\$ 2,080,000	\$ 2,600,000	2022	\$ 2,483,629	\$ 3,104,536
5C	\$ 1,120,000	\$ 1,400,000	2022	\$ 1,337,339	\$ 1,671,673
Total	\$ 4,840,000	\$ 6,050,000	--	\$ 5,722,177	\$ 7,152,721

Future Phase 6 (Remaining Part of Original Phase 4)					
Phase	Non Escalated			Escalated	
	Construction Costs	Project Costs	Year	Construction Costs	Project Costs
6A	\$ 2,610,000	\$ 3,262,500	2023	\$ 3,209,971	\$ 4,012,463
6B	\$ 2,470,000	\$ 3,087,500	2024	\$ 3,128,922	\$ 3,911,153
6C	\$ 3,360,000	\$ 4,200,000	2025	\$ 4,384,038	\$ 5,480,047
6D	\$ 2,870,000	\$ 3,587,500	2026	\$ 3,857,040	\$ 4,821,300
6E	\$ 2,560,000	\$ 3,200,000	2027	\$ 3,543,639	\$ 4,429,548
Total	\$ 13,870,000	\$ 17,337,500	--	\$ 18,123,610	\$ 22,654,512

Total of Remaining West Hill Work					
Future Phase	Non Escalated Totals			Escalated Totals	
	Construction Costs	Project Costs	Year	Construction Costs	Project Costs
4	\$ 6,250,000	\$ 7,812,500	2018-2020	\$ 6,826,457	\$ 8,533,071
5	\$ 4,840,000	\$ 6,050,000	2021-2022	\$ 5,722,177	\$ 7,152,721
6	\$ 13,870,000	\$ 17,337,500	2023-2027	\$ 18,123,610	\$ 22,654,512
CSO Elimination at Pump Station	\$ 1,000,000	\$ 1,250,000	2027	\$ 1,384,234	\$ 1,730,292
Overall Total	\$ 25,960,000	\$ 32,450,000	--	\$ 32,056,477	\$ 40,070,596

Total Project Cost Allowance = _____ 25% Above the calculated cost of construction
Annual Escalation Rate = _____ 3%
Year of Cost Estimate = _____ 2016

Notes

- 1 The basis of quantities were taken from 2010 study. Construction costs have been estimated using 2016 pricing
- 2 The total project costs include an 25% allowance for engineering/legal/adminstration
- 3 \$1.0M for pump station elimination work is a place holder actual costs have not been estimated
- 4 This study level construction cost estimate is prepared to form the basis for budget authorization, appropriation and/or funding. This estimate has been produced based on available information used in the 2010 study
This study level estimated was produced to assist in product budgeting. Detailed design estimates will replace this one when projects proceed through the various design stages.

Office of Rail Transportation

800 Lincoln Way | Ames, Iowa 50010

Phone: 515.239.1066 | Email: Laura.Hutzell@dot.iowa.gov

February 26, 2016

Dave Gobin, City of Muscatine
215 Sycamore Street, Muscatine, Iowa

RE: LIFTS-ST16(01)88-70 – Port of Muscatine

Dear Mr. Gobin,

The Iowa Department of Transportation is pleased to inform you that your application for the Linking Iowa's Freight Transportation System grant for the Port of Muscatine Study was approved for funding at the February 8th meeting of the Transportation Commission. The Commission approved funding a grant of \$80,000.

Although the Commission has approved the award, you neither have a funding commitment nor an authorization to expend funds until a loan agreement has been negotiated and executed between the City of Muscatine and the Iowa Department of Transportation.

Please note that a number of specific provisions apply to the management of the loan award:

- A notification of acceptance of the award must be signed by the award recipient and mailed to Laura Hutzell, Office of Rail Transportation by April 11th (approximately 45 days of receipt of this letter).
- Project costs incurred prior to the execution of the loan agreement are ineligible for reimbursement.
- All project costs covered by the award are on reimbursement basis only.
- In certain instances, the Department may allow for an early start date for a project. An early start date is a request, in writing, by the award recipient to begin work prior to the execution of the loan agreement. This request and subsequent approval by the Department allows specific costs to be eligible for reimbursement contingent upon the execution of the final funding agreement.
- The Agreement must be finalized and in place by September 2016 (approximately 180 days after the award date).
- The project must be completed within 36 months of the Agreement date (specific time constraints outlining revocation of funding for inactivity will be detailed in the funding agreement).

Please respond in writing by April 11th indicating whether you intend to accept or decline this award. If you choose to accept this award, I will contact you to discuss your project and information required to develop the Agreement.

I look forward to working with you on this project. If you have questions or if I may be of assistance please contact me at 515-239-1066.

Thank you,



Laura Hutzell
Rail Development Manager



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

Date: October 11, 2015

To: Mayor and City Council Members
From: Dave Gobin, Community Development Director
Cc: Gregg Mandsager, City Administrator
Re: Request to Accept Iowa's LIFTS Grant Agreement

INTRODUCTION: The City of Muscatine intends to investigate the possibility of establishing a multi-modal container terminal port facility on the Mississippi River in Muscatine, Iowa. A terminal port will give local shippers a new mode to access global markets with commerce by allowing for the shipment of container and smaller bulk items via barges operating on the Mississippi River. Completion of this project would benefit all of Eastern Iowa and potentially commerce from here to the Illinois River since there are no intermodal container facilities north of St. Louis.

BACKGROUND: In February, the Iowa DOT awarded Muscatine \$80,000 in Linking Iowa's Freight Transportation System (LIFTS) in grant funds with \$20,000 matching from private sources for conducting a feasibility study. Such a grant would prepare the way for other and much larger grants that will require the information gathered during the LIFTS program results. In March, the City Council accepted the award subject to an acceptable grant agreement.

RECOMMENDATION/RATIONALE: Originally, the City Council approved the submission for a grant application for up to \$200,000. However, to conduct a feasibility study, which should be the first step, it was determined that a lower amount would be required and the odds of winning a grant would be increased. The required 20% match will come from private sources, meaning that no City funds, except for staff time, will be used for this study.

Staff is looking for Council authorization accept the LIFTS Grant Agreement as attached this memo. Completion of this planning and feasibility study will position the City of Muscatine to pursue grants to fund the construction of the proposed port and to begin the process of obtaining all necessary regulatory approvals.

Office of Rail Transportation

800 Lincoln Way | Ames, Iowa 50010

Phone: 515.239.1066 | Email: Laura.Hutzell@dot.iowa.gov

May 16, 2016

Dave Gobin
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

FOR OUR
FILES

DAVE
H

RE: LIFTS-ST16(01)—88-70 – Final LIFTS Agreement Transmittal Letter

Dear Mr. Gobin:

Enclosed is your copy of the fully executed agreement for the Iowa Department of Transportation Linking Iowa's Freight Transportation System (LIFTS) award with the City of Muscatine for the Port of Muscatine planning study project located in Muscatine, Iowa as awarded by the Iowa Transportation Commission on February 9, 2016.

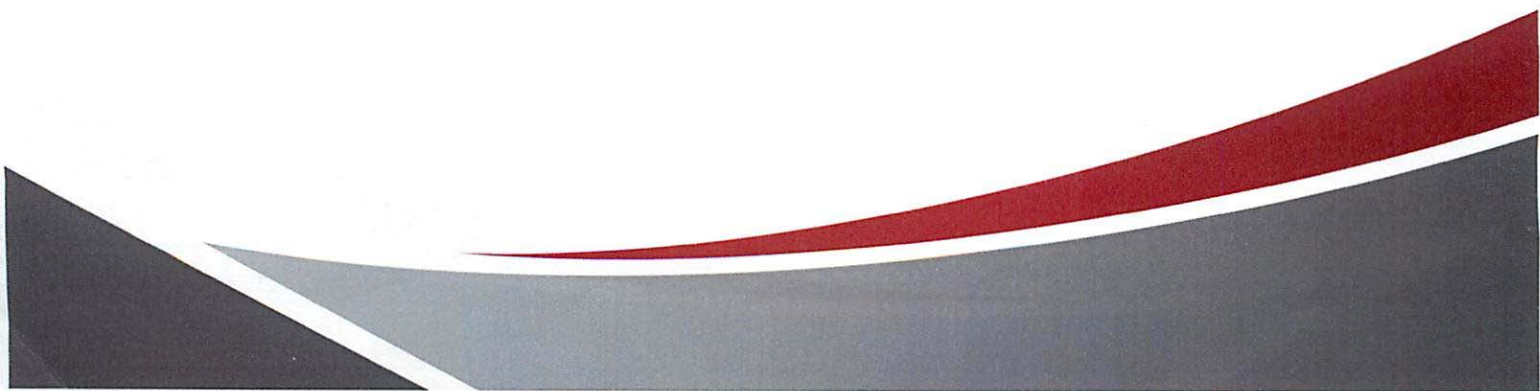
If you have further questions, please contact me at 515-239-1066 or by email at Laura.Hutzell@dot.iowa.gov

Sincerely,



Laura Hutzell
Rail Development Manager

Encl.





City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

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Staff is looking for Council authorization accept the LIFTS Grant Agreement as attached this memo. Completion of this planning and feasibility study will position the City of Muscatine to pursue grants to fund the construction of the proposed port and to begin the process of obtaining all necessary regulatory approvals.



Linking Iowa's Freight Transportation Program Agreement

LIFTS-ST16(01)--88 -70

Award Date: February 9, 2016

Grant Amount: \$80,000

Business Address: City of Muscatine
215 Sycamore Street
Muscatine, Iowa, 52761

Department Address: Office of Rail Transportation
Planning, Programming and Modal Division
800 Lincoln Way
Ames, Iowa 50010

ARTICLE I.	DEFINITIONS
ARTICLE II.	FUNDING
ARTICLE III.	TERMS OF GRANT
ARTICLE IV.	CONDITIONS OF DISBURSEMENT OF FUNDS
ARTICLE V.	DISBURSEMENT PROCEDURES
ARTICLE VI.	REPRESENTATIONS AND WARRANTIES OF BUSINESS
ARTICLE VII.	COVENANTS OF BUSINESS
ARTICLE VIII.	DEFAULTS AND REMEDIES
ARTICLE IX.	GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made between the IOWA DEPARTMENT TRANSPORTATION, Planning, Programming and Modal Division, 800 Lincoln Way, Ames, Iowa 50010 (referred to as "Department" or "DOT") and the City of Muscatine, Iowa, 215 Sycamore Street, Muscatine, Iowa 52761 referred to as "Business").

The Department desires to make a Grant to the Business and the Business desires to accept this Grant, subject to the terms and conditions set forth in this Agreement. The Linking Iowa's Freight Transportation System funding is to be provided via State Infrastructure Bank funds. On February 9, 2016 the Transportation Commission approved the awards utilizing the current balance of the State Infrastructure Bank funds for the LIFTS Program.

THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, it is agreed as follows:

ARTICLE I **DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **AGREEMENT EXPIRATION DATE.** "Agreement Expiration Date" means the date all obligations of the Agreement have been satisfied.

1.2 **AWARD DATE.** "Award Date" means the date on which the Iowa Transportation Commission awarded funds, February 9, 2016.

1.3 **AGREEMENT DATE.** "Agreement Date" means the date that this Agreement is fully executed.

1.4 **GRANT.** "Grant" means Linking Iowa's Freight Transportation System funds granted for the Project. The grant award will be matched with 20% provided by the recipient.

1.5 **AGREEMENT.** "Agreement" means this Agreement, the Project budget and all of the documents referred to in the Agreement and all other instruments or documents executed by the Business or otherwise required in connection with the Agreement, including but not limited to the following:

- a. Exhibit A, Location/Site Map
- b. Concept/sketch plan
- c. Exhibit C, Itemized Cost Estimate

d. Exhibit D, Required Bidding Procedures

e. Exhibit E, Project Schedule

1.6 PROJECT. The "Project" will be a planning study for establishing a multi-modal container port facility on the Mississippi River in Muscatine, Iowa. The facility will allow for sending, receiving and trans-loading of intermodal container freight and smaller bulk items utilizing the river, highway, warehousing and or rail. The "Project" also includes other obligations to be performed or accomplished by the Business as described in this Agreement and the application approved by the Department.

1.7 PROJECT COMPLETION DATE. "Project Completion Date" means thirty-six months after the Agreement Date, and is the date by which the Project shall have been fully accomplished.

ARTICLE II **FUNDING**

2.1 FUNDING SOURCE. The source of funding for the Grant is Linking Iowa's Freight Transportation System Program (LIFTS). On February 9, 2016 the Transportation Commission approved the awards utilizing the current balance of the State Infrastructure Bank funds for the LIFTS Program.

2.2 AVAILABILITY OF FUNDS. All payments under this Agreement are subject to receipt by the Department of sufficient State funds for the LIFTS program. Any termination, reduction or delay of LIFTS funds to the Department shall, at the option of the Department, result in the termination, reduction or delay of LIFTS funds to the Business.

2.3 PRIOR COSTS. No expenditures made prior to the Award Date may be included as Project costs for the purposes of the Agreement. Expenditures made prior to the Agreement Date, but after the Award Date may not be included as Project costs for the purposes of this Agreement unless approved in writing by the Department of Transportation prior to the start of Project work.

2.4 FINAL DISBURSEMENT. The final billing shall be submitted for reimbursement within six months following the Construction Completion Date, or the Department shall be under no obligation for further disbursement.

ARTICLE III **TERMS OF GRANT**

3.1 **GRANT.** The Department agrees to provide a Grant to the Business in the maximum amount of \$80,000 of the project cost.

ARTICLE IV **CONDITIONS OF DISBURSEMENT OF FUNDS**

Unless and until the following CONDITIONS have been satisfied, the Department shall be under no obligation to disburse to the Business any amounts under the Agreement:

4.1 **PROJECT SCHEDULE.** The Business shall have submitted a Project schedule (Exhibit E) and have received the Department's approval of the Project schedule.

4.2 **COMPETITIVE BIDDING REQUIREMENTS.** All Project work shall be accomplished through competitive bidding pursuant to the procedures shown in Exhibit D, attached hereto and made a part of this Agreement. Any exceptions shall be approved by the Department. The Business shall provide the DOT file copies of Project letting documents, bid tabs, and letters of solicitation to prospective bidders. If the low bid is not awarded, DOT concurrence in the award must be obtained prior to the award.

ARTICLE V **DISBURSEMENT PROCEDURES**

5.1 **UTILIZATION OF FUNDS.** Projects must demonstrate public benefit. The Project must meet Title 23 US Code Chapter 601 eligibility criteria. The Business shall utilize LIFTS funds for financing the Project described in the work description shown as Exhibit B. All labor performed and material used on the Project shall conform to Exhibit C. The Business agrees that the quantity of items shown in Exhibit C shall be the minimum incorporated into the Project. Any proposed changes in quality or quantity of materials or work performed shall be approved in advance in writing by DOT.

5.2 **DISBURSEMENT OF FUNDS.** No disbursement of funds shall be made for work that does not conform to Exhibit B except for work changes approved in advance in writing by DOT. Disbursements may be made for conforming work done, provided the Business provides adequate documentation to DOT of the work performed, the costs incurred, and actual payment of the cost by the Business. No disbursement of funds shall be made for work that is done after the Construction Completion Date.

5.3 **REQUESTS FOR REIMBURSEMENT.** All disbursements of proceeds shall be subject to the receipt by the Department of Requests for Reimbursement submitted by the Business. Requests for Reimbursement shall be in form and content acceptable to the Department.

5.4 PROCEDURE FOR REQUESTS OF REIMBURSEMENT.

LIFTS funds shall be disbursed in the following manner:

- a. No more than monthly, the Business may send a Request for Reimbursement to the DOT for work performed, which has not previously been submitted to the DOT.
- b. The Business shall make no Request for Reimbursement in an amount less than fifty thousand dollars (\$50,000), with the exception of the final Request for Reimbursement.
- c. DOT shall make reimbursements only for that work performed which conforms to Exhibit B or with work changes to Exhibit B approved in advance by DOT.
- d. DOT shall reimburse the Business only for authorized work, and for which proper documentation of receipts, quantities, and proof of payment has been provided.
- e. Grant reimbursement costs of all Authorized Work documented in each Request for Reimbursement will be made only for Project costs of the Business to the maximum amount stated in Paragraph 3.1 of the Agreement.
- f. Grant reimbursement will be provided per percentage of matching fund requirements as noted in Section 1.4.

5.5. COMPLETION OF PROJECT AND FINAL ACCEPTANCE. Upon completion of the Project work, the Business shall certify that the Project work has been completed in accordance with the Agreement by signing the Certificate of Completion. Railroad acceptance of the Project, if required, shall also be provided in writing. DOT shall determine whether to accept the Project as complete and shall promptly notify the Business in writing of any items of work not approved, pursuant to Exhibit B and any work changes to Exhibit B authorized in advance by DOT.

5.6 FINAL PAYMENT. After the Business certification that the Project is complete, the Business shall submit a final bill within six months of Project completion. The DOT shall have no responsibility to make the final payment without receiving the final bill.

ARTICLE VI **REPRESENTATIONS AND WARRANTIES OF BUSINESS**

To induce the Department to make the Grant referred to in this Agreement, the Business represents covenants and warrants that:

6.1 AUTHORITY. The Business is duly organized and validly existing under the laws of the state of its incorporation and is in good standing, and has complied with all applicable laws of the State of Iowa. The Business is duly authorized and empowered to execute and deliver the Agreement. All action on the Business's part, such as appropriate resolution of its Board of Directors for the execution and delivery of the Agreement, has been effectively taken.

6.2 FINANCIAL INFORMATION. All financial statements and related materials concerning the Business and the Project provided to the Department are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

6.3 APPLICATION. The contents of the application the Business submitted to the Department for DOT funding is a complete and accurate representation of the Business and the Project as of the date of submission and there has been no material adverse change in the organization, operation, business prospects, fixed properties or key personnel of the Business since the date the Business submitted its DOT application to the Department.

6.4 CLAIMS AND PROCEEDINGS. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Business, threatened against the Business affecting in any manner whatsoever their rights to execute the Agreement, or to otherwise comply with the obligations of the Business contained under the Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Business, threatened against or affecting the Business or project property.

6.5 PRIOR AGREEMENTS. The Business has not entered into any verbal or written contracts, agreements or arrangements of any kind that are inconsistent with this Agreement.

6.6 MAINTENANCE. After the work has been completed and Project has been constructed pursuant to this Agreement, the Business agrees to assume all responsibility for future maintenance of the project for a minimum of ten years.

ARTICLE VII **COVENANTS OF BUSINESS**

7.1 AFFIRMATIVE COVENANTS. The Business covenants with the DOT that:

- a **PROJECT WORK AND SERVICES.** The Business shall complete the work and services detailed in Exhibit C of this Agreement by the Construction Completion Date.

- b. **ACCESS TO RECORDS/INSPECTIONS.** The Business shall, keep records relating to this Project for a period of three (3) years following the date of the business's final billing to Department. The Business on reasonable notice and at any time (during normal business hours), the business shall permit the Department, its representatives or the State Auditor to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) all of the Business' books, records and accounts relating to the Project, and (iii) the Business shall provide all other documentation or materials related to this grant with access to the proper facilities for making such examination and/or inspection.
- c. **USE OF PROGRAM FUNDS.** The Business shall expend funds received under the Agreement only for the purposes and activities described in its DOT Application and approved by the Department.
- d. **DOCUMENTATION.** The Business shall deliver to the DOT, on request, (i) copies of all contracts or agreements relating to the Project, and (ii) all invoices, receipts, statements or vouchers relating to the Project.
- e. **NOTICE OF PROCEEDINGS.** The Business shall promptly notify the DOT of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the Business, which would adversely impact the Project.
- g. **NOTICE OF BUSINESS CHANGES.** The Business shall provide prompt notice to the Department of any proposed change in the Business ownership, structure or control of the Business, which would materially affect the Project.
- h. **INDEMNIFICATION.** The Business shall indemnify and hold harmless the Department, its officers and employees, from and against any and all losses under this Project, except those losses incurred by the Department resulting from willful misconduct or negligence on its part.

7.2 NEGATIVE COVENANTS. So long as the Business is subject to the terms of the grant to the DOT, the Business shall not, without prior written disclosure to the DOT and prior written consent of DOT (unless DOT prior approval is expressly waived below), directly or indirectly:

- a. **BUSINESS' INTEREST.** Assign, waive or transfer any of Business' rights, powers, duties or obligations under this Agreement.
- b. **RESTRICTIONS.** Place or permit any restrictions, covenants or any similar limitations on the real property included in the project.
- c. **RELOCATION OR ABANDONMENT.** Relocate its operations or remove infrastructure funded through this Agreement from the location described in the application or abandon its operations or facilities or a substantial portion thereof for a period of ten (10) years following the Project Completion Date.

ARTICLE VIII **DEFAULT AND REMEDIES**

8.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Agreement:

- a. **MATERIAL MISREPRESENTATION.** If any representation, warranty or statement made or furnished to the Department by, or on behalf of, the Business in connection with this Agreement or application for this Grant, is determined by the Department to be incorrect, false, misleading or erroneous in any material respect when made or furnished, shall constitute an event of default. The Business shall have 30 days to remedy such default to the Department's satisfaction after written notice by the Department is given to the Business.
- b. **NONCOMPLIANCE.** If there is a failure by the Business to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. **PROJECT COMPLETION DATE.** If the Project, in the sole judgment of the Department, is not completed on or before the Project Completion Date.
- d. **RELOCATION OR ABANDONMENT.** If there is a relocation or abandonment by the Business as described in 7.2 (c).
- e. **INSOLVENCY OR BANKRUPTCY.** If the Business becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Business applies for or consents to the appointment of a trustee or receiver for the Business or for the major part of its property; or if a trustee or receiver is appointed for the Business or for all or a substantial part of the assets of the Business and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization,

arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Business and, if instituted against the Business, is consented to, or, if contested by the Business is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

- f. **INSECURITY.** The Department shall deem itself insecure, if in good faith and after consideration of all the facts and circumstances then existing, it reasonably believes that the satisfaction of the obligations under the Agreement or the performance of or observance of the covenants it is owned under the Agreement, will be materially impaired.

8.2 NOTICE OF DEFAULT. The Department shall issue a written notice of default providing therein a thirty (30) day period in which the Business shall have an opportunity to cure, provided that cure is possible and feasible.

8.3 REMEDIES ON DEFAULT. If the default remains un-remedied, the DOT shall have the right to:

- a. exercise any remedy provided by law;
- b. require all Grant funds disbursed to the Business to be immediately repaid to the Department

8.4 PROMISE TO REPAY. In the event of a Default of any of the terms of the Agreement, the Business hereby promises to repay to the Department all Grant funds disbursed to the Business within 30 days.

ARTICLE IX **GENERAL TERMS AND PROVISIONS**

9.1 BINDING EFFECT. This Agreement shall be binding the Business on and shall inure to the benefit of the Department and Business and their respective successors, legal representatives and assignees. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

9.2 COMPLIANCE WITH LAWS AND REGULATIONS. The Business shall comply with all applicable State and Federal laws.

9.3 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY OBLIGATIONS. The Business shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal

employment opportunity as required by the Iowa Code chapter 216. The Business and its contractors will use their best efforts to solicit bids from and to utilize minority group contractors and subcontractors, or contractors and subcontractors with meaningful minority group and female representation among their employees. The Business will use its best efforts to ensure contractor and subcontractor compliance with Iowa equal employment opportunity obligations. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Business receives state funds from the DOT. The Business shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation.

9.4 TERMINATION FOR CONVENIENCE. In addition to termination due to an Event of Default or non-appropriation of DOT funds, this Agreement may be terminated in whole, or in part, when the Department and the Business agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds. The Department and Business shall agree upon the termination conditions. The Business shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as is reasonably possible. The Department will allow full credit to the Business for the Department share of the non-cancellable obligations allowable under the Agreement and properly incurred by the Business prior to termination.

9.5 PROCEDURE ON TERMINATION. If the Agreement is terminated for convenience, and Event of Default or non-appropriation of DOT funds, disbursements shall be allowed for eligible costs incurred by the Business prior to the date of termination. Any costs previously paid by the Department which are subsequently determined to be unallowable through audit, monitoring or closeout procedures shall be returned to the Department within thirty (30) days of the disallowance. The Business hereby promises to immediately repay to the Department any such disallowed costs previously disbursed to the Business.

9.6 SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

9.7 GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Story County or the United States District Court for the Northern District of Iowa.

9.8 MODIFICATION. This Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9.9 NOTICES. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered to the Business on the earlier of actual receipt or two (2) business days after posting. The Department may rely on the addresses of the Business set forth heretofore, as modified from time to time, as being the addresses of the Business.

9.10 WAIVERS. No waiver by the Department of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Department in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Department shall preclude future exercise thereof or the exercise of any other right or remedy.

9.11 LIMITATION. It is agreed that the Department shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

9.12 ENFORCEMENT EXPENSES. The Business shall pay upon demand any and all reasonable fees and expenses of the Department, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Department under the Agreement.

9.13 FINAL AUTHORITY. The Department shall have the final authority to assess whether the Business has complied with the terms of this Agreement.

9.14 INTEGRATION. This Agreement contains the entire understanding between the Business and the Department and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.

9.15 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of who shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last signed below.

IOWA DEPARTMENT OF TRANSPORTATION:

BY:  Date: 5-10-16
~~STUART ANDERSON~~ ~~Tammy Nichelson, Director~~
~~Office of Rail Transportation~~
PPM DIVISION

BUSINESS:

City of Muscatine, Iowa

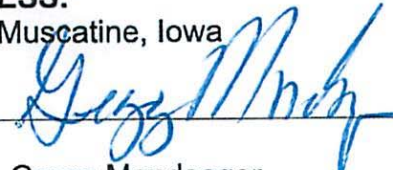
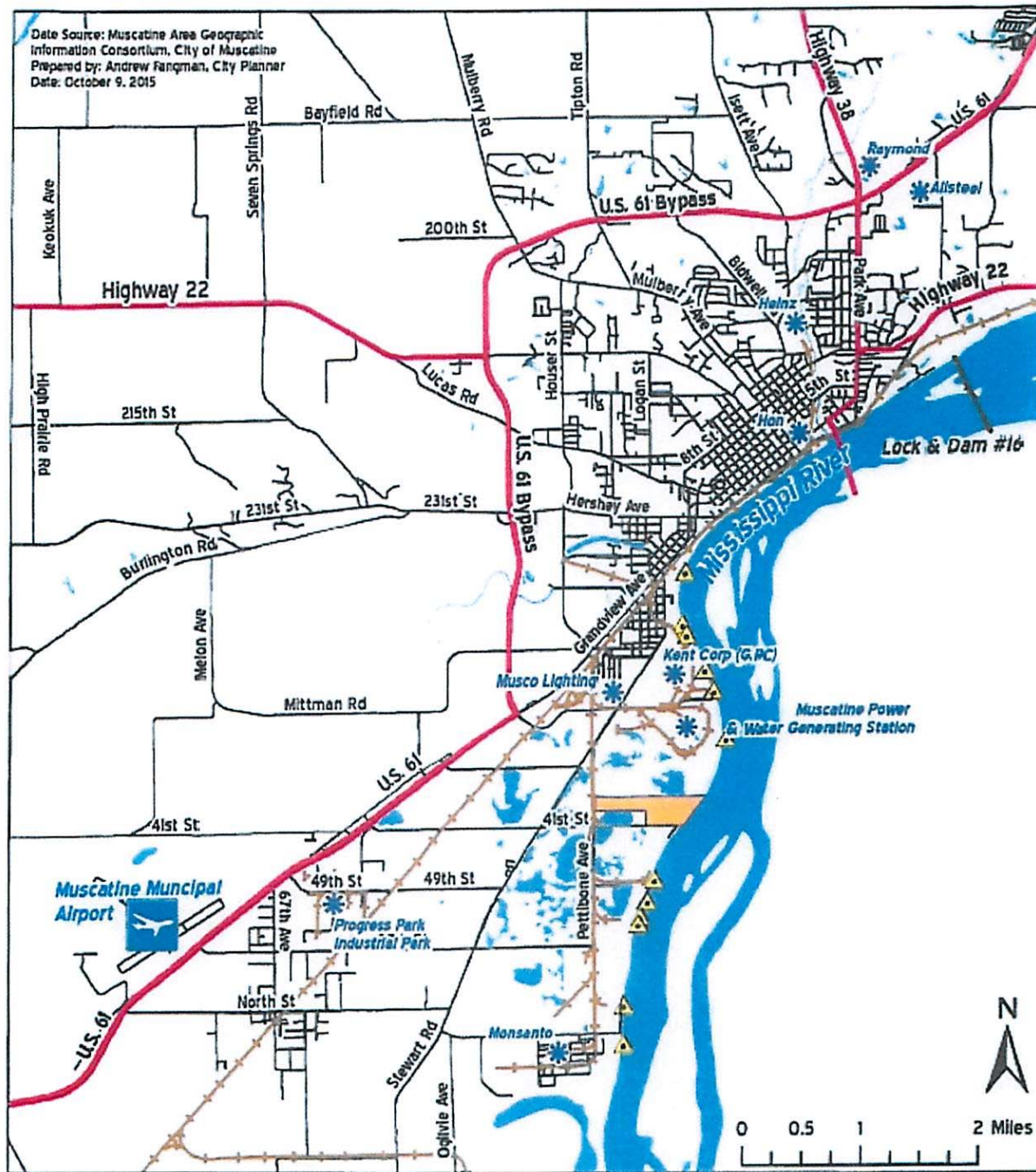
BY:  Date: 4/26/16
Name: Gregg Mandsager
Title: City Administrator

Exhibit A

LOCATION SITE MAP

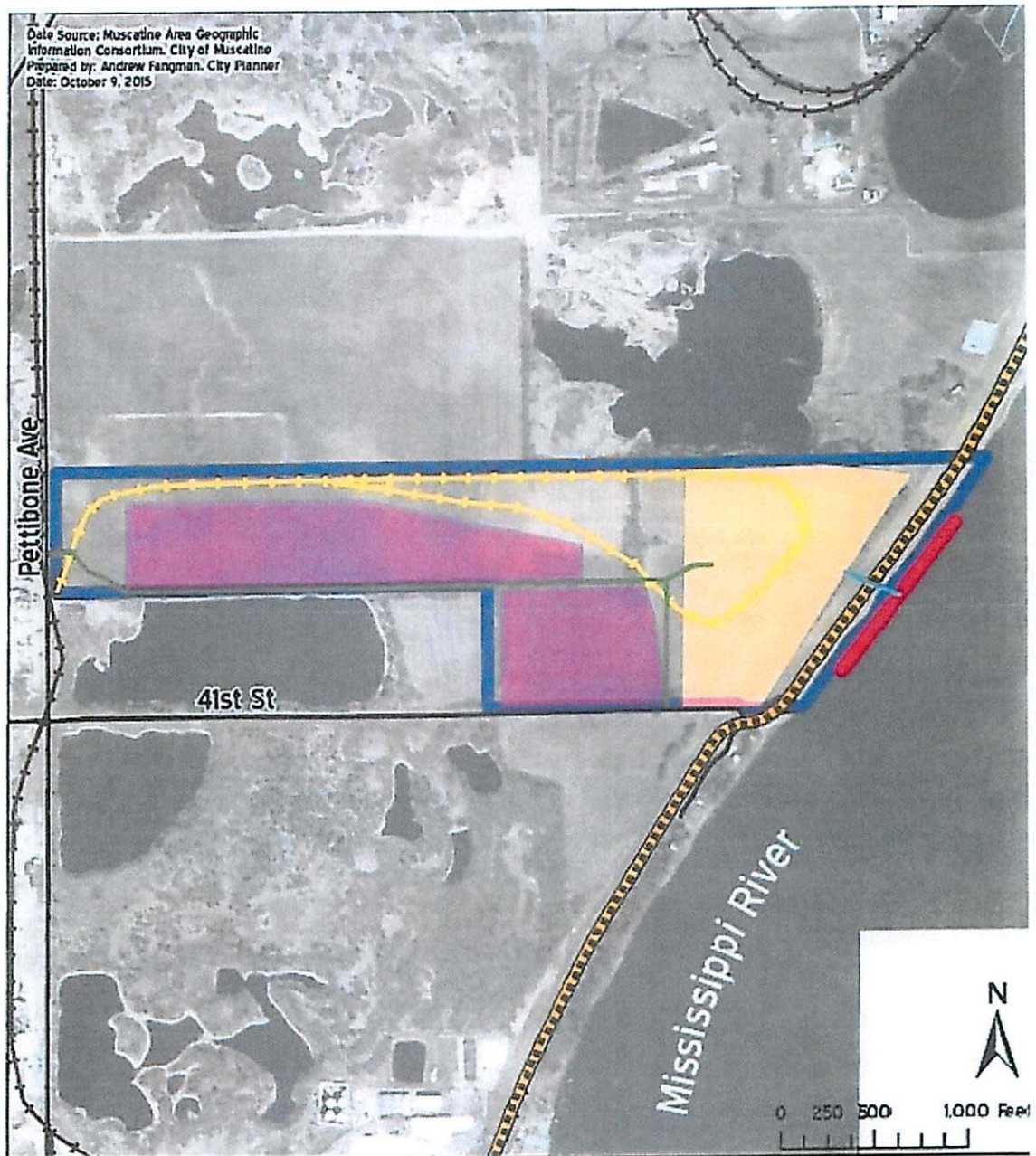


Port of Muscatine Location Map

- | | | | |
|---|--------------------|---|---------------------------|
|  | Proposed Port Site |  | Canadian Pacific Railroad |
|  | State Highway |  | Major Industrial Site |
|  | Street |  | Existing Barge Terminal |

Exhibit B

SKETCH/CONCEPT PLAN



Port of Muscatine Concept Plan



Exhibit C
ITEMIZED PROJECT COST ESTIMATE

FINANCIAL SUMMARY

1. Overall study Cost: \$100,000
2. Grant Request: \$80,000
3. Matching Funds: \$20,000

FUNDING SOURCES FOR THE STUDY

<u>Source:</u>	Amount:
Contribution from Kent Corporation	\$20,000

EXHIBIT D
REQUIRED Procedures for Contracting Work

The Business shall do the following in sequence:

- A. Develop plans and specifications for the project following all applicable state and local code requirements.

For rail project elements, develop plans and specifications covering the work, conforming to the *Manual for Railway Engineering*, published by the American Railway Engineering and Maintenance-of Way Association (AREMA), the connecting railroad minimum requirements or approved exceptions by railroad, and the State of Iowa guidelines and standards agreeable to both the connecting railroad and the Iowa Department of Transportation (DOT).
- B. Submit plans and specifications along with bid documents to the DOT for review and concurrence.
- C. Solicit request for qualifications or proposals for specified work from three or more contractors or suppliers.
- D. Send the results of the letting including all letters of solicitation, qualifications, bids received, the low bidder or contractor of choice, and the total fixed contract cost or the fixed unit prices to the DOT for review and concurrence to award contract. If the low bid is not awarded, DOT concurrence in the award must be obtained prior to the award.
- E. Award contract to selected contractor or supplier and supervise the contract to completion.
- F. Notify the DOT prior to start of work to enable monitoring and inspection of the project during construction.
- G. Any extra work needed to complete the project shall be approved by all parties to the agreement prior to commencing extra work. Extra work orders will show agreed to cost and the cost will be eligible for reimbursement with prior approval.
- H. If applicable, secure written approval for train operations from operating railroad, send copy to DOT.
- I. Notify the DOT of project completion and schedule final inspection.
- J. Submit an original bill and proof of payment for approved costs along with a cover letter requesting payment and summarizing project costs to enable audit and justify payment.

EXHIBIT E
LIFTS PROJECT SCHEDULE

- **Contract between City of Muscatine and the Iowa Department of Transportation for the Port of Muscatine Planning and Feasibility Study is signed.**
- **Preparation of a request for qualifications or proposal for the Port of Muscatine Planning and Feasibility Study: 1 month**
- **Response period for the request for qualifications or proposal for the Port of Muscatine Planning and Feasibility Study: 1.5 months**
- **Review and selection of the desired consultant of response to the request for qualifications or proposal for the Port of Muscatine Planning and Feasibility Study: .5 months**
- **Negotiation with selected consultant and preparation of a contract for them to conduct the Port of Muscatine Planning and Feasibility Study: 1 month**
- **Approval of contract and issuance of notice to proceed: .5 months**
- **Preparation of the Port of Muscatine Planning and Feasibility Study: 1 year.**



**Request for Proposals
Consulting Services Related to Port Feasibility Study
Port of Muscatine Planning and Feasibility Study
June 7, 2016**

PROJECT SUMMARY

The City of Muscatine, Iowa, is soliciting proposals from interested firms to conduct a planning and feasibility study on the establishment of a multimodal container terminal port facility on the Mississippi River in Muscatine, Iowa that would allow for the sending, receiving, and trans-loading of intermodal container freight and smaller bulk items utilizing the river, highway, or rail.

The planning and feasibility will answer the following broad questions.

- **What is the potential market demand for intermodal container freight to move via a Mississippi River port at Muscatine?**
- **What are the primary characteristics required for a successful and sustainable port facility?**
- **Is the identified site on the Mississippi River a viable location for a multimodal container terminal port facility?**
- **What is the potential cost of the development and on-going operational cost of a multimodal container terminal port facility?**

Completion of this planning and feasibility study will position the City of Muscatine to pursue funding for the construction of the proposed container terminal port and to begin the process of obtaining all necessary regulatory approvals.

This packet is our introduction and initiates the formal selection process. If you are interested, please address the "scope of work" and "submittal contents" as detailed in this packet. Representatives of the City will review those responsive firms and reduce the field to allow for a more in-depth proposal and interview. The RFP is requested in order to compare consultants.

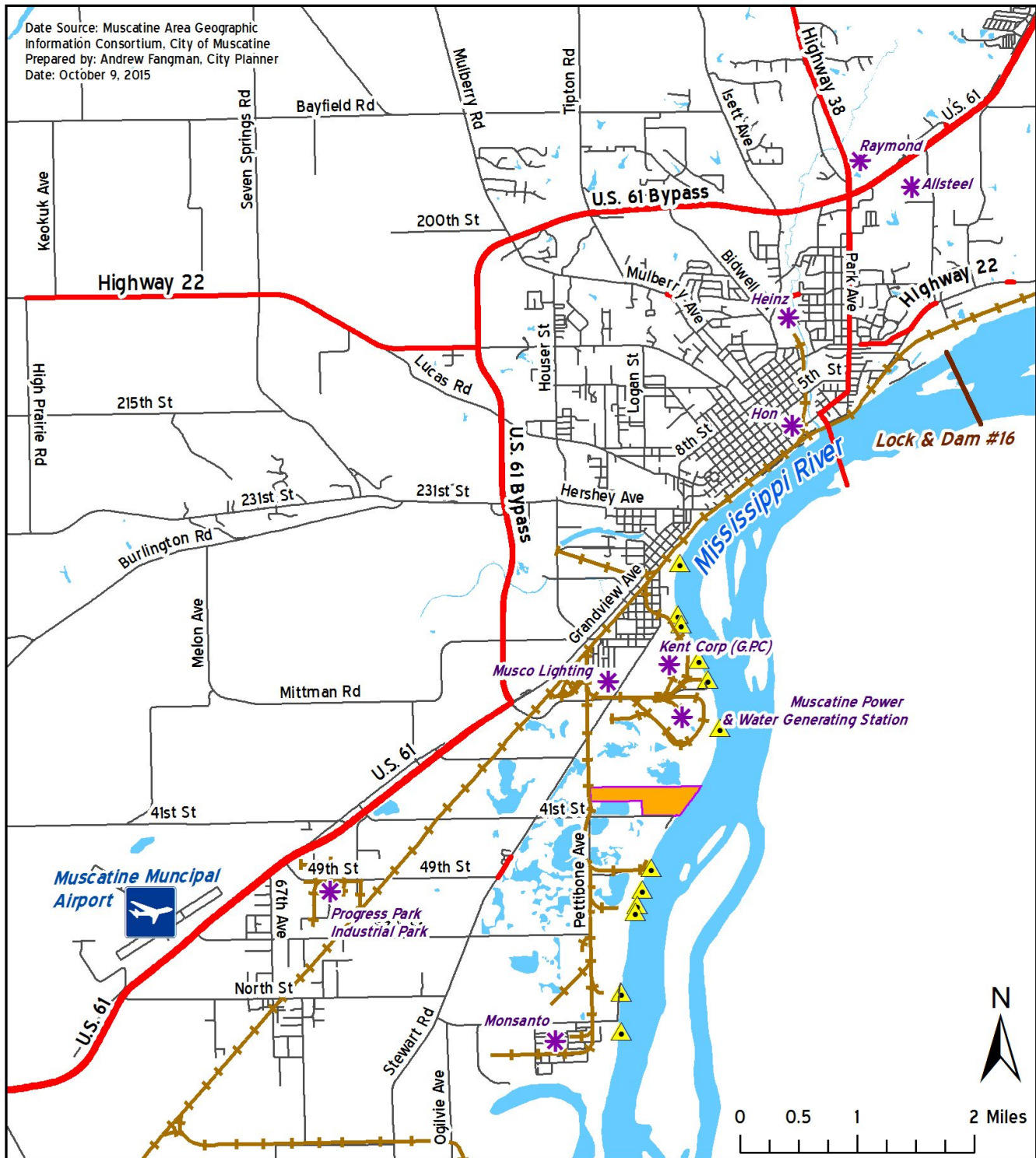
PROJECT BACKGROUND

Local industry reports that one of the biggest freight transportation challenges that they face is a shortage of truck drivers. This drives up shipping costs and can cause delays. This has had the effect of making rail more expensive and congested as more shippers use rail as an alternative. Making greater use of the underutilized freight transportation capacity of the Mississippi River would help address this challenge by shifting freight to a less labor intensive mode of shipping. To accomplish this, the construction of a port facility capable of handling cargo containers and other smaller bulk items that cannot be handled by highway or at existing area docks, will be necessary. The envisioned multimodal container terminal port facility on the Mississippi River will also include the infrastructure necessary to warehouse, ship, receive, or transship by water, rail and highway. The first step in this process is a planning and feasibility study of a multimodal container terminal port facility on the Mississippi River.

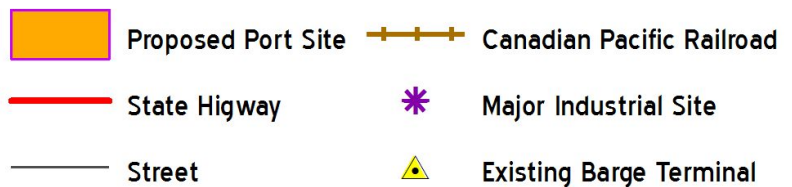
In February the City of Muscatine was awarded a Linking Iowa's Freight Transportation System (LIFTS) Grant from the Iowa Department of Transportation to conduct a planning and feasibility study of a multimodal container terminal port facility on the Mississippi River as outlined in this Request for Proposal. The required local match for this grant is being provided by Kent Corporation. Kent Corporation, composed of Grain Processing Corporation, Kent Nutrition Group Inc., Kent Pet Group, and Kent Precision Foods Group, which by tonnage is the largest shipper in the Muscatine area.

A 80-100 acre targeted site for development of a multimodal container terminal port facility has been identified; see the maps on the following two pages. The planning and feasibility study will be focused on developing a port facility on this site. This site has been chosen to be the focus of this study because the presence of the following factors makes it the most viable location for such a port facility in the Muscatine area.

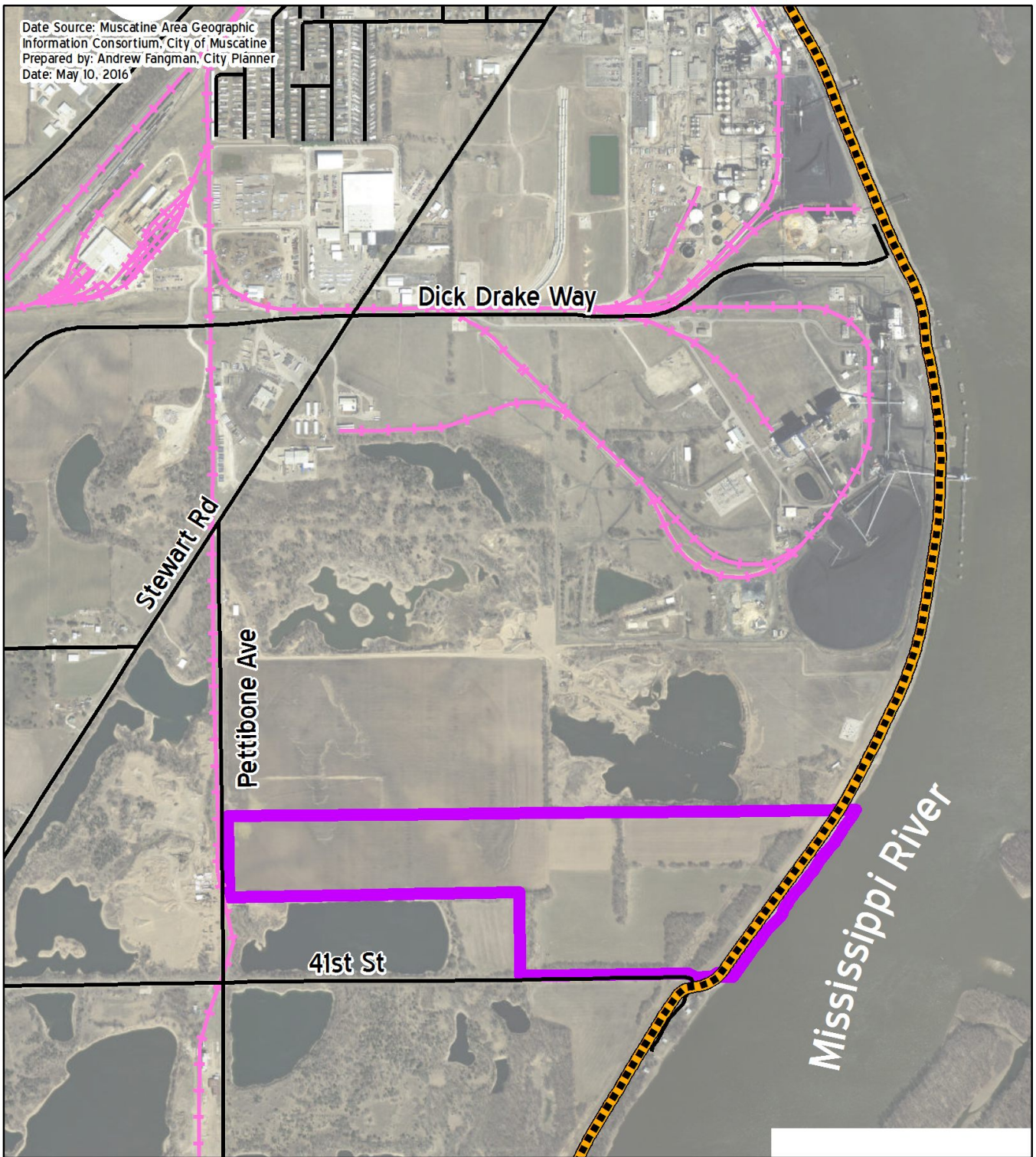
- Adequate size
- Adjacent to existing rail infrastructure
- Proximity and good access to U.S. 61
- Flat topography
- Protection from flooding provided by existing levee
- A port would be compatible with surrounding land uses
- Availability of land
- Proximity to potential users of the port



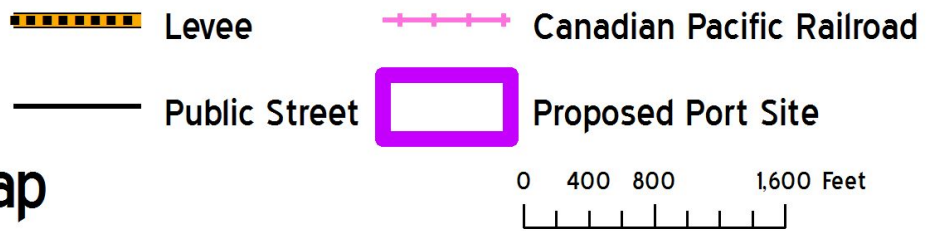
Port of Muscatine Location Map



Date Source: Muscatine Area Geographic Information Consortium, City of Muscatine
 Prepared by: Andrew Fangman, City Planner
 Date: May 10, 2016



Port of Muscatine Location Map



SCOPE OF WORK

Prepare a planning and feasibility study on the establishment of a multimodal container terminal port facility on the Mississippi River in Muscatine, Iowa that would allow for the sending, receiving, and trans-loading of intermodal container freight and smaller bulk items utilizing the river, highway, or rail. This study shall contain the four components outlined as following.

Component 1: What is the potential market demand for moving freight in intermodal containers on the Mississippi River via a port at Muscatine?

- The study should take inventory of the following:
 - Existing imported or exported shipments from/to Muscatine
 - Amount of warehouse space currently available
 - A comparison of this study with other state or regional freight studies
 - The regional economic impact of having an intermodal container port
- The study should consider the potential for:
 - Containerization of new commodities already moving on the river
 - Diversions from current highway and rail freight
 - Understand the additional warehousing space needed in the area
 - Potential new markets generated by the new operation
- The study should identify:
 - Key origin-destination routes,
 - Upriver volumes and commodities,
 - Downriver volumes and commodities,
 - Variability (seasonal factors, weather factors, economic conditions, etc.)

Component 2: What are the primary characteristics required for a successful and sustainable port operation?

The study shall identify and detail the primary characteristics for a successful and sustainable port operation, with following characteristics being specifically addressed.

- Requirements for a port's infrastructure
- Marine equipment
- Vessel navigability
- Transload connections and warehouse requirements

- End-to-end service cost
- Size of an intermodal container staging and storage area
- Speed, and reliability compared to truck and rail options
- Market volumes
- Load/empty balances
- Service revenues
- Cost recovery
- Institutional/organizational factors

Component 3: Is the identified site on the Mississippi River a viable location for a multimodal container terminal port facility?

The study shall determine if the identified site can accommodate the development to meet the requirements for a successful and sustainable port operation. If the identified site is not found to be viable, the study shall detail the identified site's deficiencies.

Component 4: • What is the potential cost of the development and on-going operation of a multimodal container terminal port facility?

The study shall, upon completion, provide an understanding of what it will cost to construct a multimodal container terminal port facility, specifically addressing the following:

- At a preliminary order-of-magnitude level, the capital costs for building a multimodal container terminal port and marine equipment required.
- The prospective revenues that such a port facility would generate.
- Operation and maintenance costs including any costs that would not be covered from operating revenues.
- Determine whether, and for what period of time, operating subsidies might be warranted.

MINIMUM QUALIFICATIONS

Capacity

The City of Muscatine desires to obtain the services of a Respondent that has the capacity to:

- Conduct a planning and feasibility study on a multimodal container terminal port facility along the Mississippi River;
- Determine availability of products and companies that could utilize the port;

- Provide a cost-estimate of construction and operation of the port;
- Dedicate the time and energy to complete the tasks; and
- Achieve the outcome of a complete feasibility study by December 31, 2016, or a date mutually agreed upon

Respondent Requirements/Relevant Information to Respondents:

- The Respondent shall be legally authorized to conduct business in Iowa.
- The Respondent is expected to travel to and spend sufficient time in Muscatine, as necessary to accomplish the tasks.

All reports, files, documentation, and material developed or acquired by the Respondent as a direct result of activities specified in the Contract shall become the property of the City of Muscatine. The Respondent agrees that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the City of Muscatine.

- If any copyrighted material is developed as a result of the contract, the City of Muscatine shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for their agency purposes.
- The Respondent shall disclose any and all real or potential conflicts of interest in representation that may have an adverse impact on the City of Muscatine.

CONSULTANT SELECTION PROCESS

SUBMITTAL CONTENTS

The Proposals should be limited to 12 pages in length (not counting resume pages) and be limited to specific discussion of the items outlined in this RFP. The intent of the RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the Proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-3) and a cost proposal (item 4).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, email address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm or consulting team, and who may be contacted during the period of proposal evaluation. Only one transmittal letter needs to be prepared to accompany all copies of the technical and cost proposal.

2. Table of Contents

A listing of the major sections in the proposal and the page numbers.

3. Technical Response

In this section the proposer should include:

- **Executive Summary** – A summary that includes an overview of the team assembled who will perform the work, a statement on the relevant background experience which qualifies the firm or firms to conduct the work, and a very brief overview the approach that will be taken to accomplish the scope of work.
- **Detailed Work Plan** - A detailed statement that describes the approach to the work and a timeline for conducting the work.
- **Experience of Firm** - A detailed description of the firm's experience with feasibility studies (or related) projects, specifically port operations; including the type and number of clients served, type and dollar amount of deals completed, and the nature of the projects involved. Examples of successes achieved for past/present clients relating to the aforementioned scope of services are requested.
- **Experience/Qualifications of Assigned Professional(s)** Resumes for each individual who may be assigned to provide these services and designate the individual who would have primary responsibility for overseeing these services. Identify the lead individual assigned from your firm.

4. Cost Proposal – The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work.

- If based on an hourly rate, provide the hourly rates to be charged for each individual who would be assigned to this engagement and a general description of how many billable hours will be allocated among key personnel.
- Provide an explanation of fees to be calculated on any other basis. Itemize the type of expenses for which your firm would seek reimbursement.

SELECTION CRITERIA

Proposals submitted will be reviewed by the City of Muscatine for completeness and qualifications. Selection of a firm will be made on the basis of the following criteria in descending order of importance:

- Expertise and experience of firm in providing services related to port planning and feasibility studies or related transactions;
- Expertise and experience of individuals assigned from firm;
- Price;

- Responsiveness of the firm to the RFP categories.

RFP TIMELINE

Anticipated timeline of consultant selection is as follows:

1. Release of RFP	<u>June 7, 2016</u>
2. Responses due	<u>June 30, 2016</u>
3. RFP response evaluation	June 15, 2016 (Notification to all respondents)
4. Interview preferred respondent(s)	July 7-15, 2016
5. Select finalist	July 15, 2016
6. Full Proposal due (finalist)	July 22, 2015
7. Conclude agreement negotiations	July 30, 1016
8. Agreement Approval	August 15, 2016.
9. Completion of Study	<u>December 15, 2016 (or date mutually agreed upon)</u>

SUBMITTAL DELIVERY ADDRESS

Physical:

Muscatine City Hall
ATTN: Dave Gobin
Community Development Director
215 Sycamore Street
Muscatine, IA 52761

Electronic:

dgobin@muscatineiowa.gov

SUBMITTAL DEADLINE

July 8, 2016 at 3:00 p.m.

SUBMITTAL INSTRUCTIONS

Please furnish three physical copies of your submittal and one electronic copy.

INQUIRIES

Phone and e-mail inquiries to clarify the requirements of the RFQ are welcome and shall be directed to Dave Gobin at 563.262.4141 or dgobin@muscatineiowa.gov

Mississippi Drive | Corridor Revitalization

8.16.2016 Council Meeting



A Destination Transportation Project...



**Muscatine
Power and Water**
Your reliable neighbor



**CANADIAN
PACIFIC**

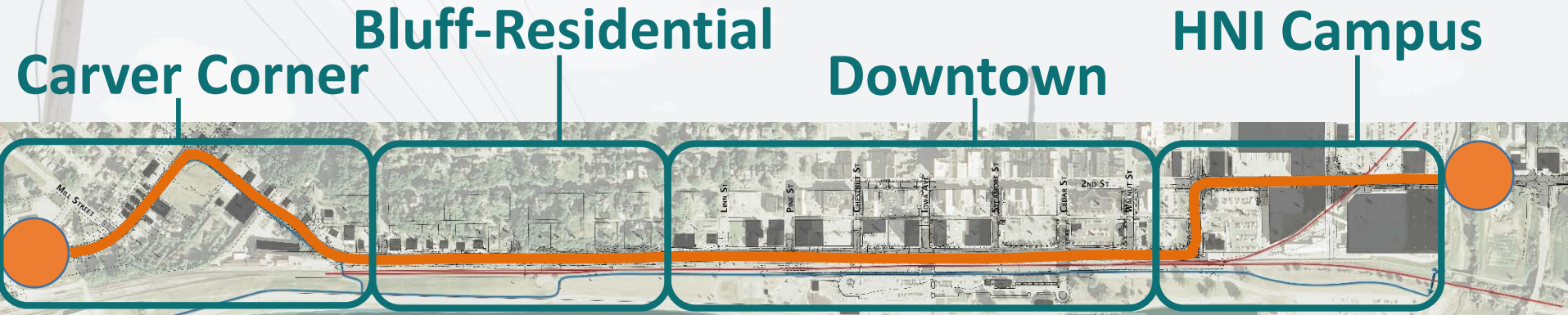


Welcome!

Tonight's Agenda:

- Updates to Carver Corner Options and Costs
- Revisit 2nd & Mulberry Options
- Selection of preferred design alternatives at 'book ends' of the project
- Back-in angled parking test study
- Preservation of newer paving along Mississippi/Hershey

The Big Picture | Dissecting the Corridor



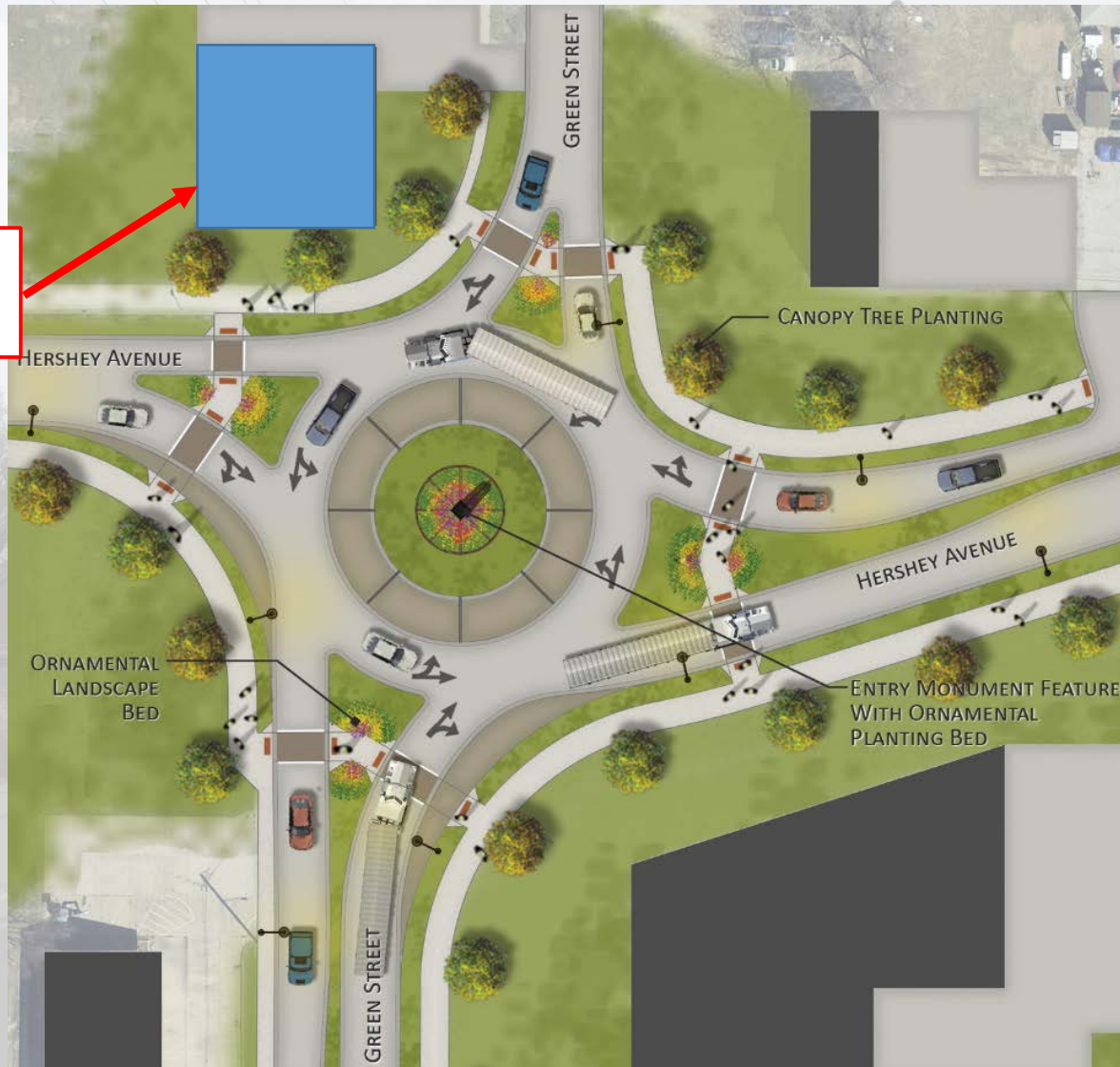
Critical Points:

- Diverse Corridor
- Poorly Connected
- Changing Right-Of-Way Widths
- **Huge Asset to the Community.....And it's time for an update.**

Intersection Design | Carver Corner

4 Leg Roundabout Alternative:

Impacted
Building



Intersection Design | Carver Corner

4 Leg Roundabout Alternative:

Pros:

- **Lower costs than signalized (EA) intersection**
- **Free flowing traffic**
- **Gateway to downtown**

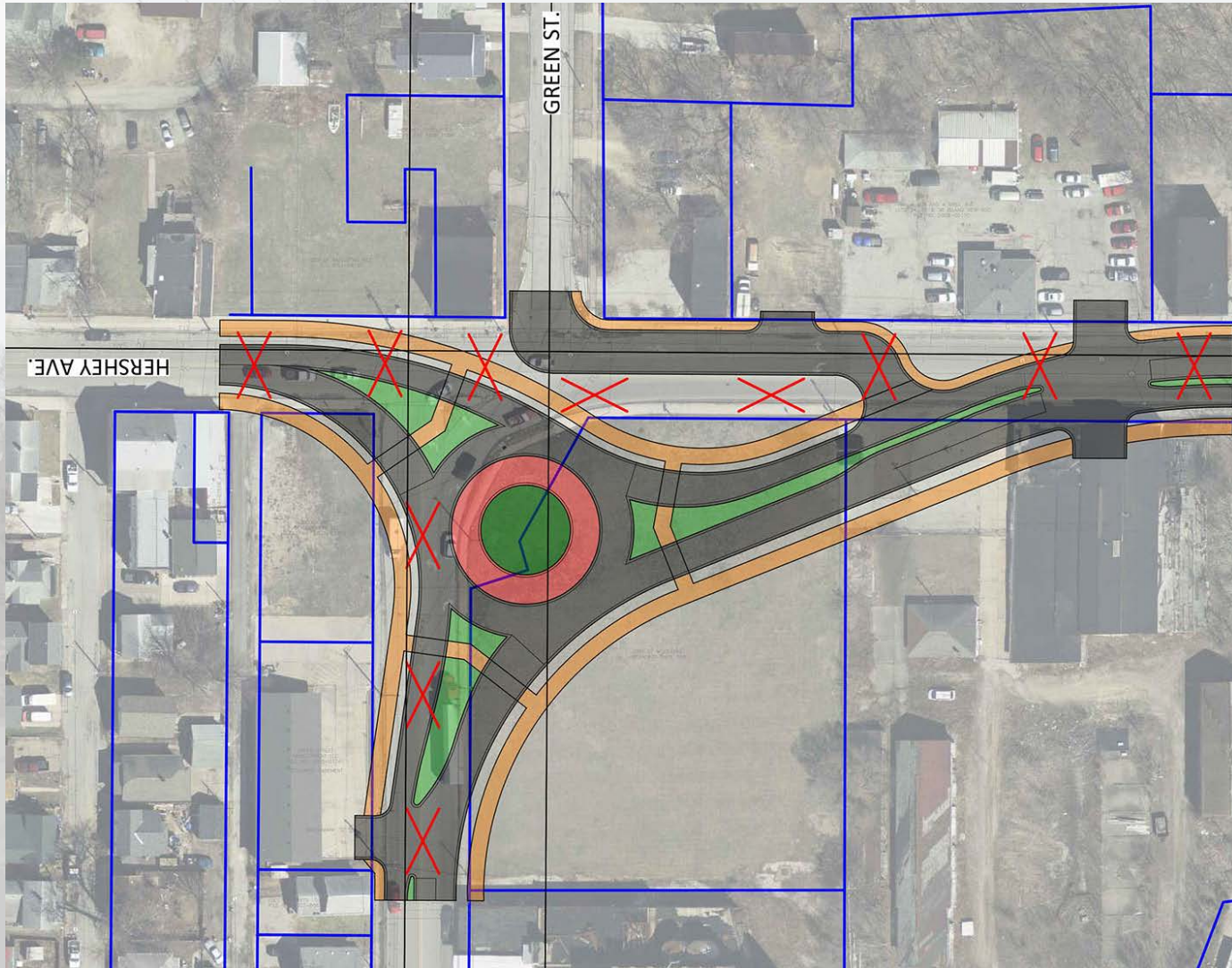
Cons:

- **Different traffic flow than before**
- **Impacts different properties than originally planned – necessitates EA revisions and delayed construction**



Intersection Design | Carver Corner

3 Leg Roundabout Alternative:



Intersection Design | **Carver Corner**

3 Leg Roundabout Alternative:

Pros:

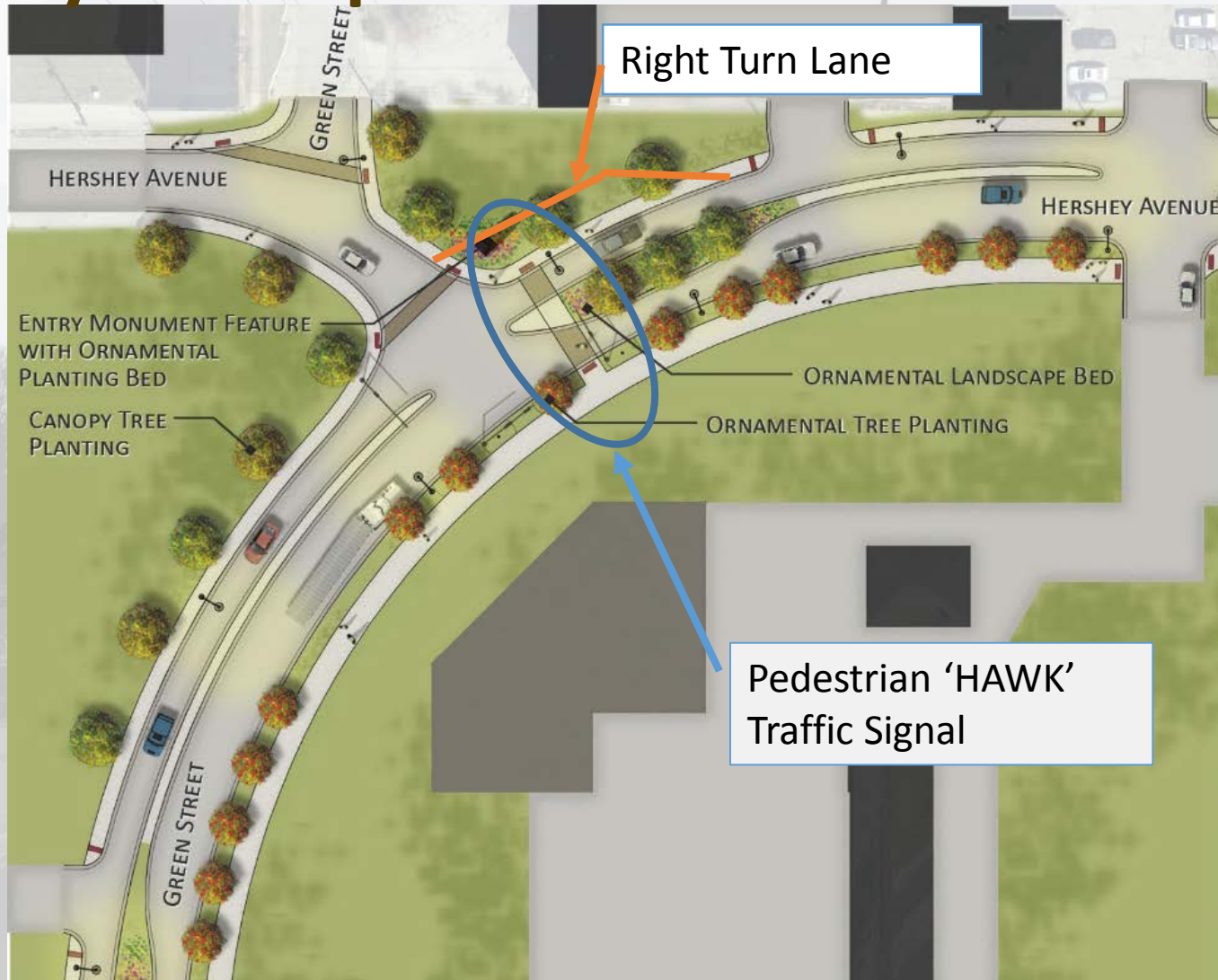
- Lower costs than signalized (EA) intersection
- Free flowing traffic
- Gateway to downtown
- Preserves historic eligible hotel

Cons:

- Different traffic flow than before
- Green St. is reoriented (potentially safer)

Intersection Design | Carver Corner

Roadway “Sweep” Alternative:



Intersection Design | Carver Corner

Roadway “Sweep” Alternative

Pros:

- **Traditional Design**
- **Free flowing traffic on Miss./Grandview**
- **Impacts same property initially planned**

Cons:

- **Higher Costs than 4-leg roundabout**
- **Minimal space for a “gateway entrance”**
- **Right turn lane and ‘HAWK’ now needed**

Intersection Design | Carver Corner

EA “Preferred” Alternative:

Figure 2: EA Preferred Alternative Signalized Intersection, Carver Corner



Intersection Design | Carver Corner

EA 'Preferred' Alternative

Pros:

- **Traditional Design**
- **Geometrically Aligns north and south legs of Green**

Cons:

- **Highest Implementation Costs**
- **Most ROW needs**
- **No free flowing traffic on Miss. Dr.**
- **Traffic Signal Maintenance Costs**

Intersection Design | Carver Corner

Cost Range for Alternatives:

Roundabout	\$1 Million
3-Leg Roundabout	\$1.1 Million
Sweep (w/ Ped Signal):	\$1.05 Million
EA preferred:	\$1.7 Million

***includes ROW and signalization costs**

Intersection Design | 2nd & Mulberry

Roundabout Alternative:



Intersection Design | 2nd & Mulberry

Roundabout Alternative:

Pros:

- **Lower costs**
- **Free flowing traffic, especially during events**
- **Gateway to downtown**
- **Better truck traffic flows**

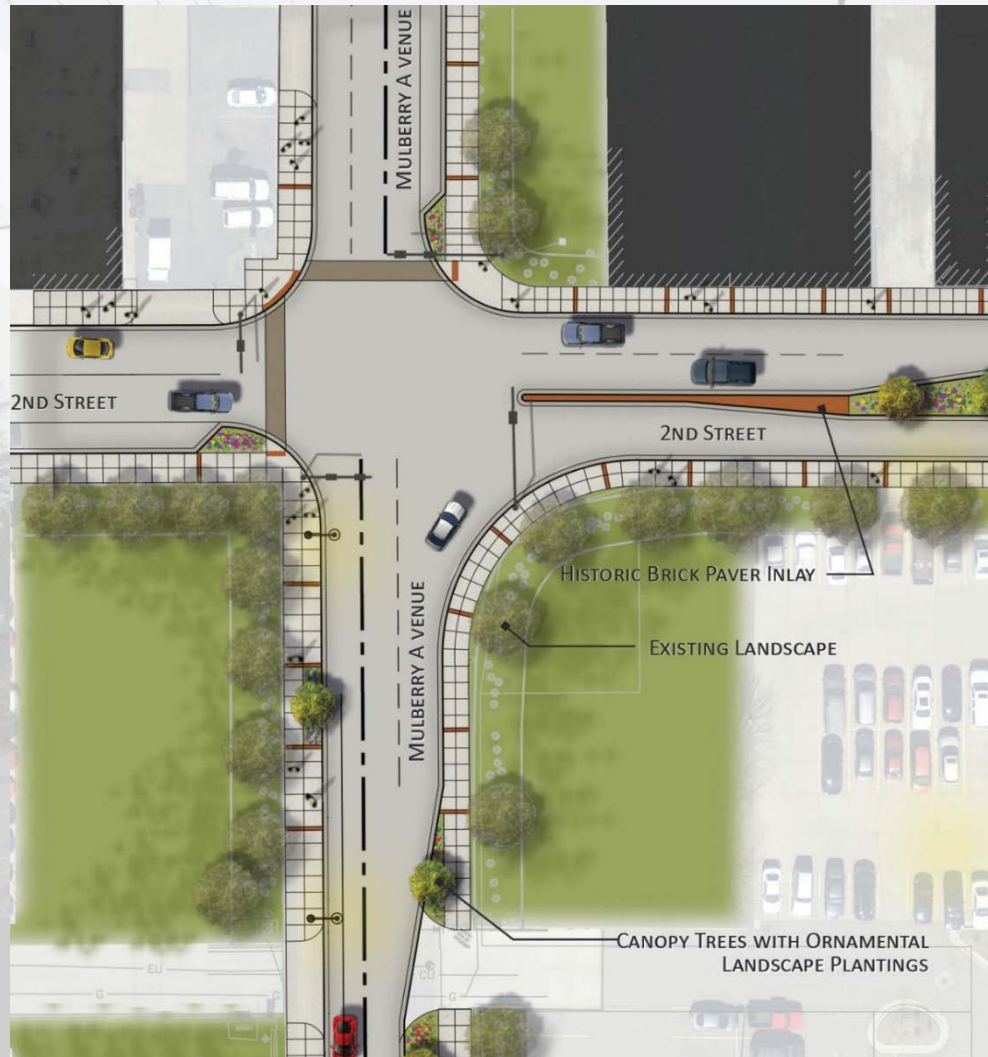
Cons:

- **Different traffic flow than before**
- **Bigger footprint**
- **Impacts different properties than originally planned**



Intersection Design | 2nd & Mulberry

Traditional Signalized Intersection:



Intersection Design | 2nd & Mulberry

EA “Preferred” Alternative:

Figure 1: EA Preferred Alternative Signalized Intersection, Mulberry Ave. and E. 2nd St.



Intersection Design | **2nd & Mulberry**

Traditional Signalized Intersection:

Pros:

- Traditional design
- Less footprint
- Impacts same properties that were initially planned

Cons:

- Higher costs
- Less area for downtown gateway
- More traffic congestion during events
- Less truck movement opportunities
- Traffic Signal Maintenance Costs



Intersection Design | **2nd and Mulberry**

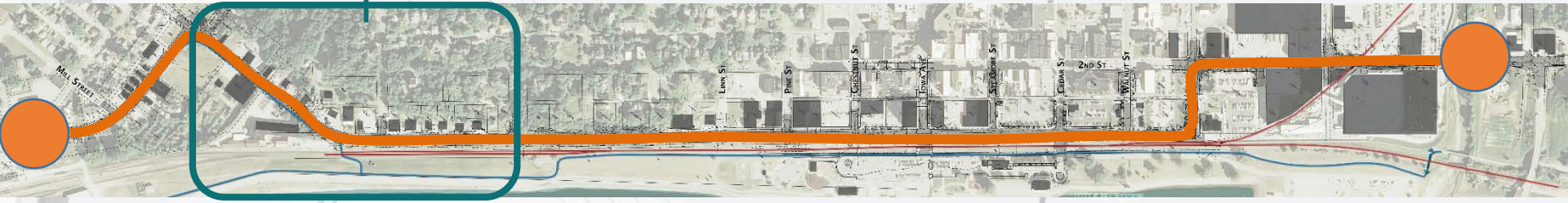
Cost Range for Alternatives:

Roundabout	\$700,000
4 way intersection:	\$850,000

***includes ROW and signalization costs**

Preserving Pavement| Bluff District

Bluff-Residential



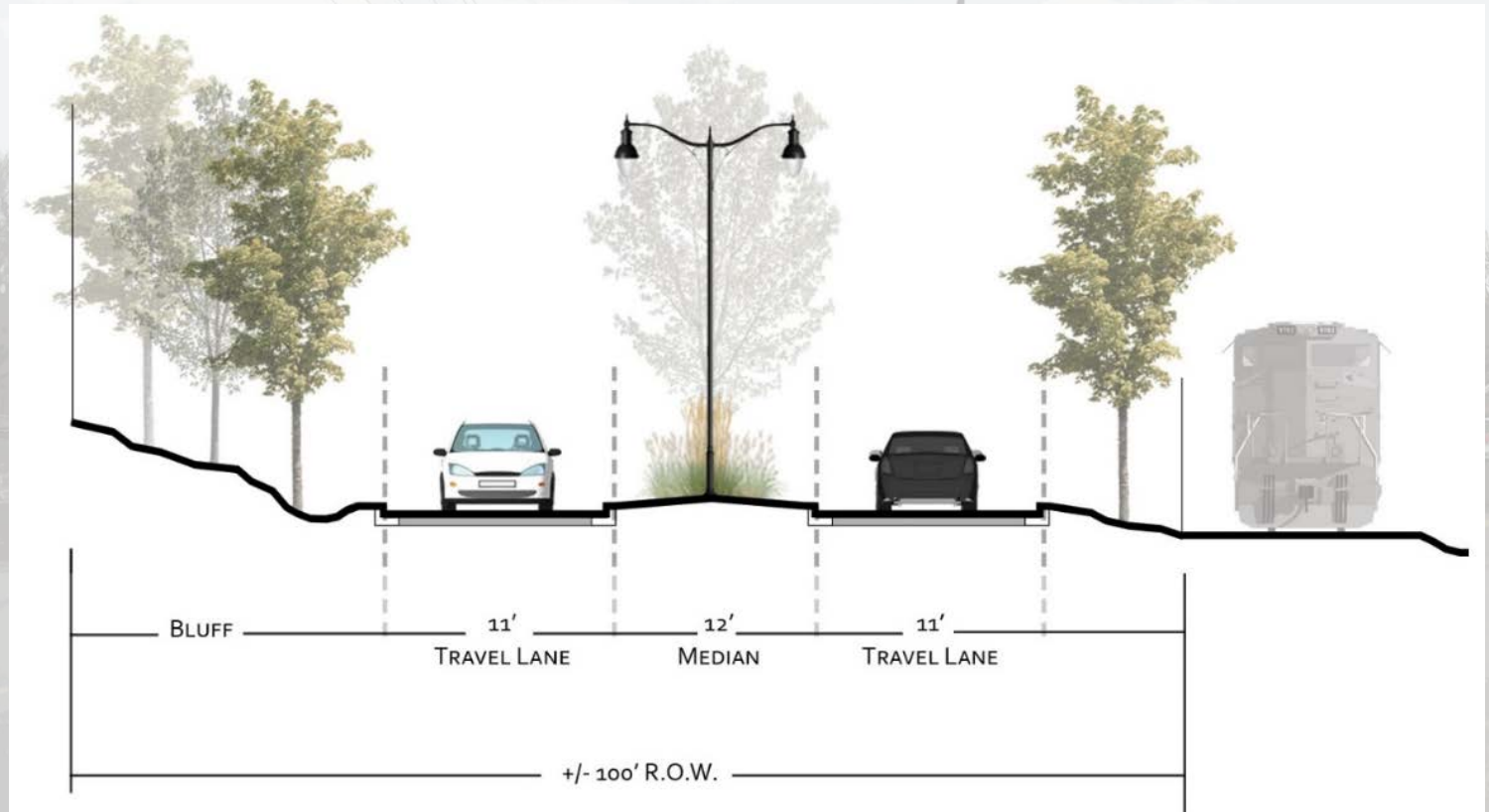
Critical Points:

- Maintaining Existing newer roadway paving
- Reconstructing old sidewalk to meet ADA requirements and provide utility undergrounding
- Placing median on top of existing pavement for access management/aesthetics



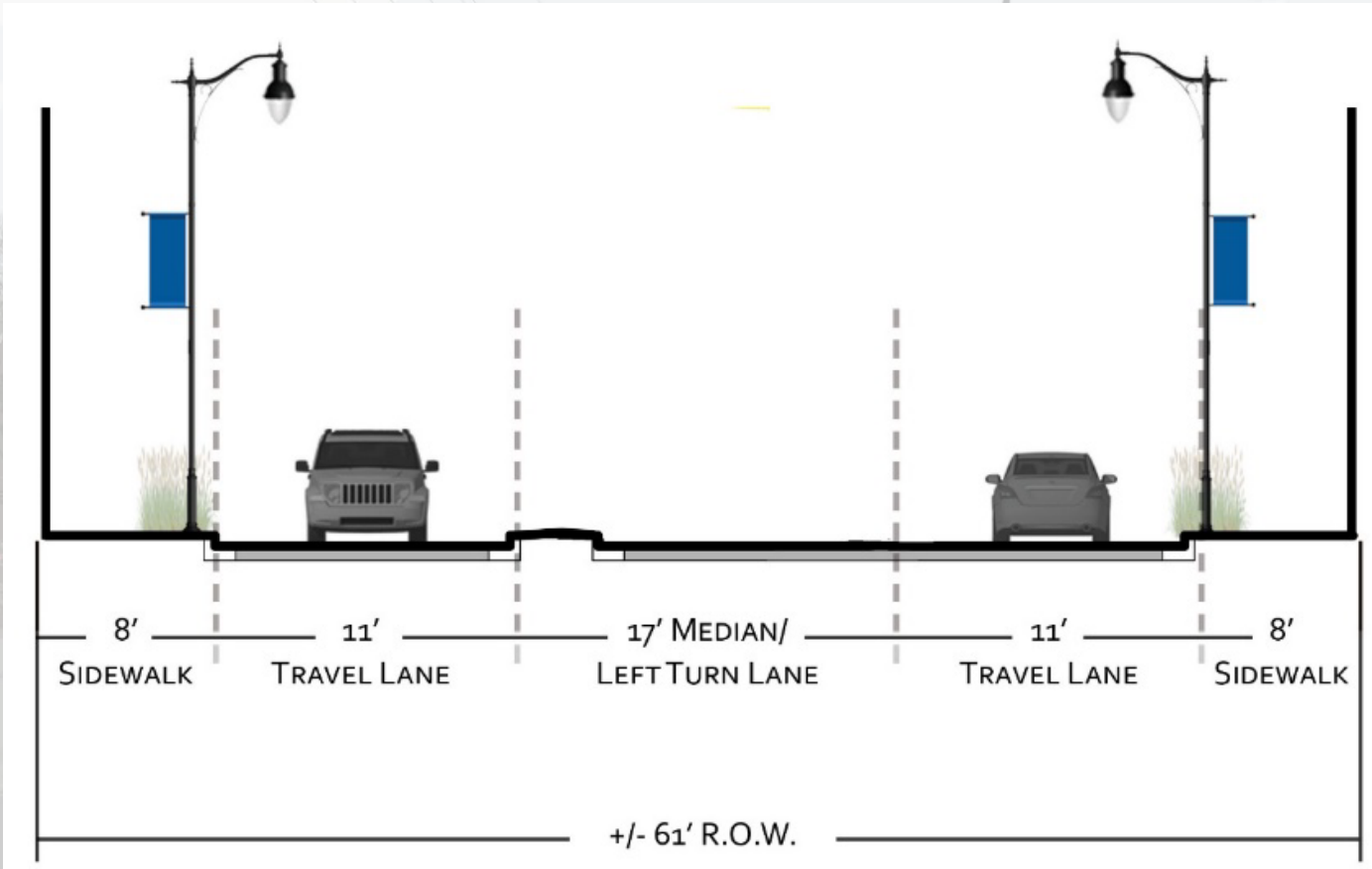
Preserving Pavement| Bluff District

Bluff District: 2 Lane w/ Median at old pavement areas



Preserving Pavement| Bluff District

Bluff District: 2 Lane w/ Median at newer pavement areas



Back In Parking | Test Lot



City of Muscatine, Iowa - City Government

Jim
Home

City of
Muscatine,
Iowa - City
Government
@cityofmuscatineiowa

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Videos
Events
Posts

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Alejandra Vargus Angie Vargus
Like · Reply · August 13 at 9:33pm

City of Muscatine, Iowa - City Government
August 11 at 3:15pm · 🌐

Learn more about the new back-in angled parking that is being demonstrated on Linn Street between Mississippi Drive and Alley #1!

Back-in Angled Parking is Being Demonstrated in Muscatine – Here's Your Guide!

Here's your guide to back-in angled parking that is now in Muscatine! Linn Street, between Mississippi Drive and Alley #1, was recently striped and prepared to...

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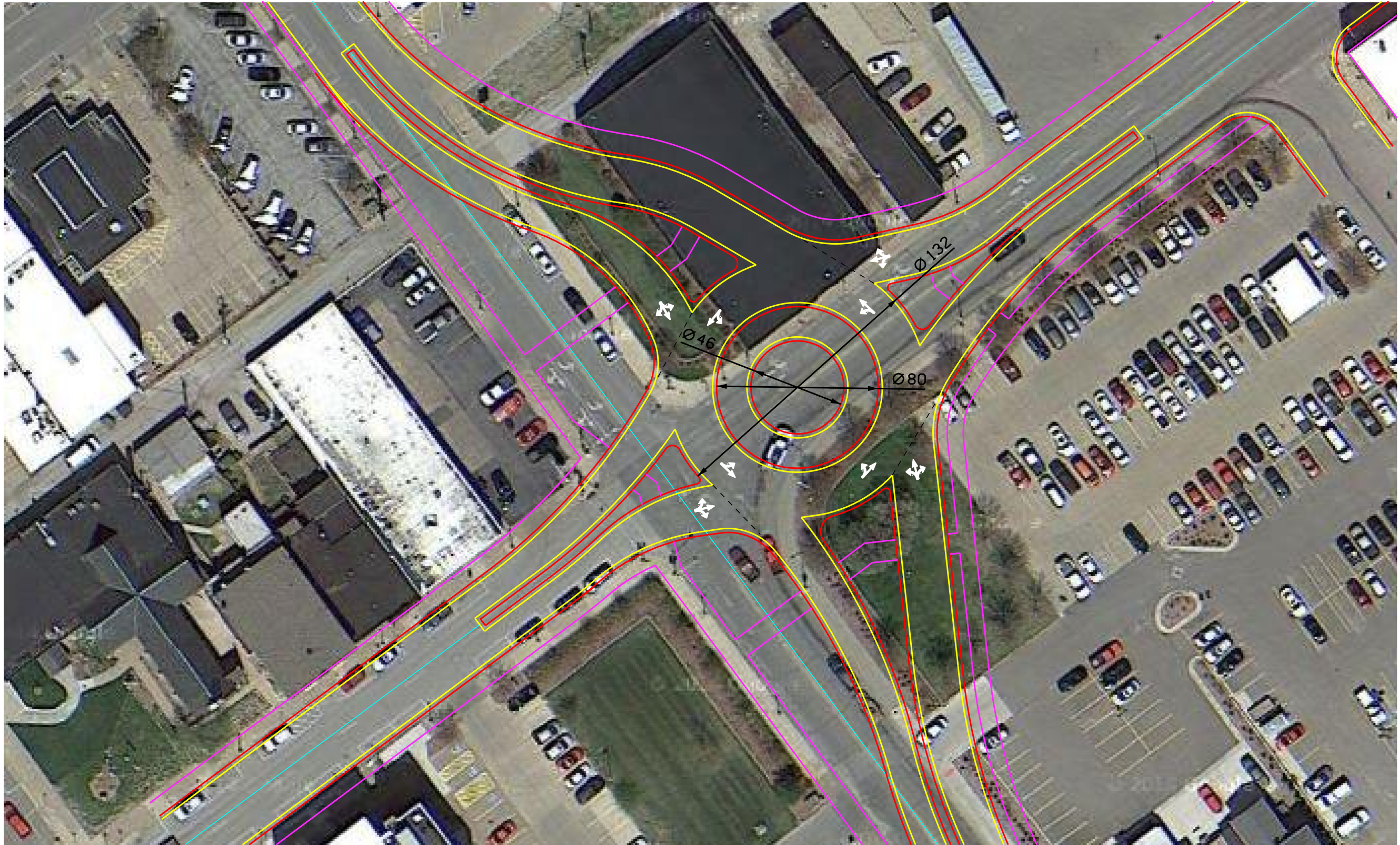
PEOPLE

Questions?



**CANADIAN
PACIFIC**





MISSISSIPPI DRIVE CORRIDOR



Cedar Street Roundabout



Carver Corner Roundabout Concept

Cedar Street Roundabout



2nd & Mulberry Roundabout Concept



Proposed Channel Merger and Re-Naming/Branding

The channel would feature the following content items:

TV PROGRAMMING:

- LIVE City Council Meetings and rebroadcasts
- LIVE School Board Meetings and rebroadcasts
- LIVE County Board Meetings and rebroadcasts
- LIVE 4th of July Parade
- Special event broadcasts
 - o MHS graduation
 - o Legislative forums (*from MCC Campus*)
 - o Candidate forums (*From City Hall Chambers*)
 - o Schools Events (*by Request*)
 - Holiday Concerts, All-City Band Concert, Performance Art, Talent Shows, Assemblies, etc.

GRAPHIC SLIDE INFO/ANNOUNCEMENTS:

- Parks & Rec event slides
- City of Muscatine event/info slides
- County event/info slides
- School district event/info slides
- MHS event/info slides
- Middle schools event/info slides
- Elementary schools event/info slides

NOTE: Background audio is currently being provided courtesy of the local radio station (93.1/95.1fm)

CHANNEL/PROGRAMMING DETAILS:

- Consolidate to channel #2.
- Add programming to channel #702 (SD) to gain additional viewership.
- Launch consolidated programming on September 15, 2016.

Proposed Logo:

