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## City Administrator Report to Mayor & City Council

2018.07.20, Edition No. 317

### WEEKLY UPDATE:

- Fireworks: We are still planning to return to council for a discussion on fireworks on the August 2nd.
- Pin Pong Tables: The City received a set of ping pong tables from our Sister City a few years back. They have been in storage with now where to set them up presently. The new China Center downtown has requested they be placed on loan with them. The tables would be available for the public to use. I have asked HR to follow up with our insurance company to obtain a loan form. We would also require that the City be named as an additional insured for the tables. This seems like a good solution to make the tables accessible to the public.
- Police: The Muscatine Police Department took part in a live Facebook video Tuesday night to discuss the department's upcoming hiring process. The show was hosted by Lieutenant Tim Hull of the Muscatine Police Department. The Muscatine Police Department accepts applications every year but many people are hesitant to apply because they feel that they would not qualify to be a police officer. Lt. Hull discussed what it takes to become a Muscatine police officer and was able to field questions about any part of the process. The video can be found on the Police Department's Facebook page.
- Grant: Attached is a memo outlining the HDC Grant for the Fair Oaks Historic District. The District was identified almost 100 years ago but more recently re-established as eligible for nomination to the National Register of Historic Places in 2013. The grant award is \$17,245 and is at zero cost to the City, except for staff time (Dave Gobin). Please see the attached information.
- NLC: Attached is a 3 party marketing agreement that both the City and MPW would enter into. If you have any questions, please let me know and I will forward to NLC for review and comment. Once the agreement is executed they would begin customizing our marketing material for the City and MPW's review and approval.
- Mississippi Drive: A meeting has been scheduled for Thursday, July 26th, 9:30 a.m. at City Hall - Lower Level Conference Room for the Business Owners along the Mississippi Drive/E. 2nd Street construction project. The contractor is working on E. 2nd and Mississippi Drive and will provide an update of his progress, construction schedule and any impact it may have on your business. The proposed Roundabout at 2nd/Mulberry is still on hold while awaiting authorization for property acquisition.
- Bi-State: Attached is the July 25, 2018 Bi-State Regional Commission meeting packet. Sarah Grabowski, Bi-State Regional Commission
- Fire Department: Please see the Fire Department's promotional video that was done in preparation for the Chiefs conference in Davenport. Here is the link: <https://www.youtube.com/watch?v=J-tre1PTlEo&feature=youtu.be>

FINANCIAL (green)	ACTION NEEDED (yellow)	INFORMATIONAL (white)	MEETING ANNOUNCEMENT AND AGENDA BI-STATE REGIONAL COMMISSION
			<p>Wednesday, July 25, 2018, 3:30 p.m.            Scott County Administrative Center            Sixth Floor Conference Room            600 West Fourth Street            Davenport, IA</p>
	X		<ol style="list-style-type: none"> <li>1. <u>Approval of the June 27, 2018 Minutes (See enclosed)</u> – Carol Earnhardt, Chair</li> </ol>
X	X		<ol style="list-style-type: none"> <li>2. <u>Treasurer's Report (See enclosed)</u> – Bob Gallagher, Treasurer</li> </ol>
			<ol style="list-style-type: none"> <li>3. <u>Finance and Personnel Committee/Financial Matters</u> – Marty O'Boyle, Finance and Personnel Committee Chair           <ol style="list-style-type: none"> <li>a. <u>Bills</u> (See enclosed)</li> <li>b. <u>Report on Progress on Commission's FY 2018 Program Budget as of 6/30/2018</u> (See enclosed)</li> <li>c. <u>Contracts/Grants for Consideration</u> <ol style="list-style-type: none"> <li>I. Other Contracts/Grants</li> </ol> </li> </ol> </li> </ol>
X	X	X	<ol style="list-style-type: none"> <li>4. <u>Chicago-Quad Cities Passenger Rail Update</u> – J. Scott Speegle, Passenger Rail &amp; Transit Communications Manager, Illinois Department of Transportation</li> <li>5. <u>Questions or Comments by Commissioners</u></li> <li>6. <u>Other Business</u></li> <li>7. <u>Adjournment</u></li> </ol>
			<p><b>NEXT MEETING:</b> <u>Wednesday, August 22, 2018 – 3:30 p.m.</u>            Scott County Administrative Center            Sixth Floor Conference Room            600 West Fourth Street            Davenport, IA</p>

**MINUTES OF THE  
BI-STATE REGIONAL COMMISSION**

Wednesday, June 27, 2018, 3:30 p.m.  
Scott County Administrative Center  
600 West Fourth Street  
Davenport, IA

**MEMBERS PRESENT:** Earnhardt – Chair, Beck, Broderson, Dawson, Gallagher, Gradert, Heninger, Kiser, Klipsch, Knobbe, Lack, Lawrence, Maranda, Mather, Mendenhall, Newton-Butt, O’Boyle, Schloemer, Stoermer, Tank, Tompkins

**MEMBERS ABSENT:** Acri, Brown, Callaway-Thompson, Carroll-Duda, Condon, Freeman, Geenen, Looney, Moore, Sauer, Sherwin, Thoms, Terry, Waldron

**OTHERS PRESENT:** Cathie Rochau and Ben Leischner, Quad City International Airport; Michael Miller, River Bend Foodbank

**STAFF PRESENT:** Bulat, Grabowski, McCullough, Miller, Moritz

Chair Earnhardt called the meeting to order at 3:32 p.m. and asked for introductions of attendees.

1. Approval of the May 23, 2018 Minutes. Mayor Klipsch moved to approve the minutes of the May 23, 2018 meeting as presented. Mr. Maranda seconded the motion, and it passed unanimously.
2. Treasurer’s Report. Mayor Gallagher presented the Treasurer’s Report for the month ending May 31, 2018, noting an ending total bank and book balance of \$829,273.19. Mayor Gallagher moved the report be accepted as written and mailed. Mayor Klipsch seconded the motion, and it passed unanimously.
3. Finance and Personnel Committee.
  - a. Bills. Mayor O’Boyle presented the bills totaling \$123,809.27, as listed on the following bills listing:

*Bills List*

Opportunity Alliance LLC, consulting related to the enterprise zone application, \$ 6,667.00	
May services, (cost reimbursed by participating member governments)	
The Roosevelt Group LLC, May 2018 Legislative Technical Services	20,000.00
(cost reimbursed by participating member governments)	
Thomas A. Skorepa, P.C., Administrator Hearing Officer May 2018 services	2,975.00
(cost reimbursed by MUNICES)	

### Addendum

**Disbursement of funds for the following Bi-State Revolving Loan Fund Loan:**

Bucktown Restaurant Company, LLC 74,000.00

Mayor O'Boyle moved approval of the bills totaling \$123,809.27 as presented above. Ms. Mendenhall seconded the motion, and it passed unanimously.

- b. Report on Progress on Commission's FY 2017-18 Program Budget as of May 31, 2018.  
Mayor O'Boyle explained the Program Budget Status Report was mailed in members' packets. The Commission is 91.7% through the fiscal year with 83.7% expended and within budget.
- c. Contracts/Grants for Consideration. Ms. Bulat presented the following contracts/grants for consideration.
  - Contract with Emergency Telephone System Board for Staff Support. The contract is for actual costs and will run from July 1, 2018 to June 30, 2019.
  - Contract with Rock Island County Waste Management Agency for Staff Support. The contract is for actual costs and will run from July 1, 2018 to June 30, 2019.
  - Contract with Scott County Kids for Financial Management. The contract is for actual costs and will run from July 1, 2018 to June 30, 2019.
  - Contract with Scott County Housing Council for Financial Management. The contract is for actual costs and will run from July 1, 2018 to June 30, 2019.
  - Contract with Rock Island Arsenal Development Group for Financial Management. The contract is for actual costs and will run from July 1, 2018 to June 30, 2019.
  - Grant with Iowa Association of Regional Councils for Iowa Department of Economic Development for planning assistance to local governments. The grant is for \$10,294 and will run from July 1, 2018 to June 30, 2019.

Mayor O’Boyle moved approval of the contracts/grant as presented above. Mayor Klipsch seconded the motion, and it passed unanimously.

- Grant with Illinois DOT for Rural Planning Funds for up to \$40,000.00 to prepare a Rock Island County Comprehensive Plan for the unincorporated area.

Mayor O’Boyle moved approval of the grant presented above. Mr. Stoermer seconded the motion, and it passed unanimously.

- d. Consideration of Recommended FY2019 Commission Planning Budget. Mr. Gradert moved approval of the recommended FY2019 Commission budget plan as presented at the May 23, 2018 meeting. Mr. Maranda seconded the motion, and it passed unanimously.

4. Introduction of New Executive Director of Quad City International Airport. Ms. Rochau introduced the new Executive Director of the Quad City International Airport Ben Leischner. Mr. Leischner expressed his excitement in joining staff of the QCIA and his pleasure at the high level of interagency collaboration in the Quad Cities.
5. River Bend Foodbank. Mr. Miller reported that in the Quad Cities, 1 in 8 people and 1 in 5 children do not have enough food to eat. In the River Bend Foodbank’s 23-county service area, 120,930 people are missing 20,664,500 meals per year.

One-third of the food produced, enough to feed everyone, is thrown away. This has detrimental consequences for the environment as well as humans. Food constitutes 20% of the waste in landfills, and one-third of that food is still in its original packaging. Underground food decomposition generates greenhouse gasses 23 times more potent than car exhaust.

Mr. Miller said the mission of the River Bend Food Bank is to leverage partnerships, engage the public, advocate for food insecure people, and distribute surplus food through a network of food pantries, meal sites, and other partner agencies. Some of its programs include providing backpack meals for children on the weekends and stocking food pantries at schools, senior centers, hospitals, and even mobile food pantries. In 2014, meal distribution was 7.3 million meals. In the past 12 months, that number has grown to 13.7 million meals, an 85% increase. The goal of the River Bend Food Bank is to triple the 2014 meal distribution number and end hunger by 2025.

The FDA and USDA have no standard for food product dating, and the only food required to have a date is infant formula. Expiration dates are really just “freshness dates,” the date through which the product is at its best quality. Depending on the product, food is still safe to consume weeks, months, or years after the recommended date.

Mr. Miller concluded by saying that if everyone committed to never throwing away food that could still be eaten by some in need, the hunger problem in our community would be solved.

6. Questions or Comments by Commissioners. Ms. Bulat addressed the issue of the Federal Aid Swap program in Iowa about which the Commissioners had requested information at the May 23 meeting. The Transportation Policy Committee has jurisdiction over the utilization of SWAP, and had received a presentation from the Iowa Department of Transportation (IADOT). They learned that with SWAP, environmental review was still required. Mayor Klipsch noted that along with the \$4 million in SWAP received by the Iowa Quad Cities, the IADOT would be required to spend at least \$4 million in federal dollars that must comply with all federal rules, including Davis Bacon.

7. Other Business. Mr. Schloemer invited Commissioners to attend an Immigrant/Refugee Entrepreneur Summit in Moline on July 27. He said cost is \$20.00 per participant and is for those looking to start a business or already have started a business. Ms. Bulat announced that Ms. Miller is retiring from Bi-State Regional Commission after 30 years of service. Commissioners were invited to a retirement open house on Thursday, July 19.
8. Adjournment. The meeting adjourned at 4:28 p.m.

Respectfully submitted,

*Kathy Carroll-Duda*

Kathy Carroll-Duda  
Secretary

KC-D/dg  
Minutes\BSRC minutes.docx

**BI-STATE REGIONAL COMMISSION  
TREASURER'S REPORT  
FOR THE MONTH ENDING JUNE 30, 2018**

	<u>Balance June 1</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Balance June 30</u>
<b>GENERAL SAVINGS ACCOUNT BANK &amp; BOOK BALANCE:</b>				
Balance – June 1, 2018	\$ 658,723.98			
Add Deposits		\$ 148,443.43		
Less Transfers			\$ 242,211.88	
Balance – June 30, 2018				\$ 564,955.53
<b>RLF SAVINGS ACCOUNT BANK &amp; BOOK BALANCE:</b>				
Balance – June 1, 2018	\$ 1,177.87			
Add Deposits		\$ 0.15		
Less Transfers			\$ 0.00	
Balance – June 30, 2018				\$ 1,178.02
<b>CHECKING ACCOUNT BANK AND BOOK BALANCE:</b>				
Balance – June 1, 2018	\$ 65,848.89			
Add Deposits		\$ 141,724.22		
Less Checks Written			\$ 142,405.10	
Balance – June 30, 2018				\$ 65,168.01
<b>PAYROLL ACCOUNT BANK &amp; BOOK BALANCE:</b>				
Balance – June 1, 2018	\$ 3,522.45			
Add Deposits		\$ 100,137.26		
Less Checks Written			\$ 100,221.92	
Balance – June 30, 2018				\$ 3,437.79
<b>INVESTMENT ACCOUNTS BANK &amp; BOOK BALANCE:</b>				
Balance – June 1, 2018	<u>\$ 100,000.00</u>			
State Bank of Orion				
12/25/17 – 6/25/18 (.35%)				
Add Investments Made		<u>\$ 100,000.00</u>		
State Bank of Orion				
6/25/18 – 12/25/18 (.80%)				
Less Investments Matured			<u>\$ 100,000.00</u>	
State Bank of Orion				
12/25/17 – 6/25/18 (.35%)				
Balance – June 30, 2018				<u>\$ 100,000.00</u>
<b>TOTAL BANK &amp; BOOK BALANCE:</b>				
Balance – June 1, 2018	<u>\$ 829,273.19</u>			
Deposits in June		<u>\$ 490,305.06</u>		
Withdrawals in June			<u>\$ 584,838.90</u>	
Balance – June 30, 2018				<u>\$ 734,739.35</u>
<b><u>PASS THROUGH FUNDS</u></b>				
<b>BI-STATE RLF ACCOUNT:</b>				
Balance – June 1, 2018	<u>\$ 1,025,607.47</u>			
Add Deposits		<u>\$ 12,311.73</u>		
Less Withdrawals			<u>\$ 5,574.45</u>	
Balance – June 30, 2018				<u>\$ 1,032,344.75</u>
<b>MERCER-MUSCATINE RLF ACCOUNTS:</b>				
Balance – June 1, 2018	<u>\$ 299,543.44</u>			
Add Deposits		<u>\$ 573.54</u>		
Less Withdrawals			<u>\$ 2,706.24</u>	
Balance – June 30, 2018				<u>\$ 297,410.74</u>

**BILLS TO BE CONSIDERED FOR APPROVAL  
AT THE JULY 25, 2018  
BI-STATE REGIONAL COMMISSION MEETING**

Chmura, annual license renewal for JobsEQ, August 1, 2018 through July 31, 2019	\$ 5,995.00
Illinois Association of Regional Councils, membership dues for July 1, 2018 through June 30, 2019	2,000.00
Opportunity Alliance LLC, consulting related to the enterprise zone application, June 2018 services, (cost reimbursed by participating member governments)	6,667.00
The Roosevelt Group LLC, June 2018 Legislative Technical Services (cost reimbursed by participating member governments)	20,000.00
Thomas A. Skorepa, P.C., Administrator Hearing Officer June 2018 services (cost reimbursed by MUNICES)	<u>3,010.00</u>
TOTAL	<u>\$37,672.00</u>

Additional bills for which invoices have not yet been received and will be listed on an addendum to be distributed separately.

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Budget\billslist.docx

**BI-STATE REGIONAL COMMISSION**  
**FY 2017-18 Program Budget Status Report**  
**Through Month of June – 100% of Year**

<b>ADOPTED BUDGET:</b>	\$1,913,756.00	<b>EXPLANATION:</b>
<b>EXPENDED THROUGH JUNE:</b>	<b>1,755,809.44 (91.7%)</b>	
<b>STAFF LEVEL BUDGETED:</b>	23.00 F.T.E.	
<b>STAFF LEVEL MAINTAINED:</b>	18.0 F.T.E.	

**MEMBER GOVERNMENTS SERVED DIRECTLY AND ACTIVITIES DURING JUNE:**

ALEDO – MMRLF Coord.; Transit Mobility/HSTP Planning; Antique Days Map.

ALPHA – HCEDP Participation; Transit Mobility/HSTP Planning.

ANDALUSIA – RICWMA Staffing; MPO Trans. Coord.; Riverfront Council; Website Support; Municipal Code Update; Flood Risk Map.

ANDOVER – HCEDP Participation; Transit Mobility/HSTP Planning; Website Support.

ANNAWAN – Joint Purchasing Council; Transit Mobility/HSTP Planning; Trails and Greenway Planning; HCEDP and EZ Participation.

ATKINSON – HCEDP and EZ Participation; Transit Mobility/HSTP Planning; Trails and Greenway Planning; Website Support; Joint Purchasing Council Info.

BETTENDORF – Air Quality Asst.; Drug &amp; Alcohol Consort.; I-74 Bridge Coord.; Transit Planning-Performance Measures Coord.; Joint Purchasing; Haz. Mit. Plan; Riverfront Council; RLF Loan Admin.; Scott Co. Housing Council; Solid Waste Coord.; Trail Coord.; REAP Plan Update; MPO Trans. Coord.; IDPH Complete Streets; MRCTI; City/DOT Quarterly Mtg.; QCTrails.org; GOAT Trail Counting; QC TELL.

BLUE GRASS – Reg. 9 Transp. Coord.; Solid Waste Coord.; Hazard Mitigation Plan; Website Support; IDPH Complete Streets.

BUFFALO – Riverfront Council; Solid Waste Coord.; MPO Trans. Coord.; Trail Planning Coordination; Hazard Mitigation Plan; IDPH Complete Streets; Data Inquiry.

CAMBRIDGE – HCEDP and EZ Participation; Transit Mobility/HSTP Planning.

CARBON CLIFF – Joint Purchasing; RICWMA Staffing; MPO Trans. Coord.; Trail Planning, Complete Streets Planning; GIT Coord.

COAL VALLEY – Joint Purchasing; MPO Trans. Coord.; MUNICES Coord.; RICWMA Staffing; Floodplain.

COLONA – HCEDP Participation; Joint Purchasing; Floodplain; Trails and Greenway Planning; GIT and Hennepin Parkway Coord.; MPO Coord.

CORDOVA – RICWMA Staffing; Riverfront Council; Transit Mobility/HSTP Planning; Complete Streets Planning.

DAVENPORT – Air Quality Asst.; Transit Planning-Performance Measures Coordination; FTA 5339 Grant Admin.; Joint Purchasing; Riverfront Council; RLF Loan Admin.; Scott Co. Housing Council; Solid Waste Coord.; Haz. Mit. Plan; Trails Planning; MPO Trans. Coord.; IDOT/City Qtrly. Mtg.; IDPH Complete Streets; QCTrails.org; GOAT Trail Counting; QC TELL; REAP Plan Update; MRCTI.

EAST MOLINE – Air Quality Asst.; E9-1-1 Coord.; Joint Purchasing; MUNICES Coord.; RICWMA Staffing; Riverfront Council; RLF Admin.; RMS Coord.; MPO Trans. Coord./STBG Inquiry Follow-up; Trail Planning &amp; GIT Coord.; Complete Streets Planning; MRCTI.

ELDRIDGE – Drug &amp; Alcohol Consort.; Solid Waste Coord.; Website Support; Haz. Mit. Plan; Trails Planning; IDPH Complete Streets/Sidewalk Assessment and Policy; MPO Trans. Coord.

FRUITLAND – Reg.9 Transp. Coord.; Solid Waste Coord.; IDPH Complete Streets; Municipal Code Update.

GALVA – HCEDP and EZ Participation; Transit Mobility/HSTP Planning; Trails and Greenway Planning.

GENESEO – HCEDP Part.; Transit Mobility/HSTP Planning; Trail Planning and Hennepin Parkway Coord.; Zoning &amp; Ward Maps.

HAMPTON – MUNICES Coord.; RICWMA Staffing; MPO Trans. Coord.; Riverfront Council; Complete Streets Planning.

HENRY COUNTY – HCEDP Part.; Joint Purch.; Transit Mobility/HSTP Plan.; Trail &amp; Greenway Plan &amp; Mapping/Hennepin Parkway Coord. &amp; Strategic Planning; MPO Trans. Coord.; Enterprise Zone App.; NW IL Water Supply Study.

HILLSDALE – Transit Mobility/HSTP Planning; Floodplain.

KEWANEE – HCEDP and EZ Participation; Transit Mobility/HSTP Planning; Trails and Greenway Planning.

LECLAIRE – Joint Purchasing; Riverfront Council; Solid Waste Coord.; MPO Trans. Coord.; Trails Planning and Funding Inquiry; IDPH Complete Streets; SRT Grant Appl.; Hazard Mitigation Plan.

LONG GROVE – Reg. 9 Trans. Coord.; IDPH Complete Streets; Solid Waste Coord.; Website Support; Hazard Mitigation Plan.

MCCAUSLAND – Reg. 9 Trans. Coord.; Solid Waste Coord.; IDPH Complete Streets; Hazard Mitigation Plan.

MILAN – E9-1-1 Coord.; Joint Purchasing; MUNICES Coord.; RICWMA Staffing; MPO Trans. Coord.; RLF Admin.; RMS Coord.; Cons. Dispatch Study Asst.; Comp Plan Update; Fact Sheet Update; Trails Planning; Complete Streets; QCTrails.org; Mapping Asst.

MOLINE – Air Quality Asst.; E9-1-1 Coord.; Joint Purch.; I-74 Bridge Coord.; MUNICES Coord.; RICWMA Staffing; Riverfront Cnd; RLF Adm.; RMS Coord.; Trails Coord. and Complete Streets Planning; MPO Trans. Coord.; QCTrails.org; MRCTI.

MUSCATINE CITY – Air Quality Asst.; Joint Purch.; Reg. 9 Transportation Coord.; IDPH Complete Streets; MMRLF Coord.; Solid Waste Coord.; Trails Planning/ADT Coord. &amp; Signage; Trails Use Count Collection; MRCTI.

MUSCATINE COUNTY – Air Quality Asst.; Joint Purch.; Reg. 9 Coord. &amp; STBG Inquiry; Trails Plan/ADT Coord.; Transit Mobility Coord.; MMRLF Coord.; Cedar River Watershed Planning; 2019 Aerial Photo Coord.

NEW BOSTON – Transit Mobility Coord./HSTP Planning; OSLAD Grant Administration Asst.

NICHOLS – IDPH Complete Streets; CDBG Wastewater Funding Inquiry.

OAK GROVE – E9-1-1 Coord.; MPO Trans. Coord; Census Building Permits, Census LUCA Support.

ORION – HCEDP and EZ Participation; Website Support; Transit Mobility/HSTP Planning.

PORT BYRON – RICWMA Staffing; MPO Trans. Coord.; Riverfront Council; Trails Coord. and Complete Streets.

PRINCETON – Riverfront Council; Solid Waste Coord.; MPO Trans. Coord.; IDPH Complete Streets; Trail Planning &amp; Grant Appl.; Hazard Mitigation Plan; SRT Grant Appl.

RAPIDS CITY – RICWMA Staffing; Riverfront Council; MPO Trans. Coord.

RIVERDALE – Riverfront Council; MPO Trans. Coord.; Solid Waste Coord.; IDPH Complete Streets; Trails Coord; Website Support; Hazard Mitigation Plan; RISE Inquiry.

ROCK ISLAND CITY – Air Quality Asst.; E9-1-1 Coord.; Joint Purch.; MUNICES Coord.; Riverfront Cnd.; RICWMA Stfg.; RLF Loan Admin.; RMS Coord.; Trails Coordination; MPO Trans. Coord.; QCTrails.org; Complete Streets Planning; MRCTI.

ROCK ISLAND COUNTY – Air Quality Asst.; E9-1-1 Coord.; Joint Purchasing; LEPC Committee; MUNICES Coord.; RICWMA Stfg. &amp; Website Support; RMS Coord.; Trail Coord.; Transit Mobility/HSTP Planning + QC Rideshare; Passenger Rail; Floodplain Coord. Efforts; QC Health Initiative; MPO Trans. Coord.; Forest Preserve Plan Update/Complete Streets, Map Updates; GMAHA HUD Environmental Review; NWIL Water Supply Study; Stationery-Business Cards.: Comp Plan Update Proposal and Grant Appl.

SCOTT COUNTY – Financial Mgmt – Scott Co. KIDS and Scott Co. Hsg. Cncl; Air Quality Coord.; I-74 Bridge Coord.; Joint Purch.; QCICNet, Reg. 9 Transportation Coord. &amp; MPO Trans. Coord.; Federal Aid Swap Policy; Parkview Traffic Analysis; RLF Admin.; IDPH Complete Streets Planning; Trail Planning/ADT Coord.; REAP Plan Update; Transit Mobility/HSTP Planning + IA/QC Rideshare; Interop. Project; QC Health Initiative; Countywide IT Services/Equipment Coord.; Hazard Mitigation Plan Update; QC &amp; Co EPC Meetings; Zoning Review; 2019 Aerial Photo Coord.; Economic Development Summit Planning.

SHERARD – Joint Purchasing; Transit Mobility/HSTP Planning; Website Support.

SILVIS – E9-1-1 Coord.; IL Intergov. Comm. Coord.; Joint Purch.; MUNICES Coord.; RICWMA Stfg.; RMS Coord.; MPO Trans. Coord.; Trails Planning &amp; GIT Coord.; RLF Loan Admin; Mapping Asst.

VIOLA – Transit Mobility/HSTP Planning; Mapping Asst.

WALCOTT – Reg. 9 Transportation Coord.; RLF Admin.; Solid Waste Coord.; IDPH Complete Streets; Comp Plan Update; Trail Coord.; Hazard Mitigation Plan.

WEST LIBERTY – Air Qual. Coord.; Reg. 9 Transportation Coord.; IDPH Complete Streets; Trails Plan/ADT Coord. Solid Waste Coord.; MMRLF.

WILTON – Air Qual. Coord.; Reg. 9 Transp. Coord.; IDPH Complete Streets; Solid Waste Coord.; MMRLF.

WINDSOR – Transit Mobility/HSTP Planning; CDBG Grant Admin.

WOODHULL – HCEDP and EZ Participation; Transit Mobility/HSTP Planning.

## **Bi-State Report –June**

**COMMUNITY/ECONOMIC DEVELOPMENT:** Provided information to Henry County Economic Development Partnership (HCEDP) board and follow-up for the Enterprise Zone application. Attended IA RELAT meetings. Attended Iowa Regional Council of Governments meeting. Communicated with Mercer and Muscatine Counties' economic development officials to discuss development efforts and strategies. Data warehouse [www.greaterqcregiondata.org](http://www.greaterqcregiondata.org) website refinements. Attended community/economic development conference, trainings and webinars.

### **DATA/GRAFICS/MAPPING/ON-LINE SERVICES**

**Data Center:** Staff responded to 18 data and map requests including 5 from non-profits, 6 from private citizens, and 7 from local governments. The data section of the Bi-State website had 24 page views. The data portal ([www.greaterqcregiondata.org](http://www.greaterqcregiondata.org)) had 152 sessions and 1,772 page views. Staff assisted with and monitored the 2020 Census, including - Participant Statistical Areas Program (PSAP), Local Update of Census Addresses (LUCA), and Hard to Count Areas.

**Graphics/GIS/Mapping:** QC Street Map (Folded & Wall Versions) Distribution; QCTrails.org Website Maintenance-trail safety alerts; Region-wide Aerial Photo Update Coordination; Region 9 Transportation Improvement Plan Mapping; Transit Development Plan Mapping; Update/Maintain GIS Data for Street Centerlines, Traffic Counts, MPA Boundary, Federal Functional Class Routes, Urban Areas, Corporate Limits, Landmarks, Rail, Trails, and other layers.

**[www.bistateonline.org](http://www.bistateonline.org):** Total pages viewed for June 2018 was 2,466 and top pages viewed included: Joint Purchasing Council/Bid Notices (726); Home Page (569); Average Daily Traffic Counts (112); Documents (108); Our Staff (89); Search (45); Who We Are (43); and Careers (39).

**ENVIRONMENTAL, RECREATION, RIVERFRONT SERVICES:** Responded to inquiries & assisted with trail/recreation project funding assistance/grants and trail use counting. Preparing Rock Island County Forest Preserve Plan, Henry County Greenways and Trails Plan, and Muscatine County Trails Plan updates. Began Rock Island County Greenway updates. Prepared Scott County REAP Plan update. Served Rock Island County Waste Management Agency (RICWMA) with oversight, and management of waste disposal and recycling programs, drop-off recycling program, reporting, and overall agency administration. Responded to RICWMA telephone inquiries from general public & media concerning solid waste and recycling issues. Participated in NW IL Water Supply Study. Held Air Quality Task Force meeting, and continued coordination of issues related to Bi-State Region Clean Air Partnership and strategies for emission reduction. Continued multi-jurisdictional hazard mitigation planning. Attended River Action meetings.

**INTERGOVERNMENTAL FORUMS AND REGIONAL SERVICES:** Continued assistance to the Joint Purchasing Council (JPC). Worked on the following bids: calendar, printer and copier paper, and printer supplies. Staffed Quad Cities Area intergovernmental forums and meetings of managers, administrators, and chief elected officials. Assisted with Rock Island Arsenal issues. Participated in emergency planning and preparedness meetings. Continued coordination of Scott County smaller community ITU study.

**REVOLVING LOAN FUND (RLF):** Administered Bi-State RLF Program: Prepared meeting cancellation notice and financial summary report. Reviewed Davenport company application. Continued receiving job creation information from active companies. Administered Mercer/Muscatine RLF Program (MMRLF): Prepared financial summary report. Provided information to potential applicants. Worked with Aledo, Muscatine City and County, West Liberty, and Wilton to identify potential projects for gap financing.

**TRANSPORTATION PLANNING, PROGRAMMING AND PROJECT DEVELOPMENT:** Attended related meetings, presented information, and continued staff coordination of river crossing issues, including QC Marathon routing coordination. Served transportation inquiries on projects, funding, and rail crossings. Held interdisciplinary traffic safety meeting. Monitoring bridge restrictions. Prepared monthly reports of federal transportation programs and coordinated related funding/reporting. Monitored air quality emission issues and exceedances. Held Air Quality Task Force meeting. Organizing extreme weather durability and resiliency assessment pilot. Awarded two planning study grant requests – Illinois 92 corridor and QC Mississippi River Rail Bridges. Prepared rural transportation planning grant. Worked on connections of American Discovery Trail (ADT)/Grand Illinois Trail and Mississippi River Trail and attended related meetings (IL Greenways/Trails Council), as well as other trails planning and grant assistance. Facilitated QCTrails.org and QC Rideshare sites maintenance. Conducted trails counter technical assistance. Facilitated issues related to Bi-State Regional Trails Committee. Facilitated Complete Streets projects for sidewalk policies development. Coordinated Bi-State Drug and Alcohol Testing Consortium random testing program, and facilitated vendor RFP. Continued Transit Development Plan update. Monitored MPO and Iowa Region 9 FY18 Transportation Planning Work Programs. Facilitated final FY19 TPWPs and publication. Monitored MPO & Region 9 Federal Fiscal Year (FFY) 2018-21 Transportation Improvement Programs (TIP), including facilitating TIP revisions, monitoring Iowa federal aid swap policy, and maintenance of data entry in Iowa Transportation Project Management System (TPMS) as part of transportation improvement programming. Presented FFY2018-22 MPO & Region 9 TIPs. Developing model update strategy. Addressing performance measures requirements. Administered Illinois Region 2 transit HSTP coordinator position. Held transit summit. Administered Federal Transit Administration (FTA) 5339 grant. Monitored status of implementation of passenger rail service to Chicago. Participated in webinars, workshops, and conferences on various transportation topics related to transportation funding, water freight summit; walking, and bicycles.



## COMMUNITY DEVELOPMENT

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

### MEMORANDUM

Date: July 18, 2018

To: Gregg Mandsager  
From: Dave Gobin  
Re: Fair Oaks Historic District

The City of Muscatine, via its Historic Preservation Commission (MHPC), has applied four separate times over the last 5-years and has recently been informed that it has been awarded a grant for the residential area in the northeast section of Muscatine, known as the Fair Oaks neighborhood, located adjacent to Weed Park, to develop the nomination for the Fair Oaks Historic District to the National Register of Historic Places (NRHP).

In 2013, the district was determined eligible for listing through a reconnaissance[1] survey and historical context. The Fair Oaks area was developed in the early 20th century and identified as Muscatine's first "restricted residence district" in 1926 to protect its residential qualities. This funding for this project will list the first new historic district on the NRHP in Muscatine since 2008, and it will recognize the significant architecture and history of this neighborhood. Additionally, it will qualify building owners for financial assistance programs for rehabilitation projects.

The Grant Agreement states the award is for \$17,245. The MHPC has committed \$1,000 and the Friends of Muscatine Historic Preservation have committed up to \$5,970 as matching funds. There are some volunteer hours and mileage also required.

I believe from reading the documents, both the application and the grant contract, that the schedule we submitted indicates we can start the project now.

# IOWA DEPARTMENT OF CULTURAL AFFAIRS

## HISTORICAL RESOURCE DEVELOPMENT PROGRAM STATE HISTORICAL SOCIETY OF IOWA

### Article 1. Identification of Parties

This agreement (the "Contract") is between the State Historical Society of Iowa, a division of the Iowa Department of Cultural Affairs, State of Iowa, 600 East Locust, Des Moines, Iowa, 50319 (the "Department"), and the Grant Recipient (the "Grantee"):

Grantee:	City of Muscatine		
Authorized Official:	David Gobin		
Primary Contact:	David Gobin		
Address:	215 Sycamore St		
City, State Zip:	Muscatine, Iowa 52761		

### Grant Information

Fiscal Year:	2019	Account Number:	HRDP 0632-259-3700-4124
Grant Number:	201905-7053	Program:	Historic Preservation
Grant Award:	\$17,245.00	Final Report Due Date:	December 31, 2020
Beginning Date:	July 1, 2018	End Date:	November 30, 2020
Project Title:	Nomination of the Fair Oaks Historic District to the NRHP		

WHEREAS, "HRDP" means Historical Resource Development Program as defined in Iowa Code Chapter 303.16, and Iowa Administrative Code [223] Chapter 49.

WHEREAS, the Department, through its Director, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable, or proper to carry out the purposes of the and the conditions of this Contract Department, and

WHEREAS, the Grantee, through its Authorized Official, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable or proper to carry out the conditions of this Contract, has made application (the "Application") to the Department for funding of

the project (the "Project") described in the Application of cooperative endeavors as hereinafter set forth, the Department and the Grantee hereby agree as follows:

### **Article 2. Statement of Purpose**

The purpose of the Historical Resource Development Program is to provide grants to preserve, conserve, interpret, educate the public about and enhance the historical resources of the state. The Department has been designated by the Iowa General Assembly to administer REAP/HRDP, and the grantee has been approved for funding.

### **Article 3. Contractual Requirements**

Grant funds are to be expended according to Iowa Administrative Code [223] Chapter 49 and FY2019 grant guidelines (version published January 2018). The Grantee must:

- Give preference to Iowans and Iowa products and services in carrying out this grant.
- Refrain from using REAP/HRDP funds to influence legislation or for any lobbying function.
- Follow all local, state, and federal laws which bar discrimination against any employee, applicant for employment, or any person participating in a sponsored program, on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and provide safe and sanitary working conditions. These laws include, but are not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended.
- Comply with applicable Americans with Disabilities Act (ADA) provisions. ADA is a civil rights law that prohibits discrimination on the basis of physical or mental impairment (the definition of disability). The project must comply with ADA, unless (1) the property is a religious entity, a private club or private residence and not used as a place of public accommodation; (2) the property is an owner-occupied bed-and-breakfast with five or fewer rooms; or (3) the repair work is something like reroofing, masonry repointing, painting or wallpapering, or changes to mechanical and electrical systems that do not affect the usability of the property. If you can make minor adjustments in your project that would eliminate barriers in a way that meets the Secretary of the Interior's Standards and Guidelines for Archeology and Historic

Preservation, you should do so. If your proposed work is an alteration that affects the “primary function area” of your property, ADA accessibility standards also apply to the path from accessible parking to and through an entrance. Building owners are not required to spend more than 20% of the total cost of altering the primary function area to make the path of travel to that area accessible. (There are also alternative requirements for those historic properties that cannot be made accessible without threatening or destroying their significance. Contact the State Historical Society if you believe this is your situation.)

- Consult with the State Historical Society if your project involves any disturbance of the ground including, but not limited to, moving in any large equipment or uprooting plants. After you have consulted with the State Historical Society and the Society has given written permission for you to proceed, make sure that any excavation work at your project is carefully observed by you or your contractors. If, during construction, the project work uncovers an item or items which might be of archaeological, historical, or architectural interest—or if important new archaeological, historical, or architectural data come to light in the project area, you must stop work immediately and notify the State Historical Society. Make reasonable efforts to avoid or minimize harm to the materials until the significance of the discovery can be determined by a professionally-qualified archaeologist. Contact the State Historical Society with any questions and for instructions.
- Include the following statement in any printed lists of contributors, and in any promotions, publicity, or advertising:

“This project is supported in part by the State Historical Society of Iowa, Historical Resource Development Program.”

- Post signs provided by the State in a conspicuous place at the project area where grant funds are used. The sign must remain in place for no less than 36 months after the contract has been completed.
- Write your state legislators within thirty (30) days of receiving your signed contract to tell them about the project. Copies of the letters must be sent to Grants Manager, State Historical Society of Iowa, 600 East Locust Street, Des Moines, Iowa 50319-0290.

### **Financial Records**

- Retain all financial records, reporting documents, and all other records pertinent to the HRDP program for a period of three calendar years beyond the end of the grant contract.
- Provide, at no charge, and make accessible to the State and to the State Auditor's office, all books, documents, account information, facilities, or other property belonging to or in use by the Grantee concerning the receipt of funds under this program.

### **Copyright**

- Choose to copyright any books, publications, films, or other material developed because of grant activities, unless otherwise specified in the award notice or scope of work. The State reserves the right to borrow or use, without payment of a royalty fee, any materials developed through grant projects.

### **Professional Standards**

- Comply with all applicable federal and state laws, regulations, guidelines, and technical standards, including nationally accepted documentary collection and museum standards and the most current edition of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.
- If your project includes work on real property that is listed on or eligible for the National Register of Historic Places, you must include the following clause in all construction contracts and project specifications:

"All work on this project will be done in accordance with the recommended practices as stated in the most current edition of The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings."

### **Scope of Work and Budget**

- Follow the Scope of Work and Budget as presented in the Grant Application and as approved by the State Historical Society of Iowa.

### **Damages**

- Hold the State harmless from damages in any action arising from the performance of work described in this contract.

### **Photographs**

- Provide photographs of the work. Photographs must be taken at the beginning of the project, at various stages during work, and at the project's conclusion to document the nature of the work. Good quality photographs shall be uploaded to [iowahistory.slideroom.com](http://iowahistory.slideroom.com) and submitted with the claim for reimbursement. Along with the final report and request for reimbursement, the Grantee must provide at least five (5) color photographs of the project from its beginning to its end.

### **Article 4. Finding of Non-Compliance**

The State may, for cause, find that the Grantee is not in compliance with the requirements of the HRDP program or the terms of this contract pursuant to Iowa Code 303.16, Iowa Administrative Code [223] Chapter 49, and published grant guidelines. At the State's discretion, remedies for non-compliance include suspension or return of HRDP grant funds.

### **Article 5. Cancellation Due to Non-Appropriation**

If funds anticipated for the continued fulfillment of this contract are at any time cancelled or insufficient either through the failure of the State of Iowa to appropriate funds, or through discontinuance or material alteration of the program for which funds were provided, the State shall have the right to cancel this contract without penalty by giving written notice of not less than thirty (30) days documenting the lack of funding, discontinuance or program alteration. In the event of termination of this contract due to non-appropriation, discontinuance, or program alteration, the exclusive, sole, and complete remedy of the Grantee shall be payment for services rendered prior to the termination.

### **Article 6. Payment**

The State will issue a payment for fifty percent (50%) of the grant at the time of award. At the conclusion of the project, the grantee must submit documentation of all project work and all expenditures to the State. Upon approval of all project work and all documentation, the State will provide final payment of grant funds. The grantee's request for reimbursement must be submitted with documentation proving project completion, documentation of expenditure of grant funds, and documentation of cash and in-kind match, as outlined in the contract budget. The final report provided by the Grantee must include photographs of work completed and an explanation of how

the work meets the standards established in the museum, historic preservation, or documentary collections category. The final report must be submitted on-line at iowahistory.slideroom.com, and must include all information and documentation as outlined on the form.

#### **Article 7. Changes in Ownership**

If a change of ownership of real property occurs within 24 months after the completion of the grant, the entire amount of the grant shall be returned to the State. If a change of ownership occurs within 25 to 60 months after the completion of the grant, fifty (50) percent of the grant shall be returned to the State. If the Grantee is a government unit or a non-profit organization, the sale of property is exempt from payback provisions when the sale places the property on tax rolls. In the event of death of an individual owner, this provision shall not apply.

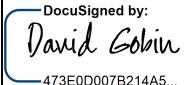
#### **Article 8. Time of Performance**

All claims for grant funds shall be received by December 31, 2020.

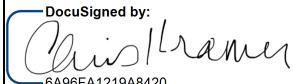
#### **Signatures**

The digital signatures below legally obligate the authorizing official of the Grantee and the Director of the Department to this agreement.

As the legal authorizing official of the Grantee, I agree to all terms and conditions outlined above and certify that the information contained in this document, including all attachments, is true and correct.

<b>Authorized Official of the Grantee:</b> David Gobin	 473E0D007B214A5...	<b>Date:</b>	7/16/2018 4:01:52 PM CDT
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As the legal authorizing official of the Department, I agree to all terms and conditions outlined above and certify that the information contained in this document, including all attachments, is true and correct.

<b>Director of the Department:</b>	 6A96FA1219A8420...	<b>Date:</b>	7/17/2018 11:23:57 AM PDT
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## Substitute W-9/Vendor Update Form

In order for the State of Iowa to pay the amount that is due to you and to comply with the Internal Revenue Service regulations on reporting these payments, the following information is required.

Failure to provide this information will result in withholding of payment.

Box A			Box B		
Are You/ Your Organization		Yes	No	Is Your Organization	
Individual [I]		<input type="checkbox"/>	<input type="checkbox"/>	Corporation [C]	
Sole Proprietor [S]		<input type="checkbox"/>	<input type="checkbox"/>	Partnership [P]	
Estate or Trust [E]				Estate or Trust [E]	
Government [G]				Government [G]	x
Other [O]				Other [O]	
FEIN:		42-6005008			
OR	FEIN:	City of Muscatine			
Last Name:		Name:			
First Name:		DBA:			
DBA:		Address:			
Address:		City:			
City:		State:			
State:		Zip:			
Zip:		52761			

### Certification Must Be Signed By Vendor

Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subjected to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. The digital signature below serves as the vendor's legal signature to this document.

Authorized Official of the Grantee:		DocuSigned by:		
<b>Authorized Official of the Grantee:</b> David Gobin <small>473E0D007B214A5...</small>			Date:	7/16/2018 4:01:52 PM CDT

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the City of Muscatine ("City"), Muscatine Power and Water ("Utility"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Residential Property Owner"); and

**WHEREAS**, Utility desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City and Utility hereby grant to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City and Utility hereby grant to Company a non-exclusive license ("License") to use Utility's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to the prior review and approval of City and Utility, which will not be unreasonably conditioned, delayed, or withheld. City and Utility agree that they will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the others written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City or Utility may

terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

**4. Indemnification.** Company hereby agrees to protect, indemnify, and hold the City and Utility, their elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**5. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Gregg Mandsager  
City Administrator  
215 Sycamore  
Muscatine, IA 52761  
Phone: (563) 264-1550

**To:** Utility:  
ATTN: Bryan Butler  
Muscatine Power and Water  
3205 Cedar Street  
Muscatine, IA 52761  
Phone: (563) 263-2631

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317

Phone: (866) 974-4801

**6. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**7. Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City and the Utility, such consent not to be unreasonably withheld.

**8. Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

**9. Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Iowa. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

**10. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF MUSCATINE**

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Name:

Title:

**MUSCATINE POWER AND WATER**

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Name:

Title:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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Name: Tom Rusin

Title: Chief Executive Officer

**Exhibit A**  
NLC Service Line Warranty Program  
City of Muscatine and  
Muscatine Power and Water  
Term Sheet  
March 14, 2018

**I. Initial Term.** Three years

**II. License Conditions.**

- a. City and Utility logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City and Utility official

**III. Products.**

- a. External water service line warranty (initially, \$6.25 per month)
- b. External sewer/septic line warranty (initially, \$7.25 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.49 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

**IV. Scope of Coverage.**

- a. External water service line warranty:
  - Homeowner responsibility: From the main to the external wall of the home.
  - Covers thawing of frozen external water lines.
  - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
  - Homeowner responsibility: From the exit point of the home to the main.
  - Covers septic lines if applicable
- c. Interior plumbing and drainage warranty:
  - Water supply pipes and drainage pipes within the interior of the home.

**V. Marketing Campaigns.** Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.