

**WATER QUALITY INITIATIVE
Urban Conservation Demonstration Projects**

CONTRACT NUMBER:	Urban18WQI-008
Project Name:	City of Muscatine, Muscatine Parking Lot Runoff Solutions
Contract Effective Date:	April 1, 2018
Project Completion Date:	June 30, 2019
Award Amount:	\$60,000.00

COST-SHARE GRANT CONTRACT ("Contract")

BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
(IDALS)
Wallace State Office Building
502 East 9th St.
Des Moines, Iowa 50319

IDALS Contact Person: Matt Lechtenberg Phone: (515) 281-5851

AND City of Muscatine ("*GRANTEE*")
1459 Washington Street
Muscatine IA 52761

Grantee Contact Person: Brian Stineman Phone: (563) 263-8933

Grantee ID Number: (federal identification #) : _____

WHEREAS, pursuant to Iowa Code section 466B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state's watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee's proposed project meets the requirements established for participation in the Water Quality Initiative Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

SECTION 1. PROJECT

"*Project*" means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than June 30, 2019. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this contract.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

3.1 This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

3.2 SURVIVAL OF OBLIGATIONS. Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

SECTION 4. TERMS OF CONTRACT

4.1 GRANT. IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

4.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as presented in Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

4.3 USE OF FUNDS. The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget.

Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

4.4 ACCOUNTING RECORDS. Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

4.5 DOCUMENTATION. Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

4.6 CONVEYANCE OF PROJECT PROPERTY. Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

4.7 INDEPENDENT CONTRACTOR. Grantee's status shall be that of an independent contractor. The contractor, its employees, agents, or any subcontractors performing work or services for the contractor shall be deemed to be neither employees nor agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the contractor unless required to do so by law.

4.8 USE OF THIRD PARTIES. IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$60,000.

4.10 USE OF LOGOS AND SIGNAGE. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

4.11 STANDARDS AND SPECIFICATIONS. The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications or with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available.

Practice plans and designs must be approved by an Urban Conservationist assigned by IDALS following the project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist prior to proceeding with design finalization or any associated construction activities.

All practices installed with WQI funds will be subject to IDALS maintenance agreement requirements to ensure the respective practice(s) will be maintained through its anticipated lifespan. Agreement durations and requirements are practice specific and should be discussed with the Urban Conservationist assigned by IDALS.

4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS. A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 30 days of conclusion of the project.

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

5.1 CONDITIONS FOR RELEASE OF FUNDS. No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement

shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures shall not exceed the total budget amount provided in the project contract.

5.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 INVESTMENT OF GRANT FUNDS. In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this contract is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.
- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.

- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

6.1 Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying.

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so.

6.3 Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application.

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact.

6.5 Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS 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.

SECTION 7. DEFAULT

7.1 **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 **NOTICE OF DEFAULT, REMEDIES.** When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

7.3 REPAYMENT OR PENALTY. Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

SECTION 8. TERMINATION

8.1 TERMINATION UPON NOTICE. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

8.2 NON-APPROPRIATION. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS. In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

8.4 THE GRANTEE'S TERMINATION DUTIES. The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

8.4.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

8.4.2 Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

8.4.3 Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the

Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

SECTION 11. CONTRACT ADMINISTRATION

11.1 NONASSIGNMENT. This Contract may not be assigned without prior written consent of IDALS.

11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 4.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further

declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

11.3 AMENDMENTS. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

11.4 COMPLIANCE WITH LAWS AND REGULATIONS. Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

11.5 ACCESS TO RECORDS. Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

11.6 AUDITS. IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

11.7 UNALLOWABLE COSTS. If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

11.8 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

11.9 GOVERNING LAW. This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

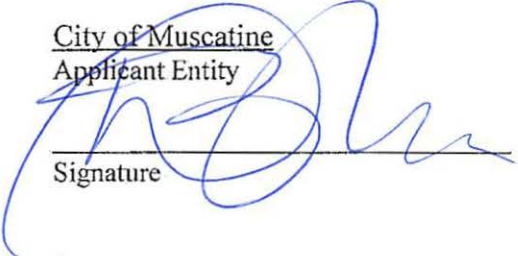
11.10 INTEGRATION. This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect.

Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

FOR GRANTEE:

City of Muscatine
Applicant Entity



Signature

Mayor D Braders 1/23/18

Print Name/Title Date

FOR IDALS:

Julie Kenney, Deputy Secretary of Agriculture

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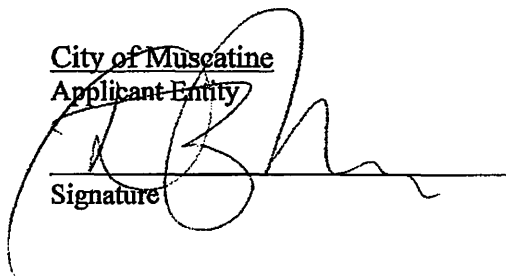
Date

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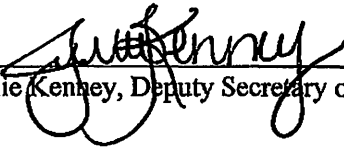


Signature

Diana Brodoski, Mayor
Print Name/Title

4/19/2018
Date

FOR IDALS:



Julie Kenney, Deputy Secretary of Agriculture

5/3/18
Date

EXHIBIT A - APPLICATION

1. **Project Title:**

“Muscatine Parking Lot Runoff Solutions”

Applicant Entity: City of Muscatine

Contact Person: Brian Stineman

Address: 1459 Washington Street
Muscatine, Iowa 52761

Phone: 563-263-8933

E-mail: bstineman@muscatineiowa.gov

Authorized Representative Signature: _____



2. **List the name, location, and the importance of the surface water that will benefit by this project:**

The receiving water for these projects is the Mississippi River. The River makes up the southern border of Muscatine and is the most recognizable feature of the community. Water quality in the Mississippi is paramount to a healthy nation. It is the goal of the City of Muscatine to do our part to invest in the river and contribute to help improve its water quality.

3. **Include a listing of project partners at the time of pre-application:**

The City of Muscatine
Muscatine Soil And Water Conservation District
Muscatine Pollinator Project

4. **Provide a total budget summary, utilizing the format shown here:**

	IDALS Request	Applicant Contributions	Partner Contributions	Total Budget
April 1, 2018 – June 30, 2018	\$60,000	\$60,000		
July 1, 2018 – June 30, 2019				
Overall	\$60,000	\$60,000		\$120,000

Pre-Proposal Narrative: (2 page maximum)

Provide a brief narrative on the following items:

- **Describe the primary components/practices that will be installed by this project.**

In late October of 2017, the City of Muscatine met with Amy Bouska from the Iowa Department of Agriculture and Land Stewardship and Sara Klindt from the Muscatine Soil and Water Conservation District to conduct a field visit and discuss plans to address surface stormwater run-off in the City of Muscatine.

The city would like to address run off from approximately one and a half acres of a three acre impervious parking lot that empties via storm sewer into the Mississippi River. Using the Water Quality Volume (WQv) calculation, it estimated that the area sheds 6,466 cubic feet of water per a rain event of 1.25 inches. The Channel Protection Volume (CPv) of this same area is expected to be 12,311 cubic feet of water per a rain event of 2.38 inches. We propose to construct a bio-retention cell in place of the existing raised median in the parking lot and to install permeable pavers around the existing stormwater inlet and upstream of the bio-retention cell to infiltrate and treat the entire water quality volume and a large portion of the channel protection volume of water, removing sediment, nitrates, phosphates and other pollutants in addition to

alleviating recurring issues of standing water and flooding of the parking lot and adjacent street. The bio-cell and amount of permeable pavement will be sized and constructed based on the Iowa Stormwater Manual.

Unfortunately since the time of the preliminary application HNI Corporation has decided that they are unable to pursue their stormwater management plans. The City and our partners will continue to work with HNI to assist them in their ultimate stormwater management goals, however this application will now fully be focused on the city-owned aspects of the original submittal.

- **Describe the primary anticipated benefits from each partner and benefits to urban and rural populations in the watershed.**

The City of Muscatine is committed to improving the health of local waterways. Using this project as a demonstration site, the City hopes that the inclusion of bio-retention cells and permeable pavement in an urban setting close to City Hall will be able to be duplicated throughout the City, further reducing the nutrient load into the Mississippi River. Bio-retention cells have been proven to remove up to 80 percent of total suspended solids in stormwater. In addition, it is anticipated that we will achieve reductions in hydrocarbons, heavy metals, bacteria, nutrients and pesticides.

Currently green infrastructure practices are relatively unknown in the city of Muscatine. By receiving this grant and partnering with the Muscatine Soil and Water Conservation District, and the Muscatine Pollinator Project, we are ensuring the success and publicity of these practices which will help to spread the knowledge of their benefits and increase the frequency of their construction and use throughout the community and this region of Iowa.

- **If there will be other / future phases of this project or if the things that would be funded by this application are part of a larger scale project, describe the larger project and how this application fits in or compliments other aspects of a larger project.**

This project provides a great opportunity as a demonstration site for urban stormwater treatment. The City of Muscatine is in the process of reconstructing Mississippi Drive and planning for the reconstruction of Grandview Avenue. Several design elements from the Mississippi Drive project are planned to be incorporated into streetscaping the rest of the downtown and Grandview Avenue. By demonstrating the effectiveness of infiltration practices such as bio-retention cells and permeable pavement we hope to be able to incorporate these types of stormwater management practices into the future streetscapes of the community. As mentioned in the previous section, by working with local partners, we are ensuring the success of these practices and will be able to promote them throughout the community as valuable solutions to stormwater management.

- **Describe how the project will be evaluated to determine if anticipated benefits are realized.**

These practices will be designed and constructed per the Iowa Stormwater Management Manual. Visual inspections and maintenance will be conducted weekly by city staff trained in stormwater management practices. Monitoring wells will be installed in the bio-cell for visual observation of water levels and potential future monitoring equipment installation.

- **Describe the education/information program that will be developed as part of the project and anticipated budget.**

The City plans to install educational signage in the parking lot at the edge of the bio-cell. There are one hundred parking spaces located in the city parking lot. These spaces are filled daily by workers in the downtown area. This exposure guarantees that at least one hundred people per day will be exposed to the bio-cell and permeable pavement practices. Additionally, this lot is used for the local farmer's market during the spring and summer months. We can think of no better way to reach the agricultural and urban populations and explain to them the benefits of the state's nutrient reduction strategy and how it affects both the urban and rural population. The city will use these events to educate the public about the project and the grant and the benefits that they provide.

Once construction is complete the city's communications department will put together a press release and public notification of the project. Announcements will also be made on the city website and social media outlets and the city newsletter that is sent out with the sewer bill. An opening ceremony will be held and public officials and the general public will be invited to attend.

Finally the Stormwater Manager will add this project to his education and outreach workload and include stops to the project site on educational tours. The location of the project, directly across the street from City Hall in a public parking lot, will ensure that the public will have access to the project location for tours and general site seeing. We will be able to track the number of people who visit the project via head counts at events and social media and website visits as well as the known circulation of the city newsletter.

Full-Application Narrative: *(additional information requested)*

Provide a brief narrative on the following items:

- **Explain where you are at in the planning and design process for each practice.**

At this time we are in the preliminary design phases for this project. Site survey is being conducted and plans, specifications and detailed cost estimates should be forthcoming in the next 30 to 60 days.

- **Provide preliminary or final plans, if possible**

A revised conceptual map and proposed cross-sections have been attached at the end of the submittal documents.

- **Provide the anticipated timeline of completion for each practice (finalize design, permitting, construction bidding, etc.), if awarded funding**

- Selected full-applications notified: March 9, 2018
- Completion of Final Design: March, 2018
- Begin Project Construction: May, 2018
- Complete Project Construction: August, 2018
- Opening Ceremony & Press Event: August, 2018

- **Provide a list of anticipated/required permits needed before construction can begin (i.e. 401/404, NPDES, cultural resources, etc.). Provide status of where the project is for this permitting and anticipated timelines for permit completion.**

- No permits will be required for these projects.

- **Provide a listing of partners, including who/what entities are contributing to the project, whether those funds are in-kind or cash, and what specific item these contributions are going towards (outreach, practice, design, etc.).**

- City of Muscatine: To provide in-kind contributions including design, construction and construction oversight for the projects. Also providing in-kind contributions for education and outreach.

- Muscatine Soil and Water Conservation District: To provide in-kind contributions for education and outreach

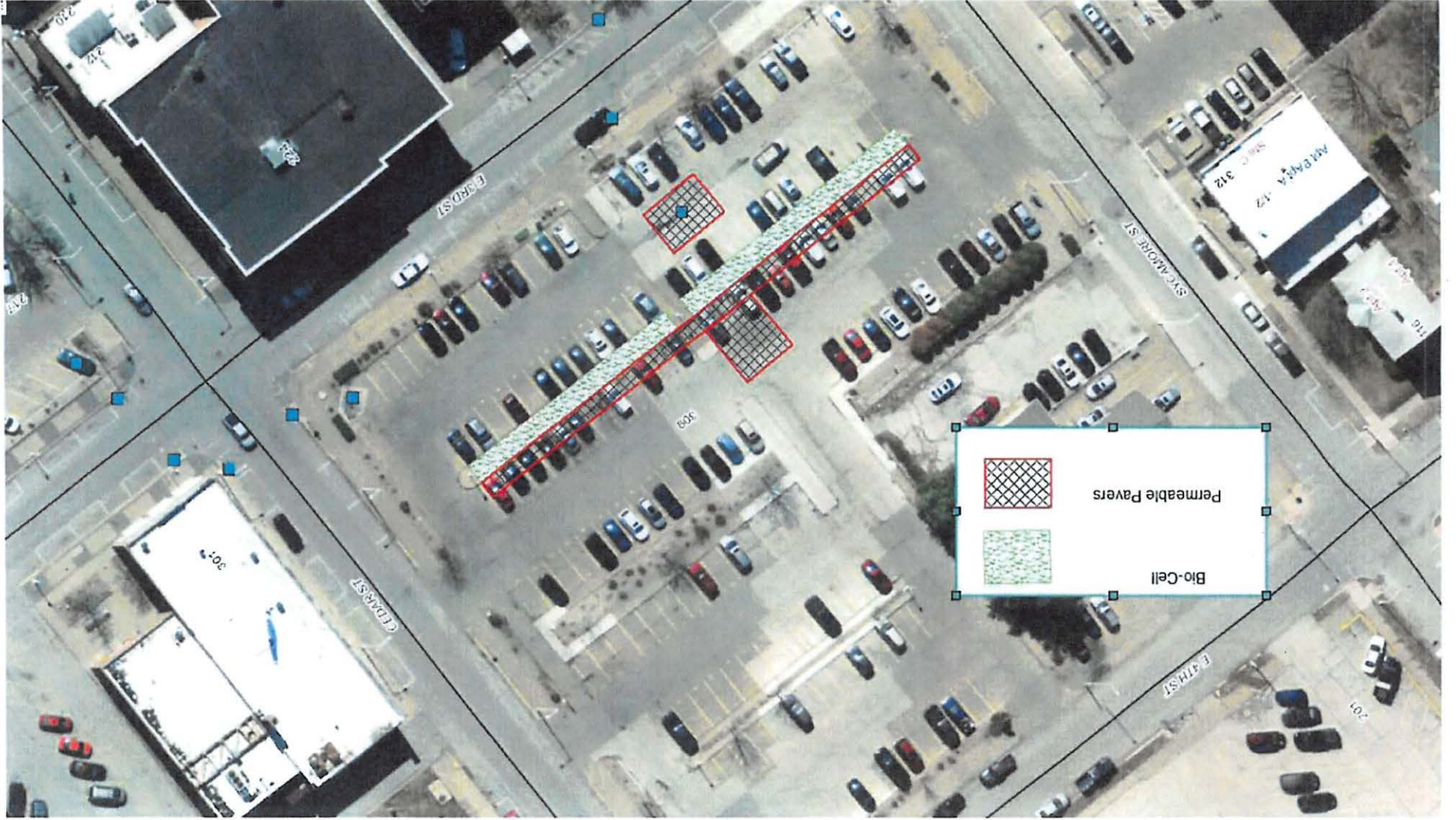
- Muscatine Pollinator Project: To provide in-kind contributions for native wildflower plugs and plants as well as education and outreach.

- **Signed letters of support are required to document these partner contributions.**

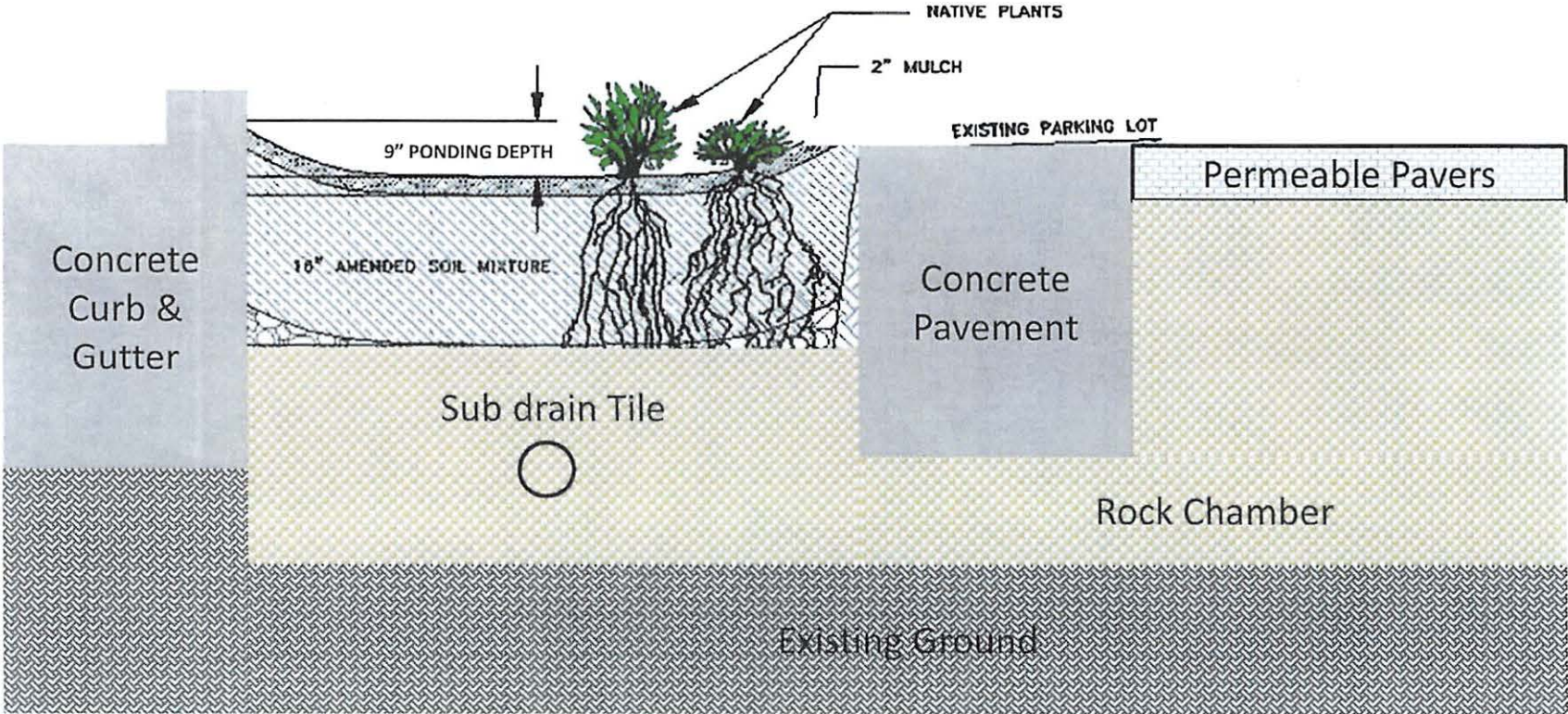
- Letters of support have been attached at the end of the submittal documents.

Provide a description of each practice utilizing the format shown here (Table will not count towards the two-page maximum):

<p>Practice #1: (provide name and description of practice) Bio-retention cell</p>	<p>IDALS: (IDALS budget contribution to practice)\$50,000</p> <hr/> <p>TOTAL: (Applicant and partner budget contributions to practice) \$50,000</p>
<p>Practice Details: (provide a general description of the location, design status, permits required, and current permit status) The location of the project is in the city-owned parking lot on the north side of 3rd Street between Cedar and Sycamore Streets. The cell will be designed by the City of Muscatine Public Works Department per the guidelines established in the Iowa Storm Water Management Manual. It is hoped that construction can be completed by in-house public works staff. If scheduling does not permit this then a contract will be let for the construction. It is anticipated that this aspect of the project can be completed within 90 working days of receipt of grant funding.</p>	
<p>Practice #2: (provide name and description of practice) Permeable Pavement</p>	<p>IDALS: (IDALS budget contribution to practice)\$10,000</p> <hr/> <p>TOTAL: (Applicant and partner budget contributions to practice)\$10,000</p>
<p>Practice Details: (provide a general description of the location, design status, permits required, and current permit status) Permeable pavers will be placed on the upstream side of the median location of the proposed bio-retention cell to reduce the amount and velocity of runoff entering the bio-cell during heavy rainfall events. The paver base will be hydraulically connected to the rock chamber of the bio-cell. In addition there will be a small area around the existing intake structure in the parking lot replaced with permeable pavement to infiltrate stormwater from small storm events before it enters the storm sewer system. These areas of permeable pavement will be designed and sized per the Iowa Storm Water Management. If City crews are unable to complete this work a contract will be let for the construction. It is anticipated that this aspect of the project can be completed within 90 working days of receipt of grant funding.</p>	



TYPICAL BIO-CELL AND PERMEABLE PAVER CROSS-SECTION
NOT TO SCALE





MUSCATINE COUNTY SOIL & WATER CONSERVATION DISTRICT
3500 OAKVIEW DR STE A
MUSCATINE, IA 52761
563-263-7944 x3 / FAX 855-246-1552

SCOTT EICHELBERGER ROBERT AXTELL ROBERT BEATTY JARED DEAHR TRAVIS GLYNN

December 7, 2017

Iowa Department of Agriculture and Land Stewardship
502 E. 9th Street
Des Moines, IA 50319

The Muscatine County Soil & Water Conservation District Commissioners would like to express our full support of the City of Muscatine's application to receive cost assistance to construct a bio-retention cell and install permeable paving in a city-owned parking lot upstream of Muscatine City Hall.

We believe this project will receive much attention due to its location. It will alleviate the current stormwater flooding issue in the parking lot and stop stormwater from crossing the road to City Hall. The permeable paving will allow the City to retain the current number of parking spots while controlling stormwater in more sustainable and safer ways, while the bio-retention cell will retrofit the current island to clean the stormwater before it enters the stormwater system.

The Muscatine County Soil & Water Conservation District enjoys a partnership with the City of Muscatine in educating its citizens, improving safety and water quality, and striving for harmony with nature. Projects, such as this one, have high visibility within the community and lead to more projects inspired by citizens who see that their city cares.

Please consider funding the City of Muscatine's application with the full support of the Muscatine County Soil & Water Conservation District.

Partners in helping you promote the responsible use of our natural resources,

A handwritten signature in blue ink that reads "Scott Eichelberger".

Muscatine County Soil & Water Conservation District

Cc: City of Muscatine

December 4, 2017

Brian Stineman
Public Works Director
1459 Washington Street
Muscatine, IA 52761

RE: Urban Waters Grant Proposal

Dear Brian:

Please accept this letter as assurance of support from the Muscatine Pollinator Project toward the implementation of the Water Quality Initiative Urban Conservation Projects grant application. We will happily provide assistance in publicizing this project, and may even be able to provide seed and/or plants for the bio-cell upon completion of construction.

The Muscatine Pollinator Project has had a great relationship with the Muscatine Public Works Department and we continue to work together on many projects throughout the area. This project to construct bio-retention cells, permeable pavement, and an infiltration trench will reduce nutrient pollution in an urban setting, improve water quality, address pollinator species decline, preserve and restore native landscapes, and reduce unneeded herbicide use, and is a prime example of the Pollinator Group and City working together to make a difference for our environment.

The City of Muscatine has our continued support for all that they continue to do to protect our valuable watershed. If you require anything further from us to facilitate the grant application, please let me know.

I look forward to the success of this application and working with Public Works Department to fulfill the requirements of this grant.

Sincerely,



Dave Cooney
President Muscatine Pollinator Project



Exhibit B Budget – Muscatine Parking Lot Runoff Solutions

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$	\$	\$	
Information/Education	\$	\$	\$	
Practices (list & number)				
1. Bio-retention cell	\$100,000	\$50,000	\$50,000	City of Muscatine
2. Permeable Pavers	\$20,000	\$10,000	\$10,000	City of Muscatine
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$120,000	\$60,000	\$60,000	



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

City Transit
263-8152

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

MEMORANDUM

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Public Works Director

DATE: April 12, 2018

RE: Recommendation to Accept the Water Quality Initiative Urban Conservation Projects Grant from the Iowa Department of Agriculture and Land Stewardship and Enter Into the Cost-Share Grant Contract

INTRODUCTION:

The City of Muscatine Public Works Department, in cooperation the Muscatine Pollinator Project, and The Muscatine Soil and Water Conservation District, submitted a grant application for the Water Quality Initiative Urban Conservation Projects funded by the Iowa Department of Agriculture and Land Stewardship (IDALS). This application was for construction of a bio-retention cell and permeable pavers in the 3rd Street parking lot across from City Hall.

BACKGROUND:

At the end of March 2018 Public Works was notified that the grant application was approved and funding for this project can be awarded. The city is required to enter into a contract with the Iowa Department of Agriculture and Land Stewardship before funds can be distributed and work commences.

RECOMMENDATION/RATIONALE:

Approve and sign the cost-share grant contract with IDALS. Funding for the match amount will be contributed by the Public Works Collection and Drainage Budget, as well as in-kind contributions from other partner organizations.

BACKUP INFORMATION:

Grant Contract