City of Muscatine

CITY COUNCIL

Thursday, November 16, 2023

Brad Bark, Mayor

Dennis Froelich, 1st Ward	Angie Lewis, At Large
Jeff Osborne, 2nd Ward	DeWayne Hopkins, At Large
Peggy Gordon, 3rd Ward	Carol Webb, City Administrator
Nadine Brockert, 4th Ward	Cinda Hilger, Admin. Professional
John Jindrich, 5th Ward	Brent Hinders, City Attorney

City Council meetings are held at 6:00 p.m. on the 1st and 3rd Thursday of each month. In-depth sessions are held at 6:00 p.m. on the 2nd Thursday of each month. All meetings are available for review on the City of Muscatine YouTube page.
The public is welcome to attend virtually using the information below.

Please join my meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/82551691259?pwd=NERYdEJOandvWWNXbDM3UkZxZmE4QT09

November 16, 2023,6:00 PM

AGENDA

1. **CALL TO ORDER**

2. **INVOCATION- Pam Saturnia, First Presbyterian Church**

3. **ROLL CALL**

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

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

7. COMMUNICATIONS - CITIZENS

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

9. CONSENT AGENDA * (ITEMS 10-14)

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered separately.

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

A. November 2, 2023 City Council Regular Meeting Minutes

B. November 9, 2023 City Council In-Depth Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

A. Request for Renewal of a Class "E" Retail Alcohol License for Kum & Go #1436, 416 Cedar Street – Kum & Go LC (pending inspections)

B. Request for Renewal of a Class "C" Retail Alcohol License and Outdoor Service for Contrary Brewing Company, 411 West Mississippi Drive – Contrary Brewing LLC (pending inspections)

C. Request for Renewal of a Class "E" Retail Alcohol License for Westside Store, 2201 Houser Street – West Side Houser Mart LLC (pending inspections)

D. Request on First Reading on a New Class "C" Retail Alcohol License for The OB, 101 West Mississippi Drive – The OB LLC (pending inspections and insurance)

E. Request for a Class "C" Retail Alcohol Permit (5-day Alcohol Permit) for The Tipsy Traveler's LLC, 2107 Stewart Road – The Tipsy Traveler's LLC (pending inspections)

F. Request for Renewal of a Class "C" Retail Alcohol License for Flaming Embers, 131 West 2nd Street – Flaming Embers Inc. (pending inspections and insurance)

G. Request for Renewal of a Class "C" Retail Alcohol License for Hubble's Tap, 214 East 2nd Street – Hubble's Glenda LLC (pending inspections and insurance)

H. Request for renewal of a Class "C" Beer Permit for New York Dollar Store, 109 East 2nd Street – Antonio Sosa (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

A. November 2, 2023 County Board of Supervisors Meeting Minutes

B. November 6, 2023 County Board of Supervisors Meeting Minutes

C. October 30, 2023 Board of Supervisors Meeting Minutes

13. * PURCHASE ORDERS

14. * APPROVAL OF BILLS

It is recommended bills totaling $2,467,189.32, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

A. November 16, 2023 Bills for Approval

15. PUBLIC HEARING

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

A. Second Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations

B. Third and Final Reading of an Ordinance Creating a Construction Appeal & Advisory Board

C. Resolutions (15) Approving Annual Appropriations for TIF Rebates for Fiscal Year 2024/2025:

I Resolution Providing for the Appropriation of an Amount not to Exceed $320,000 for the Wal-View Developments Project #1 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

II Resolution Providing for the Appropriation of an Amount not to Exceed $175,000 for the Wal-View Developments Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

III Resolution Providing for the Appropriation of an Amount not to Exceed $60,000 for the Musco Sports Lighting Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

IV Resolution Providing for the Appropriation of an Amount not to Exceed $38,000 for the Harrison Lofts, LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

V Resolution Providing for the Appropriation of an Amount not to Exceed $400,000 for the Riverview Hotel Development TIF Rebate for the Fiscal Year Beginning July 1, 2024.

VI Resolution Providing for the Appropriation of an Amount not to Exceed $107,000 for the HNI Corporation TIF Rebate for the Fiscal Year Beginning July 1, 2024.

VII Resolution Providing for the Appropriation of an Amount not to Exceed $78,000 for the White Distribution & Supply LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

VIII Resolution Providing for the Appropriation of an Amount not to Exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

IX Resolution Providing for the Appropriation of an Amount not to Exceed $30,000 for the JNB Oak Park, LP TIF Rebate for the Fiscal year Beginning July 1, 2024.

X Resolution Providing for the Appropriation of an Amount not to Exceed $40,000 for the NPSW Enterprises, LLC TIF Rebate for the First Phase of the Arbor Commons Development for the Fiscal year Beginning July 1, 2024.

XI Resolution Providing for the Appropriation of an Amount not to Exceed $14,000 for the FridleyTheatres Outlot #1 Development for the Fiscal Year Beginning July 1, 2024.

XII Resolution Providing for the Appropriation of an Amount not to Exceed $40,000 for the Colorado Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

XIII Resolution Providing for the Appropriation of an Amount not to Exceed $36,000 for the Grandview Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

XIV Resolution Providing for the Appropriation of an Amount not to Exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF Rebate for the Fiscal Year Beginning July 1, 2024.

XV Resolution Providing for the Appropriation of an Amount not to Exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF Rebate for the Fiscal Year beginning July 1, 2024.

D. Resolutions (4) Approving Internal Advances of Funds for Tax Increment Urban Renewal Projects

I Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

II Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

III Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

IV Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

E. Resolution Recognizing Muscatine Community Heart & Soul and the Discovery of What Matters Most to the Residents of Our Town

F. Resolution Amending Abatement Administrative Fee in Appendix D of City Code

G. Resolution Reaffirming the Ambulance Service Fee Schedule Effective July 1, 2020 and Reaffirming the City's Legal Authority to Collect Such Fees

H. Resolution Awarding Contract to Heuer Construction in the Amount $13,001 for the Demolition of a Structure and Removal of Cargo Containers Located at 1522 Grand Ave

I. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees to Private Properties

J. Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project

K. Request to Accept Lead Hazard Reduction and Healthy Homes Grant for $2,956,932.31.

L. Resolution Amending the Non-Union Pay Plan to add two staff positions fully funded through the Lead Hazard Reduction and Healthy Homes Grant

M. Request to Approve Annual Urban Renewal Report for Fiscal Year 2022/2023

N. Request to sign the Preservation Easement agreement with the Iowa State Historic Preservation Office for the purpose of preserving the Japanese Garden at the Laura Musser McColm Historic District / Muscatine Art Center following the conditions of the Paul Bruhn Historic Preservation Program grant award for the Japanese Garden,

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

City of Muscatine

CITY COUNCIL MINUTES

Thursday, November 2, 2023

1. CALL TO ORDER

Mayor Bark called the City Council meeting for November 2, 2023 to order at 06:00 PM.

2. INVOCATION - Matt Haecker, First Baptist Church

3. ROLL CALL

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne (Via Phone), Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Administrative Secretary Cinda Hilger were also present.

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

Jeff Jirak - Muscatine Police Department- was present to share an update on the PD Mental Health and Wellness Program. Mr. Jirak stated Muscatine received one of 60 grants in 2021 for the program in the amount of $80,000 and was just recently awarded a 2nd grant in the amount of $200,000. This program provides peer support for first responders when needed.

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

Councilmember Peggy Gordon, seconded by Councilmember Dennis Froelich, moved to Approve the Agenda .

City Administrator Carol Webb stated the closed session would be pulled from tonight's agenda.

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

7. COMMUNICATIONS - CITIZENS

Ed Zeman, 1111 W. 3rd Street Wilton was present to share his concerns regarding the residents being able to retrieve their belongings from the Welch Apartments. Mr. Zeman stated there are people willing to sign a waiver to be able to go in and get items for the

residents.

Sandy Grady, 1503 Houser Street, was present to share her concerns regarding the Welch apartments and had questions why there was no concern regarding Boonies being in danger due to the conditions.

Andrew Fangman. Community Development, was present to give an update on the Welch Apartments stating that they are in the process of signing a contract for the work to begin to shore up the building which would make it safe for residents to return. Mr. Fangman did not have an exact timeline but stated the hold up had been getting an engineer to come in and evaluate and now that has been completed.

John Elshoff 106 Lord Avenue, was present to share information regarding a program he is leading to provide a Yoga Class for veterans, caregivers and first responders on November 11th at the Muscatine YMCA.

Fernando Cruz - was present to request information regarding the upcoming election process. (Interpretation was provided by Mr.Cruz's niece.)

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

9. CONSENT AGENDA * (ITEMS 10-14)

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

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

A. October 19, 2023 City Council Meeting minutes

11. * PETITIONS AND COMMUNICATIONS

A. Request on first and second reading on a new Class “B” Retail Alcohol License for Dollar General #7027, 2000 Cedar Plaza Drive – Dolgencorp, LLC (pending inspections)

B. Request for renewal of a Class “B” Retail Alcohol License and Outdoor Service for Headquarters Corp., 2108 Grandview Avenue – Headquarters Corp. (pending inspections and insurance)

C. Request for renewal of a Class “C” Beer Permit, Class “B” Wine Permit and Sunday Service for Aldi, Inc #05, 3200 Northport Drive – Aldi, Inc. (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

A. October 16, 2023 Muscatine County Board of Supervisors Meeting Minutes

B. October 23, 2023 Muscatine County Board of Supervisors Meeting Minutes

C. October 25, 2023 Muscatine County Board of Supervisors Special Meeting Minutes

13. * PURCHASE ORDERS

A. Request to Approve the Issuance of a Purchase Order to Fritel and Associates, LLC DBA Diversified Product Development in the Amount of $7,312.00 for the Purchase of a Truck-mounted Post Puller.

14. * APPROVAL OF BILLS

A. November 2, 2023 Bills for Approval

15. PUBLIC HEARING

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

A. Second Reading of an Ordinance Creating a Construction Appeal & Advisory Board
Councilmember Nadine Brockert, Seconded by Councilmember Jeff Osborne, moved to Approve the second Reading of this Ordinance
Vote: Ayes - 7, Nays - 0, Motion Passed.

B. Resolution to Award and Approve a Contract with Henley Group, LLC in the amount of $122,000 and a performance bond with ZipBonds for the Taylor Park Restroom Project
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

C. Request to Declare a List of Items from Multiple Departments as Surplus so they can be Disposed of by Public Auction
Councilmember John Jindrich, seconded by Councilmember Dennis Froelich moved to approve the request.
Councilmember Osborne had questions regarding the microfiche files being digitally saved and stated replacing this equipment to read the files in the future would be costly.
City Administrator Webb stated this item could be approved contingent on the files being saved digitally for future reference.
Vote: Ayes - 7, Nays - 0, Motion .

D. Request to Approve Fiscal Year 2022/2023 Annual Financial Report to the State of Iowa
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

E. Request to Approve the Issuance of a Purchase Order to Martin & Whitacre Surveyors and Engineers, Inc. in the Amount of $45,480.00 for Additional Land Surveying Services on the remainder of the West Hill Sewer Separation Project
Councilmember DeWayne Hopkins, seconded by Councilmember Jeff Osborne moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

F. Request to Approve Annual Street Finance Report for Fiscal Year 2022/2023
Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

18. MAYOR AND COUNCIL REPORTS

19. CLOSED SESSION MEETING

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

20. ADJOURNMENT

Councilmember Dennis Froelich moved the meeting be adjourned at 06:37 PM.

City of Muscatine

CITY COUNCIL MINUTES

Thursday, November 9, 2023

1. CALL TO ORDER

Mayor Bark called the City Council meeting for November 9, 2023 to order at 06:00 PM.

2. ROLL CALL

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Administrative Secretary Cinda Hilger were also present.

3. PLEDGE OF ALLEGIANCE

4. COUNCIL DISCUSSION ITEMS

A. Presentation on Landfill Gas to Energy Project and Discussion on Proceeding with Letter of Intent with Vespene Energy for Site Investigation

Solid Waste Manager, Dave Popp gave a presentation on a potential Landfill Gas-Energy project and requested support for a letter of intent with Vespene Energy for Site Investigation. Mr Popp gave an overview of how gas is currently handled at the landfill, how it will be handled in the future if it remains the same and how the projected gas capture turned energy would work. Mr. Popp if council supports this project the first step is a letter of intent with Vespene Energy for site investigation.

There were questions from City Council regarding the risk of an explosion, the cost to the city and questions about Vespene Energy Company that were addressed by Mr. Popp.

Councilmember Jindrich asked that acronyms be spelled out for clarification if and when a contract is brought before City Council.

There was a consensus with City Council to support this project and to move forward with letter of intent.

B. Presentation on the Muscatine Community Heart & Soul Program

Housing Director Jodi Royal-Goodwin gave a presentation regarding the Muscatine Heart and Soul Program. Ms. Royal-Goodwin started with an overview of the Heart and Soul program stating that it is an assett based

planning module that is resident driven regarding what citizens like and enjoy about our community. She then shared how the process works and how the data had been collected.

The next step in the process if Council supports is to bring back a resolution in support of the value statements.

C. Presentation on Marketing and Branding of Muscatine.

Communications Manager Kevin Jenison gave a presentation regarding Marketing and Branding. Mr. Jenison gave an overview of the past projects regarding outside agencies being used to create a logo and tagline for the City of Muscatine and the outcome of each of those projects. Mr. Jenison requested information from the City Council regarding moving forward with in-house or hiring a third party to work on this project. The City Council was in agreement that the current logo should continue to be used and suggested community involvement in creating a tag line. Councilmembers stated they liked the "pearl" as part of the tagline, as Muscatine is known as the Pearl City. The council stated they are not interested in spending a lot of money to change what we already have and then replace logo's on all City property.City Administrator Carol Webb stated the city also needs to have a Marketing Policy and Procedures Policy.

City Administrator Webb reviewed what she believed Council agreed upon to include: 1. Keeping the current logo, 2. Community Survey to develop a tagline to include "Pearl" and bring ideas back to council for a final vote, 3. Create a branding and marketing guide.

5. MAYOR AND COUNCIL REPORTS

Councilmembers gave updates on upcoming events and Councilmember Jeff Osborne asked that Parking meter updates be brought back to City Council for discussion.

6. ADJOURNMENT

Councilmember Dennis Froelich moved the meeting be adjourned at 07:26 PM.

City of Muscatine

CITY COUNCIL MINUTES

Thursday, November 2, 2023

1. CALL TO ORDER

Mayor Bark called the City Council meeting for November 2, 2023 to order at 06:00 PM.

2. INVOCATION - Matt Haecker, First Baptist Church

3. ROLL CALL

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne (Via Phone), Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Administrative Secretary Cinda Hilger were also present.

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

C. Request to Declare a List of Items from Multiple Departments as Surplus so they can be Disposed of by Public Auction
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Vote: Ayes - 7, Nays - 0, Motion .

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Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

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

18. MAYOR AND COUNCIL REPORTS

19. CLOSED SESSION MEETING

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

20. ADJOURNMENT

Councilmember Dennis Froelich moved the meeting be adjourned at 06:37 PM.

Muscatine County Board of Supervisors
Monday, November 6, 2023

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

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

On a motion by Sorensen, second by Kirchner, the Board approved the minutes of the October 30, 2023 regular meeting. Ayes: All.

Correspondence:

All Supervisors received an email from Kim Carson regarding Freedom of Information Act (FOIA).

Mather received an email from a Drug and Alcohol Testing Consortium vendor and forwarded the email to Administrative Services Director Nancy Schreiber.

Mather received an email from the Housing Council encouraging citizens to take a Muscatine County Workforce survey.

Committee & Meeting Reports:

Sorensen and Chick held a meeting with Sara Carlson regarding a request Tax Increment Financing (TIF) for a residential development on October 30, 2023.

Sorensen met with Ron Monahan of Muscatine Community Foundation regarding concerns about American Rescue Plan Act (ARPA) funding on October 31, 2023. Sorensen recommended Monahan put the concerns in writing and present to the Board.

Sorensen attended a Bi-State Regional Finance Committee meeting on November 3, 2023.

Sorensen, Mather and Chick attended a Housing Council meeting on November 1, 2023.

Discussion was held with Administrative Services Director Nancy Schreiber regarding a proposal from MRA for Compensation Services for Muscatine County. Schreiber stated the service will be to gather external data and determine where the county is relative to the market. The proposal states MRA will partner with the county to complete market pricing on approximately 70 job titles, review and update current salary structure, and identify placement of current employees in updated structure and ranges. Schreiber stated the compensation service was budgeted for FY24 at $50,000 and stated the last compensation service was conducted in 2015. Schreiber recommended to join MRA membership for one year, which provides a lower rate and additional services. Schreiber stated if after one year the membership is proven useful the Board can approve to continue it. Sorensen stated the bench marking data may prove to be beneficial. Schreiber stated the timeline for obtaining the information from MRA allows the Board to review and make possible adjustments during the FY25 budget process and certifying the budget. The Board consensus was to join MRA membership for one year, request the base study with no benchmark service, with possible action on the November 13, 2023 board agenda.

Schreiber reviewed the procedure of Community Services Director/Disability Services Coordinator candidates stating the position has been posted and advertised with eleven applicants received. Schreiber stated two of the eleven applicants met the minimum qualifications. Schreiber stated she has done an additional advertisement with the deadline to apply being Friday, November 10, 2023 and have received two additional applicants. The Board consensus was to allow Schreiber and Community Services Director Felicia Toppert to review the applicants and recommend who to the Board for the interview process they will conduct. Schreiber recommended the entire interview process and selection be completed by mid-December 2023.

Schreiber stated there will be a Special Board meeting on Tuesday, November 14, 2023 at 9:00 a.m. for the 1st Tier Canvass of the 2023 City/School Election held on November 7, 2023.

County Auditor Tibe Vander Linden stated early absentee voting is available in the Auditor's office today until 4:30 P.M. and on Election Day, November 7, 2023, voters can vote at the polling locations from 7:00 A.M. to 8:00 P.M. Vander Linden reminded voters who may have a mailed absentee ballot that has not been returned, the ballot should be hand delivered to the Auditor's office today or by the deadline of 8:00 P.M. on November 7, 2023, as postmark does not count.

On a motion by Sorensen, second by Mather, the Board went into to Closed session at 9:15 A.M. pursuant to Chapter 21.5.1 (j), Code of Iowa, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for the property. Roll call vote: Ayes: All. On a motion by Sorensen, second by Mather, the Board returned to open session at 9:57 A.M. Roll call vote: Ayes: All.

The meeting was adjourned at 9:57 A.M.

ATTEST:

Cathy Ribbink	Scott Sauer, Chairperson
2nd Deputy Auditor	Board of Supervisors

Muscatine County Board of Supervisors
Monday, October 30, 2023

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

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

On a motion by Sorensen, second by Kirchner, the Board approved claims dated October 30, 2023, in the amount of $928,399.71. Ayes: All.

County Engineer Bryan Horesowsky reviewed Resolution #10-30-23-01 To Vacate Unused Secondary Roads Right-Of-Way Adjacent in Montpelier Township stating the right-of-way has not been used in a long time and is of no use for secondary road purposes. Horesowsky stated the adjacent parcel owner has initiated the change.

On a motion by Sorensen, second by Chick, the Board approved Resolution #10-30-23-01 To Vacate Unused Secondary Roads Right-Of-Way Adjacent in Montpelier Township. Roll call vote. Ayes: All.

RESOLUTION # 10-30-23-01
RESOLUTION TO VACATE UNUSED SECONDARY ROAD RIGHT-OF-WAY ADJACENT TO WARD AVENUE IN MONTPELIER TOWNSHIP

WHEREAS, the Muscatine County Board of Supervisors recognizes that certain road right-of-way easements are no longer used for Secondary Roads purposes; and

WHEREAS, Section 306.10 of the Code of Iowa provides that the agency which has control and jurisdiction over a highway system, shall have power, on its own motion, to alter or vacate and close any such highway: and

WHEREAS, Section 306.11 of the Code of Iowa provides that a hearing is not required if the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners; and

WHEREAS, the following described section of road right-of-way is no longer used or needed:

> A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 77 NORTH, RANGE 1 EAST OF THE 5TH PRINCIPAL MERIDIAN IN MUSCATINE COUNTY, IOWA.
>
> COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 89º32’40” EAST 1027.83 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE CENTERLINE OF WARD AVENUE TO THE POINT OF CURVATURE OF WARD AVENUE; THENCE SOUTH

00º27'20" WEST 33.00 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A 319.39 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WHOSE 450.03 FOOT CHORD BEARS NORTH 45º39'56" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 499.36 FEET; THENCE SOUTH 00º52'33" WEST 317.06 FEET; THENCE NORTH 89º32'40" WEST 317.06 FEET TO THE POINT OF BEGINNING, CONTAINING 0.49 ACRES.

SEE ATTACHED RIGHT-OF-WAY EASEMENT VACATION PLAT

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Muscatine County, Iowa, that the above described sections of road be ordered vacated and closed.

PASSED AND APPROVED this 30th day of October, 2023.

ATTEST:

/s/Tibe Vander Linden	/s/Scott Sauer, Chair
Auditor	Muscatine County Board of Supervisors

County Engineer Bryan Horesowsky updated the Board on secondary road projects.

Planning and Zoning Administrator Eric Furnas reviewed the process of the Comprehensive Plan update stating the last update adopted was in 2014. Furnas stated Bi-State Regional Planning Commission has begun work with the data gathering. Furnas stated each time the Comprehensive Plan is updated a Steering Committee is appointed. The Steering Committee are the front-line members who will review the survey data to provide a draft plan, hold a public input meeting and make reports to the Zoning Commission. Furnas stated the Iowa Code does not state where the Steering Committee must live however the Iowa Code states the Zoning Commission members must reside in unincorporated areas of the county, so the members being requested for appointment reside in unincorporated areas.

On a motion by Sorensen, second by Mather, the Board appointed members; Brad Akers, Virginia Cooper, Carol Schlueter, Mike Deahr, Brian Fargo, Curt Weiss and Michelle Ross to serve on the Comprehensive Plan Steering Committee for the 23/24 Comprehensive Plan update. Ayes: All.

Sorensen thanked the appointed Comprehensive Plan Steering Committee for their willingness to serve.

On a motion by Mather, second by Sorensen, the Board approved the minutes of the October 23, 2023 regular meeting and the typographical changes made to the October 25, 2023 special meeting. Ayes: All.

Correspondence:

All Supervisors received an email from Matt Storm regarding the Special Board meeting held on October 25, 2023.

Sorensen had conversations with a couple residents interested in a road vacation.

Sorensen stated he has had conversations with a group regarding Emergency Management Services (EMS) and the proposed legislation changes for ambulance services and how it may affect our rural services. Tom Summitt is leading the group and it is suggested Emergency Management/911 Director, Chris Jasper present to the Board over the next few months the proposed changes.

Sauer had a conversation with an individual regarding EMS.

Chick received an email with Sara Carlson regarding questions on a Tax Increment Financing (TIF) request. Sorensen stated there is a meeting set with Carlson, Chick and Sorensen to review her request.

Mather had a discussion with Budget Administrator Kala Naber and a grant writer.

Committee & Meeting Reports:

All Supervisors attended a Special Board meeting on October 25, 2023.

Sorensen attended a Bi-State Regional Planning Commission meeting on October 25, 2023.

Chick attended a Mississippi Valley Workforce Area finance meeting on October 25, 2023.

Kirchner attended a Muscatine County Fair Board meeting on October 24, 2023.

Kirchner attended a West Liberty Economic Area Development (WELEAD) meeting on October 26, 2023.

Administrative Services Director Nancy Schreiber reviewed a proposed transport officer hiring request for the Sheriff's Office/Jail department as board approval is required to hire at Step 4 for this position. Schreiber stated the proposed hire has experience as a former city police officer.

On a motion by Sorensen, second by Mather, the Board approved a hiring request for the Sheriff's Office/Jail for Jason Williams as Transport Officer II at Step 4, $21.09 per hour with proposed start date of November 6, 2023. Ayes: All.

On a motion by Sorensen, second by Mather, the Board accepted October 2023 payroll claims. Ayes: All.

The meeting was adjourned at 9:19 A.M.

ATTEST:

_____	_____
Tibe Vander Linden	Scott Sauer, Chairperson
County Auditor	Board of Supervisors

BILLS FOR APPROVAL SUMMARY
November 17, 2023

Computer Bill Lists			
Regular Bills 11/17/23		$	1,257,028.76
Special Ck Run 11/3/23	Operating		17,263.91
Grandbridge - November	Hershey		18,921.49
Payroll Vendor Checks 11/10/23			16,984.88
Payroll Vendor ACH Payments 11/10/23			95,285.24
	Subtotal	$	1,405,484.28
ACH Debit Memo Payments			
Wellmark Insurance	Health/Dental Insurance November	$	79,000.00
Wellmark Insurance	Health/Dental Insurance November		79,000.00
Payroll Account	Transfer		455,726.31
Treasurer State of Iowa	State Tax Withholding		29,139.69
IPERS	October Contributions		125,964.17
Internal Revenue Service	Federal Withholding		124,874.87
Treasurer State of Iowa	Sales Tax		-
	Subtotal	$	893,705.04
Voucher Program			
Various Landlords	Estimated December Rent	$	168,000.00
		$	168,000.00
	Total Expenditures	$	2,467,189.32

11/10/2023	ACH Payroll	Mission Square ICMA Retire	11,309.16
11/10/2023	ACH Payroll	Mission Square ICMA RC	1,054.53
11/10/2023	ACH Payroll	Municipal Fire & Police	77,400.55
11/10/2023	ACH Payroll	Nationwide	5,521.00
11/10/2023	Payroll Checks	AFA Flex Billing	4,786.79
11/10/2023	Payroll Checks	AFLAC	586.90
11/10/2023	Payroll Checks	Allstate	14.94
11/10/2023	Payroll Checks	American Fidelity	2,769.04
11/10/2023	Payroll Checks	City of Muscatine	8,235.51
11/10/2023	Payroll Checks	Clerk of Court	70.00
11/10/2023	Payroll Checks	Police & Fire Ins	194.94
11/10/2023	Payroll Checks	Polk Co Sheriff	51.36
11/10/2023	Payroll Checks	State of IL	198.40
11/10/2023	Payroll Checks	United Way	77.00
11/3/2023	Special CKS	Harrison Lofts	17,263.91

Accounts Payable

Transactions by Account

User: SMeyer
Printed: 11/14/2023 - 1:51PM
Batch: 00002.11.2023

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.10.2023 Life Insurance	10/27/2023	0	3.22	
1000-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.10.2023 Life Insurance	10/27/2023	0	1.20	
		Vendor Subtotal:			4.42	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00001.10.2023 Optional Life	10/13/2023	0	250.38	
1000-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00002.10.2023 Optional Life	10/27/2023	0	250.38	
		Vendor Subtotal:			500.76	
1000-00-0000-24400	CR LANDSCAPING	Concrete Gutter	11/13/2023	0	1,875.00	
		Vendor Subtotal:			1,875.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - General	11/14/2023	0	4,144.60	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - Henderson	11/14/2023	0	225.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - Nuisance	11/14/2023	0	2,137.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - National Opioid Settleme	11/14/2023	0	180.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - Taylor Park Bathroom	11/14/2023	0	45.00	
		Vendor Subtotal:			6,732.10	
1000-01-1131-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	53.76	
		Vendor Subtotal:			53.76	
1000-01-1131-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	66.23	
		Vendor Subtotal:			66.23	

1000-01-1131-51100	QUILL CORPORATION	Labels/Hanging File Folder Tabs	11/07/2023	0	40.78
		Vendor Subtotal:			40.78
1000-01-1131-61340	TCM BANK NA VISA	Adobe - Adobe ID	11/14/2023	0	54.99
1000-01-1131-61340	TCM BANK NA VISA	Adobe - Subscription	11/14/2023	0	254.27
		Vendor Subtotal:			309.26
1000-01-1131-61630	COMMUNITY FOUNDATION	Collaborate Muscatine June - Oct	11/13/2023	0	321.43
		Vendor Subtotal:			321.43
1000-01-1131-64120	TCM BANK NA VISA	Austin Marriot - Loding for ICMA	11/14/2023	0	1,321.98
1000-01-1131-64120	TCM BANK NA VISA	Hilton Garden - Lodging	11/14/2023	0	313.64
1000-01-1131-64120	TCM BANK NA VISA	Austin Mariott - Lodging	11/14/2023	0	102.51
1000-01-1131-64120	TCM BANK NA VISA	QC Airport - Parking	11/14/2023	0	35.00
		Vendor Subtotal:			1,773.13
1000-01-1131-64400	TCM BANK NA VISA	Riverside Casino - Meal (5)	11/14/2023	0	105.00
		Vendor Subtotal:			105.00
1000-01-1132-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	18.44
		Vendor Subtotal:			18.44
1000-01-1132-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	22.61
		Vendor Subtotal:			22.61
1000-01-1132-51100	STAPLES ADVANTAGE	3-Hole Punch	11/07/2023	0	23.43
		Vendor Subtotal:			23.43
1000-01-1132-61660	TENANT REPORTS.COM LLC	Background Checks	11/07/2023	0	18.00

		Vendor Subtotal:			18.00
1000-01-1132-62530	CROSSROADS INC.	Shredding	11/07/2023	0	22.00
		Vendor Subtotal:			22.00
1000-01-1132-64700	DAVID HARRIS	Leadership Training - Balance	11/13/2023	0	4,200.00
		Vendor Subtotal:			4,200.00
1000-01-1144-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	5.31
		Vendor Subtotal:			5.31
1000-01-1144-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	6.12
		Vendor Subtotal:			6.12
1000-05-1141-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	31.38
		Vendor Subtotal:			31.38
1000-05-1141-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	53.29
		Vendor Subtotal:			53.29
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Zoning Board of Adjustment Notice	11/13/2023	0	61.71
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 10/19/23	11/13/2023	0	427.79
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	2003 Financial Report to State Published	11/13/2023	0	162.92
		Vendor Subtotal:			652.42
1000-05-1141-65100	LAW OFFICES OF HOPKINS & HUB	September Legal	11/07/2023	0	5,737.25
		Vendor Subtotal:			5,737.25
1000-05-1143-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	42.10

		Vendor Subtotal:			42.10	
1000-05-1143-46600	RELIANCE STANDARD LIFE INS COLTD November 2023		11/14/2023	0	48.78	
		Vendor Subtotal:			48.78	
1000-05-1143-51100	AMAZON.COM	#R2087 - Data Products Calculator Ribbc	11/13/2023	0	8.98	00025958
1000-05-1143-51100	AMAZON.COM	Oxford Two Pocket Folers w/Fasteners B	11/13/2023	0	76.62	00025958
1000-05-1143-51100	AMAZON.COM	Metal Letter Opener - Qty 2	11/13/2023	0	4.24	00025958
1000-05-1143-51100	AMAZON.COM	Two Pocket Folers w/Fasteners Burgandy	11/13/2023	0	47.74	00025958
1000-05-1143-51100	AMAZON.COM	Oxford Two Pocket Folers with Fasteners	11/13/2023	0	66.27	00025958
		Vendor Subtotal:			203.85	
1000-05-1146-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023		11/14/2023	0	28.01	
		Vendor Subtotal:			28.01	
1000-05-1146-46600	RELIANCE STANDARD LIFE INS COLTD November 2023		11/14/2023	0	36.49	
		Vendor Subtotal:			36.49	
1000-05-1146-52890	AMAZON.COM	Thermal Paste	11/13/2023	0	6.75	
		Vendor Subtotal:			6.75	
1000-05-1146-61340	NEWMIND GROUP INC	Google Workspace Business Plus Archiv	11/14/2023	0	320.00	00026040
		Vendor Subtotal:			320.00	
1000-05-1146-61340	TCM BANK NA VISA	Jamf Software - Subscription	11/14/2023	0	20.00	
		Vendor Subtotal:			20.00	
1000-05-1146-65240	MUSCATINE POWER & WATER	October Internet - Weed Park	11/13/2023	0	83.18	
		Vendor Subtotal:			83.18	

1000-10-1221-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	86.78
		Vendor Subtotal:			86.78
1000-10-1221-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	121.09
		Vendor Subtotal:			121.09
1000-10-1221-61340	POINT & PAY	September CC Service Fee	11/07/2023	0	15.00
		Vendor Subtotal:			15.00
1000-10-1221-61340	TCM BANK NA VISA	Adobe - Subscription	11/14/2023	0	21.19
		Vendor Subtotal:			21.19
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Envelopes	11/07/2023	0	87.00
		Vendor Subtotal:			87.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 508 Main St	11/13/2023	0	143.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 309 Monroe St	11/13/2023	0	48.35
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 611 Pine St	11/13/2023	0	63.05
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 515 Orange St	11/13/2023	0	150.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 317 Green St	11/13/2023	0	238.30
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1711 Houser St	11/13/2023	0	370.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1719 Houser St	11/13/2023	0	437.90
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 49 W 6th St	11/13/2023	0	488.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 133 Roscoe Ave	11/13/2023	0	635.20
		Vendor Subtotal:			2,575.60
1000-10-1221-64200	TCM BANK NA VISA	IowACE - Training	11/14/2023	0	300.00
1000-10-1221-64200	TCM BANK NA VISA	IowACE - Training	11/14/2023	0	300.00
1000-10-1221-64200	TCM BANK NA VISA	IowACE - Training	11/14/2023	0	300.00
		Vendor Subtotal:			900.00
1000-10-1221-64200	DAVID HARRIS	Leadership Training - Bailey	11/13/2023	0	1,050.00

		Vendor Subtotal:			1,050.00
1000-10-1221-64600	TCM BANK NA VISA	International Code Council - Certificatior	11/14/2023	0	100.00
1000-10-1221-64600	TCM BANK NA VISA	International Code Council - Registration	11/14/2023	0	165.00
		Vendor Subtotal:			265.00
1000-10-1221-65275	VERIZON WIRELESS	October I-Pads	11/07/2023	0	232.87
		Vendor Subtotal:			232.87
1000-10-1221-65275	TCM BANK NA VISA	Google - Google Voice	11/14/2023	0	60.57
		Vendor Subtotal:			60.57
1000-15-1311-33430	GATSO USA INC.	ATE Fees October	11/14/2023	0	14,985.00
		Vendor Subtotal:			14,985.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	11/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	11/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	11/14/2023	0	95.00
1000-15-1311-33435	TCM BANK NA VISA	Iowa Judicial Branch - ATE Filing	11/14/2023	0	95.00
		Vendor Subtotal:			380.00
1000-15-1311-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	283.05
		Vendor Subtotal:			283.05
1000-15-1311-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	239.79
1000-15-1311-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	11.60
		Vendor Subtotal:			251.39
1000-15-1311-52300	PANTHER UNIFORMS INC	Sew Emb - D Mullen	11/13/2023	0	8.00

		Vendor Subtotal:			8.00	
1000-15-1311-52300	UNIFORM DEN INC	Ballistic Vest - Roseman	11/13/2023	0	643.11	
		Vendor Subtotal:			643.11	
1000-15-1311-52720	TCM BANK NA VISA	Kwik Trip - Fuel	11/14/2023	0	75.14	
1000-15-1311-52720	TCM BANK NA VISA	Wal-Mart - ACO Uniform Pant (2)	11/14/2023	0	53.96	
1000-15-1311-52720	TCM BANK NA VISA	Kum & Go - Fuel	11/14/2023	0	67.04	
		Vendor Subtotal:			196.14	
1000-15-1311-52820	TCM BANK NA VISA	5" Foam Footballs Blue & Black w/MPD	11/14/2023	0	643.05	00025708
		Vendor Subtotal:			643.05	
1000-15-1311-52830	AMAZON.COM	Singer Heavy Duty Sewing Machine	11/13/2023	0	191.22	00026022
		Vendor Subtotal:			191.22	
1000-15-1311-52880	SUNSET LAW ENFORCEMENT LLC	CEN90225 Hornaby 9mm Lugar +P 135	11/13/2023	0	5,636.00	00025907
1000-15-1311-52880	SUNSET LAW ENFORCEMENT LLC	CENF9APB Fiocchi 9mm Luger 124gr F	11/13/2023	0	5,360.00	00025907
1000-15-1311-52880	SUNSET LAW ENFORCEMENT LLC	CEN80295 Hornaby 233 Rem 53gr CX T	11/13/2023	0	5,772.50	00025907
		Vendor Subtotal:			16,768.50	
1000-15-1311-52890	MENARDS (MUSC)	Batteries	11/13/2023	0	9.87	
		Vendor Subtotal:			9.87	
1000-15-1311-52890	MUSCATINE CO ADMINISTRATION	DTF Cell Phones	11/13/2023	0	132.96	
		Vendor Subtotal:			132.96	
1000-15-1311-52890	Bethany O'Connor	Reimb for Custom Lettering for MPD Po	11/13/2023	0	121.75	
		Vendor Subtotal:			121.75	

1000-15-1311-52890	TCM BANK NA VISA	22" Glowstick Necklaces-8 Color Mix		11/14/2023	0	430.32 00026020
1000-15-1311-52890	TCM BANK NA VISA	14" x 12" Custom Metal MPD Badge for		11/14/2023	0	199.00 00025882
			Vendor Subtotal:			629.32
1000-15-1311-61340	WEST PUBLISHING CORPORATION	Clear Web Plus		11/13/2023	0	469.97
1000-15-1311-61340	WEST PUBLISHING CORPORATION	Clear Web Plus		11/13/2023	0	469.97
			Vendor Subtotal:			939.94
1000-15-1311-61520	TCM BANK NA VISA	Delta Air - Airfare Patel		11/14/2023	0	533.20
			Vendor Subtotal:			533.20
1000-15-1311-61660	TCM BANK NA VISA	Layout Design Services		11/14/2023	0	90.00 00025880
			Vendor Subtotal:			90.00
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/29/23		11/13/2023	0	810.80
			Vendor Subtotal:			810.80
1000-15-1311-62530	STERICYCLE INC	Shredding		11/13/2023	0	36.72
			Vendor Subtotal:			36.72
1000-15-1311-64120	TCM BANK NA VISA	Comfort Inn - Lodging Koch		11/14/2023	0	389.48
1000-15-1311-64120	TCM BANK NA VISA	Comfort Inn - Refund		11/14/2023	0	-109.76
			Vendor Subtotal:			279.72
1000-15-1311-64200	IOWA LAW ENFORCEMENT ACADE	Sniper/Observer Rifle School - Koch/Gri		11/13/2023	0	750.00
			Vendor Subtotal:			750.00
1000-15-1311-65100	TCM BANK NA VISA	28" x 21" Large Metal Custom Muscatine		11/14/2023	0	499.00 00025881
1000-15-1311-65100	TCM BANK NA VISA	10 Ft. Straight Tension Custom Fabric Di		11/14/2023	0	483.00 00025880

			Vendor Subtotal:			982.00
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS IN	Copier		11/13/2023	0	65.32
			Vendor Subtotal:			65.32
1000-15-1311-69200	GALLS LLC	Shipping		11/13/2023	0	6.14
			Vendor Subtotal:			6.14
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage		11/14/2023	0	31.25
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage		11/14/2023	0	9.65
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage		11/14/2023	0	7.90
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage		11/14/2023	0	22.55
1000-15-1311-69200	TCM BANK NA VISA	USPS - Postage		11/14/2023	0	17.75
			Vendor Subtotal:			89.10
1000-15-1312-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	3.13
			Vendor Subtotal:			3.13
1000-15-1312-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023		11/14/2023	0	13.78
			Vendor Subtotal:			13.78
1000-15-1315-52890	LELAND LAMP MACHINE SHOP IN	MSORT Robot Repairs		11/13/2023	0	320.00 00025906
			Vendor Subtotal:			320.00
1000-15-1315-52890	AMAZON.COM	Energizer Lithium Battery pack, 12 Batte		11/13/2023	0	155.65 00026021
1000-15-1315-52890	AMAZON.COM	Ronthco Special Ops Tactical Soft Shell J		11/13/2023	0	136.99 00025905
			Vendor Subtotal:			292.64
1000-15-1317-65260	VERIZON WIRELESS	October Cell Phones - HIDTA		11/13/2023	0	168.92

		Vendor Subtotal:			168.92	
1000-20-1321-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	407.16	
		Vendor Subtotal:			407.16	
1000-20-1321-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	181.61	
		Vendor Subtotal:			181.61	
1000-20-1321-51300	STAPLES ADVANTAGE	HP30A - #CF230A Laserjet Black Toner	11/07/2023	0	120.62	00025855
		Vendor Subtotal:			120.62	
1000-20-1321-52830	MENARDS (MUSC)	Cords for Smoke Machines	11/07/2023	0	324.38	00025901
		Vendor Subtotal:			324.38	
1000-20-1321-61560	TMESYS LLC	Prescription - M Collins	11/07/2023	0	363.12	
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	11/07/2023	0	866.25	
		Vendor Subtotal:			1,229.37	
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	11/07/2023	0	28.97	
		Vendor Subtotal:			28.97	
1000-20-1321-64120	TCM BANK NA VISA	Marriott Des Moines - Lodging Ewers	11/14/2023	0	536.48	
1000-20-1321-64120	TCM BANK NA VISA	Hickory Park - Meal Ewers	11/14/2023	0	13.82	
1000-20-1321-64120	TCM BANK NA VISA	The Flying Elbow - Meal Ewers	11/14/2023	0	23.54	
1000-20-1321-64120	TCM BANK NA VISA	Hampton Inn - Lodging Ewers	11/14/2023	0	219.52	
1000-20-1321-64120	TCM BANK NA VISA	Illinois Tollway - Tolls Ewers	11/14/2023	0	11.00	
1000-20-1321-64120	TCM BANK NA VISA	Texas Roadhouse - Meal Hartman	11/14/2023	0	26.74	
1000-20-1321-64120	TCM BANK NA VISA	Applebees - Meal Hartman	11/14/2023	0	21.37	
1000-20-1321-64120	TCM BANK NA VISA	Tasty Tacos West - Meal Hartman	11/14/2023	0	11.94	
1000-20-1321-64120	TCM BANK NA VISA	Element West Des Moines - Lodging Har	11/14/2023	0	372.96	
		Vendor Subtotal:			1,237.37	

1000-20-1321-64200	TCM BANK NA VISA	City of Davenport - Registration Fleming	11/14/2023	0	50.00	
1000-20-1321-64200	TCM BANK NA VISA	City of Davenport - Registration Danielsc	11/14/2023	0	50.00	
		Vendor Subtotal:			100.00	
1000-20-1321-64400	TCM BANK NA VISA	National Emergency Train - Meal Ticket	11/14/2023	0	347.84	
		Vendor Subtotal:			347.84	
1000-20-1321-64400	BEN BARRETT	Reimb NFA Meal Ticket	11/13/2023	0	347.84	
		Vendor Subtotal:			347.84	
1000-20-1321-64700	DAVID HARRIS	Leadership Training - Verschoore	11/13/2023	0	1,050.00	
		Vendor Subtotal:			1,050.00	
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	FF2 - D Hotz	11/07/2023	0	50.00	
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - M Fleming	11/07/2023	0	50.00	
		Vendor Subtotal:			100.00	
1000-25-1115-61520	HY-VEE	Flu Shot Clinic	11/13/2023	0	624.00	00025815
		Vendor Subtotal:			624.00	
1000-25-1411-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	3.13	
		Vendor Subtotal:			3.13	
1000-25-1411-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	16.38	
		Vendor Subtotal:			16.38	
1000-25-1411-52750	MENARDS (MUSC)	Hex Bolt/WD 40	11/13/2023	0	54.30	
		Vendor Subtotal:			54.30	

1000-25-1411-52830	MENARDS (MUSC)	Bushing Set		11/13/2023	0	26.98
1000-25-1411-52830	MENARDS (MUSC)	Palm Router		11/13/2023	0	14.99
			Vendor Subtotal:			41.97
1000-25-1411-52830	SINCLAIR	Replacement File		11/13/2023	0	13.00
			Vendor Subtotal:			13.00
1000-25-1411-53110	MENARDS (MUSC)	Hex Bolt/Post Sleeve		11/13/2023	0	86.82
			Vendor Subtotal:			86.82
1000-25-1411-53130	MENARDS (MUSC)	Flapper Kit		11/13/2023	0	15.98
			Vendor Subtotal:			15.98
1000-25-1411-53220	MENARDS (MUSC)	Washer/Hex Nut/Bolt		11/13/2023	0	60.12
			Vendor Subtotal:			60.12
1000-25-1411-53330	CR LANDSCAPING	Concrete		11/13/2023	0	480.00 00025864
1000-25-1411-53330	CR LANDSCAPING	Surcharge		11/13/2023	0	225.00
1000-25-1411-53330	CR LANDSCAPING	Yards of Concrete		11/13/2023	0	990.70 00025679
1000-25-1411-53330	CR LANDSCAPING	Detention Pay		11/13/2023	0	287.50
			Vendor Subtotal:			1,983.20
1000-25-1411-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Greenwood		11/13/2023	0	12.60
			Vendor Subtotal:			12.60
1000-25-1421-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	29.88
			Vendor Subtotal:			29.88
1000-25-1421-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	37.60

		Vendor Subtotal:			37.60
1000-25-1423-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023		11/14/2023	0	24.12
		Vendor Subtotal:			24.12
1000-25-1423-46600	RELIANCE STANDARD LIFE INS COLTD November 2023		11/14/2023	0	14.23
1000-25-1423-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023		11/14/2023	0	61.73
		Vendor Subtotal:			75.96
1000-25-1423-51100	MARK A DIERCKS	Duplicate Keys	11/13/2023	0	16.00
		Vendor Subtotal:			16.00
1000-25-1423-51100	MENARDS (MUSC)	Vacuum	11/13/2023	0	89.99
		Vendor Subtotal:			89.99
1000-25-1423-52740	MUSCATINE LAWN & POWER	Oil	11/13/2023	0	44.94
		Vendor Subtotal:			44.94
1000-25-1423-52750	NAPA OF MUSCATINE	Anitfreeze	11/13/2023	0	12.59
		Vendor Subtotal:			12.59
1000-25-1423-52830	MENARDS (MUSC)	Hitch Ball	11/13/2023	0	76.48
1000-25-1423-52830	MENARDS (MUSC)	Heater	11/13/2023	0	99.96
		Vendor Subtotal:			176.44
1000-25-1423-52830	TCM BANK NA VISA	Harbor Freight - Tools	11/14/2023	0	79.99
		Vendor Subtotal:			79.99
1000-25-1423-52860	TCM BANK NA VISA	Shared Sidewalk Bikes Yield	11/14/2023	0	147.80 00025692

1000-25-1423-52860	TCM BANK NA VISA	Shipping	11/14/2023	0	21.70	00025692
1000-25-1423-52860	TCM BANK NA VISA	Shipping	11/14/2023	0	11.87	
1000-25-1423-52860	TCM BANK NA VISA	RoadTraffic Signs - Refund	11/14/2023	0	-11.87	
		Vendor Subtotal:			169.50	
1000-25-1423-53110	FASTENAL COMPANY	Hardware	11/13/2023	0	55.43	
		Vendor Subtotal:			55.43	
1000-25-1423-53110	MUSCATINE LUMBER	Plywood	11/13/2023	0	79.46	
		Vendor Subtotal:			79.46	
1000-25-1423-53110	TCM BANK NA VISA	Farm & Fleet - Supplies	11/14/2023	0	62.08	
		Vendor Subtotal:			62.08	
1000-25-1423-53130	HEMPEL PIPE & SUPPLY INC	Blind Flange/Rubber Gasket	11/13/2023	0	74.53	
		Vendor Subtotal:			74.53	
1000-25-1423-53130	KIRK BUTCHER PLBG-HTG INC	Auger Riverfront Restrooms	11/13/2023	0	300.00	00025894
		Vendor Subtotal:			300.00	
1000-25-1423-53130	NELSON ELECTRIC INC	Anchor Plate for Bollard Light	11/13/2023	0	197.11	00025849
		Vendor Subtotal:			197.11	
1000-25-1423-53140	MENARDS (MUSC)	Degreaser/Spray Paint	11/13/2023	0	62.79	
		Vendor Subtotal:			62.79	
1000-25-1423-53220	MUSCATINE LAWN & POWER	Hydro Fluid	11/13/2023	0	34.65	
1000-25-1423-53220	MUSCATINE LAWN & POWER	Filters for 96" Toro mower	11/13/2023	0	150.89	00025982
		Vendor Subtotal:			185.54	

1000-25-1423-53220	NAPA OF MUSCATINE	Filters		11/13/2023	0	76.07
			Vendor Subtotal:			76.07
1000-25-1423-53220	SINCLAIR	Chain Loop		11/13/2023	0	80.97
			Vendor Subtotal:			80.97
1000-25-1423-62120	FREERS & SONS TREE SERVICE	Drop 2 Oak Trees South of Shelter at Oak		11/13/2023	0	400.00 00025891
			Vendor Subtotal:			400.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park		11/13/2023	0	9.10
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park		11/13/2023	0	9.10
			Vendor Subtotal:			18.20
1000-25-1423-64200	MUSCATINE COUNTY EXTENSION	ROW/Aquatic/Forest CE - Strong/Baker		11/13/2023	0	140.00
			Vendor Subtotal:			140.00
1000-25-1423-64200	TCM BANK NA VISA	Iowa Park & Rec Asso - Registrations		11/14/2023	0	175.00
			Vendor Subtotal:			175.00
1000-25-1423-64200	DAVID HARRIS	Leadership Training - Baker		11/13/2023	0	1,050.00
			Vendor Subtotal:			1,050.00
1000-25-1423-65275	VERIZON WIRELESS	October Phones		11/13/2023	0	40.01
			Vendor Subtotal:			40.01
1000-25-1423-67150	EMAG MUSCATINE FD LLC	Spord Glass		11/13/2023	0	90.10
			Vendor Subtotal:			90.10

1000-25-1423-67340	GERARDY OUTDOOR POWER	Diagnostic Services		11/13/2023	0	240.00 00025400
			Vendor Subtotal:			240.00
1000-25-1424-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	8.32
			Vendor Subtotal:			8.32
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	7.75
1000-25-1424-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023		11/14/2023	0	8.19
			Vendor Subtotal:			15.94
1000-25-1424-52400	AMAZON.COM	Bathroom Roll Dispenser/Paper Dispense		11/13/2023	0	91.95
			Vendor Subtotal:			91.95
1000-25-1424-52730	SPRATT OIL SALES	Red-Dye Diesel		11/13/2023	0	632.70 00025831
			Vendor Subtotal:			632.70
1000-25-1424-52750	MENARDS (MUSC)	Antifreeze		11/13/2023	0	29.94
			Vendor Subtotal:			29.94
1000-25-1424-53120	TCM BANK NA VISA	Ebay - Lamp Holder Socket		11/14/2023	0	12.82
			Vendor Subtotal:			12.82
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Hydraulic Filter		11/13/2023	0	46.74
			Vendor Subtotal:			46.74
1000-25-1427-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	8.32
			Vendor Subtotal:			8.32
1000-25-1427-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	7.75

1000-25-1427-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023		11/14/2023	0	8.19	
		Vendor Subtotal:			15.94	
1000-25-1427-52750	MENARDS (MUSC)	Anitfreeze	11/13/2023	0	16.80	
		Vendor Subtotal:			16.80	
1000-25-1427-52890	MARK A DIERCKS	Regular Shank Padlocks- Soccer 3918	11/13/2023	0	102.00	00025784
1000-25-1427-52890	MARK A DIERCKS	Regular Shank Padlocks- KS 2917	11/13/2023	0	102.00	00025784
		Vendor Subtotal:			204.00	
1000-25-1427-53110	MENARDS (MUSC)	Contractor Bags/Bushing/Nipple	11/13/2023	0	93.36	
		Vendor Subtotal:			93.36	
1000-25-1427-53110	AMAZON.COM	Steel Key Safe Cabinet	11/13/2023	0	89.99	
		Vendor Subtotal:			89.99	
1000-25-1427-53130	TCM BANK NA VISA	Farm & Fleet - Plumbing	11/14/2023	0	17.28	
		Vendor Subtotal:			17.28	
1000-25-1427-53130	LANDMARK IRRIGATION	Valve 58609786	11/13/2023	0	162.40	00025918
1000-25-1427-53130	LANDMARK IRRIGATION	Shipping	11/13/2023	0	20.00	00025918
1000-25-1427-53130	LANDMARK IRRIGATION	Shipping	11/13/2023	0	7.94	
		Vendor Subtotal:			190.34	
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Hydraulic Hose/Fittings Repair- 4 Hoses	11/13/2023	0	125.82	00025258
		Vendor Subtotal:			125.82	
1000-25-1427-53220	MENARDS (MUSC)	Stacker Box	11/13/2023	0	84.95	
		Vendor Subtotal:			84.95	

1000-25-1427-53220	SINCLAIR	Stud		11/13/2023	0	21.51
			Vendor Subtotal:			21.51
1000-25-1427-53220	TCM BANK NA VISA	Ebay - Supplies		11/14/2023	0	97.98
			Vendor Subtotal:			97.98
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer		11/13/2023	0	22.94
			Vendor Subtotal:			22.94
1000-25-1427-65210	VERIZON WIRELESS	October Cell Phones		11/13/2023	0	40.01
			Vendor Subtotal:			40.01
1000-25-1431-52810	BERLINS PRO SHOP	T Shirts		11/13/2023	0	75.40
			Vendor Subtotal:			75.40
1000-25-1431-52810	TCM BANK NA VISA	Bulk 50 Pc. Color Your Own Halloween		11/14/2023	0	14.90 00025673
1000-25-1431-52810	TCM BANK NA VISA	Bulk Halloween Bracelet Kit		11/14/2023	0	111.95 00025673
1000-25-1431-52810	TCM BANK NA VISA	Bulk Set of 50 Color Your Own Hallowe		11/14/2023	0	59.95 00025673
1000-25-1431-52810	TCM BANK NA VISA	Bulk Halloween Magnet Craft Kit Assort		11/14/2023	0	139.98 00025673
1000-25-1431-52810	TCM BANK NA VISA	Bulk Fabulous Foam Happy Halloween S		11/14/2023	0	19.18 00025673
1000-25-1431-52810	TCM BANK NA VISA	Trunk or Treat prizes		11/14/2023	0	100.78 00025828
1000-25-1431-52810	TCM BANK NA VISA	Trunk or Treat prizes		11/14/2023	0	9.95
			Vendor Subtotal:			456.69
1000-25-1431-65100	TCM BANK NA VISA	Meta - Advertising		11/14/2023	0	15.69
1000-25-1431-65100	TCM BANK NA VISA	Meta - Advertising		11/14/2023	0	1.87
1000-25-1431-65100	TCM BANK NA VISA	Meta - Advertising		11/14/2023	0	1.18
			Vendor Subtotal:			18.74
1000-25-1432-52250	ACCO UNLIMITED CORP	Liquid Chlorinating Solution		11/13/2023	0	567.80
1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Acid		11/13/2023	0	328.00 00025143
1000-25-1432-52250	ACCO UNLIMITED CORP	Shipping		11/13/2023	0	35.00 00025143

1000-25-1432-52250	ACCO UNLIMITED CORP	Gallons of Acid		11/13/2023	0	50.00
			Vendor Subtotal:			980.80
1000-25-1432-52810	TCM BANK NA VISA	Wal-Mart - Rec Supplies		11/14/2023	0	82.05
			Vendor Subtotal:			82.05
1000-25-1432-53130	MENARDS (MUSC)	Antifreeze		11/13/2023	0	33.60
			Vendor Subtotal:			33.60
1000-25-1432-65100	TCM BANK NA VISA	Meta - Advertising		11/14/2023	0	35.00
			Vendor Subtotal:			35.00
1000-25-1432-65210	MUSCATINE POWER & WATER	October Phones - Weed Park		11/13/2023	0	71.27
			Vendor Subtotal:			71.27
1000-30-1511-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	72.88
			Vendor Subtotal:			72.88
1000-30-1511-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	104.97
			Vendor Subtotal:			104.97
1000-30-1511-51300	AMAZON.COM	CF413A HP #410A Magenta Toner Cartr		11/14/2023	0	132.99 00026034
1000-30-1511-51300	AMAZON.COM	CF360A HP #508A Black Toner Cartridg		11/14/2023	0	118.00 00026034
			Vendor Subtotal:			250.99
1000-30-1511-51300	SOURCE NOW LLC	CF226A HP #26A Black Toner Cartridge		11/14/2023	0	370.44 00026014
			Vendor Subtotal:			370.44
1000-30-1511-52890	AMAZON.COM	Staples		11/13/2023	0	10.63

		Vendor Subtotal:				10.63
1000-30-1511-52890	TCM BANK NA VISA	Des Moines Stamp - Notary Stamp	11/14/2023	0	33.00	
		Vendor Subtotal:				33.00
1000-30-1511-61340	TCM BANK NA VISA	Zoom - Monthly Fee	11/14/2023	0	55.99	
1000-30-1511-61340	TCM BANK NA VISA	Mailchimp - E Newsletter Fee	11/14/2023	0	100.00	
1000-30-1511-61340	TCM BANK NA VISA	Big Imprint - Website Monthly	11/14/2023	0	116.00	
1000-30-1511-61340	TCM BANK NA VISA	Siteground - Intranet - Hosting	11/14/2023	0	237.87	
		Vendor Subtotal:				509.86
1000-30-1511-61660	UNIQUE MANAGEMENT SERVICES	Collection Agency Fee	11/13/2023	0	174.75	
		Vendor Subtotal:				174.75
1000-30-1511-62370	SIGN PRO	12" X 72" 12 Mil Sintra Sign - Informatic	11/13/2023	0	420.00	00025807
1000-30-1511-62370	SIGN PRO	8.5" X 11" Desk Sign with 1" base Qty. 3	11/13/2023	0	84.00	00025807
1000-30-1511-62370	SIGN PRO	Name Plates - Library	11/13/2023	0	24.00	
		Vendor Subtotal:				528.00
1000-30-1511-62460	AMAZON.COM	Toy Wheels Motor Kits	11/13/2023	0	83.32	
1000-30-1511-62460	AMAZON.COM	Glue/Beads/Glitter Eyes	11/13/2023	0	25.26	
		Vendor Subtotal:				108.58
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Movie Trivia Night	11/14/2023	0	52.02	
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee - Adult Book Club	11/14/2023	0	5.99	
1000-30-1511-62460	TCM BANK NA VISA	Wal-Mart - Spooky Stories Event	11/14/2023	0	29.09	
1000-30-1511-62460	TCM BANK NA VISA	Hy-Vee - Sparkplugs	11/14/2023	0	33.24	
1000-30-1511-62460	TCM BANK NA VISA	JoAnn's - Mother/Daughter Book	11/14/2023	0	17.33	
		Vendor Subtotal:				137.67
1000-30-1511-62460	ANDREA MARTINEZ	Program Fees - Sheep Plucks	11/07/2023	0	150.00	

		Vendor Subtotal:			150.00
1000-30-1511-62460	KATIE ROQUET	Program Fees - Mother/Daughter Book C	11/07/2023	0	12.46
		Vendor Subtotal:			12.46
1000-30-1511-65100	TCM BANK NA VISA	Facebook - Advertising	11/14/2023	0	34.00
		Vendor Subtotal:			34.00
1000-30-1511-65240	VERIZON WIRELESS	Remote Hotspots	11/07/2023	0	40.01
		Vendor Subtotal:			40.01
1000-30-1511-65240	T-MOBILE	Remote Hotspot	11/07/2023	0	89.25
		Vendor Subtotal:			89.25
1000-30-1511-69200	TCM BANK NA VISA	USPS - Postage	11/14/2023	0	14.59
		Vendor Subtotal:			14.59
1000-30-1511-74500	TCM BANK NA VISA	Wall Street Journal - Newspaper Fee	11/14/2023	0	60.49
		Vendor Subtotal:			60.49
1000-35-1521-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	41.51
		Vendor Subtotal:			41.51
1000-35-1521-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	59.67
		Vendor Subtotal:			59.67
1000-35-1521-51100	AMAZON.COM	Mailing Labels	11/13/2023	0	20.00
1000-35-1521-51100	AMAZON.COM	Sheet Protectors/Shipping Labels	11/13/2023	0	79.40

		Vendor Subtotal:			99.40
1000-35-1521-52600	VIRGINIA COOPER	Reimb Food	11/13/2023	0	20.24
1000-35-1521-52600	VIRGINIA COOPER	Reimb Food	11/13/2023	0	31.15
		Vendor Subtotal:			51.39
1000-35-1521-52600	TCM BANK NA VISA	A Guy and A Grill - Food for Lord Visit	11/14/2023	0	140.80
1000-35-1521-52600	TCM BANK NA VISA	Wal-Mart - Food for Lord Visit	11/14/2023	0	40.60
1000-35-1521-52600	TCM BANK NA VISA	Target - Food for Lord Visit	11/14/2023	0	21.21
		Vendor Subtotal:			202.61
1000-35-1521-52820	AMAZON.COM	Silicone Mold	11/13/2023	0	26.93
		Vendor Subtotal:			26.93
1000-35-1521-52820	TCM BANK NA VISA	Wal-Mart - Candy for Pinatas/Push Pins	11/14/2023	0	40.84
1000-35-1521-52820	TCM BANK NA VISA	Dollar Tree - Plastic Frames	11/14/2023	0	47.49
		Vendor Subtotal:			88.33
1000-35-1521-52890	AMAZON.COM	Mouse Sticky Traps	11/13/2023	0	29.98
		Vendor Subtotal:			29.98
1000-35-1521-52890	TCM BANK NA VISA	Blue/Gray Short Lid Boxes - 20 x 24 x 3	11/14/2023	0	266.00 00025827
1000-35-1521-52890	TCM BANK NA VISA	Blue/Gray Short Lid Boxes - 16 x 20 x 3.	11/14/2023	0	188.00 00025827
1000-35-1521-52890	TCM BANK NA VISA	Blue/Gray Short Lid Boxes - 16 x 20 x 3.	11/14/2023	0	13.62
		Vendor Subtotal:			467.62
1000-35-1521-61640	VADA BAKER	Teaching Fee Class ID 7160	11/13/2023	0	75.00
		Vendor Subtotal:			75.00
1000-35-1521-61640	JULIE LEAR	Teaching Fee Class ID 7165	11/13/2023	0	50.00
1000-35-1521-61640	JULIE LEAR	Teaching Fee Class ID 7167	11/13/2023	0	50.00

		Vendor Subtotal:				100.00
1000-35-1521-61640	HEATHER MICHELE SEIBEL	Teaching Fee Class ID 7168	11/13/2023	0		75.00
		Vendor Subtotal:				75.00
1000-35-1521-62370	GORDON FLESCH COMPANY	Copies	11/13/2023	0		80.10
		Vendor Subtotal:				80.10
1000-35-1521-64500	LYNN BARTENHAGEN	Reimb October Mileage	11/13/2023	0		13.27
		Vendor Subtotal:				13.27
1000-35-1521-64500	KATY LOOS	Reimb October Mileage	11/13/2023	0		75.04
		Vendor Subtotal:				75.04
1000-35-1521-64500	STEVEN HAMMANN	Reimb October Mileage	11/13/2023	0		11.48
		Vendor Subtotal:				11.48
1000-35-1521-69400	ASKART	Subscription	11/13/2023	0		395.00
		Vendor Subtotal:				395.00
1000-35-1521-74200	NEAL'S VACUUM & SEWING CENTI	90406AM - Sebo G4 Vacuum Cleaner	11/13/2023	0		649.00 00025889
		Vendor Subtotal:				649.00
1000-40-1151-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0		24.27
		Vendor Subtotal:				24.27
1000-40-1151-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0		17.13
		Vendor Subtotal:				17.13

1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	11/13/2023	0	23.88	
		Vendor Subtotal:			23.88	
1000-40-1151-52400	AMAZON.COM	Elkay 51300C - 3 pk WaterSentry Plus R	11/07/2023	0	191.33	00025922
1000-40-1151-52400	AMAZON.COM	Elkay 51300C - 3 pk WaterSentry Plus R	11/07/2023	0	16.64	
		Vendor Subtotal:			207.97	
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel	11/14/2023	0	99.77	
1000-40-1151-52720	TCM BANK NA VISA	Kum & Go - Fuel	11/14/2023	0	69.26	
		Vendor Subtotal:			169.03	
1000-40-1151-52740	ARNOLD MOTOR SUPPLY	Oil	11/07/2023	0	41.88	
		Vendor Subtotal:			41.88	
1000-40-1151-52830	AMAZON.COM	Gutter Cleaning Tool	11/13/2023	0	26.98	
		Vendor Subtotal:			26.98	
1000-40-1151-52890	JOHNSTONE SUPPLY	Interlock Switch	11/07/2023	0	24.30	
		Vendor Subtotal:			24.30	
1000-40-1151-52890	SMITH SALES & SERVICE	Skid Bar	11/07/2023	0	46.90	
		Vendor Subtotal:			46.90	
1000-40-1151-53120	PLUMB SUPPLY COMPANY	Run Cap	11/07/2023	0	12.78	
		Vendor Subtotal:			12.78	
1000-40-1151-53120	VAN METER INDUSTRIAL INC	230839 Phil F21T5/841 Fluor Lamp	11/13/2023	0	275.68	00025802
1000-40-1151-53120	VAN METER INDUSTRIAL INC	290833 Phil F54T5/841/HO 54W T5	11/13/2023	0	275.68	00025804
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Lampholder	11/13/2023	0	75.17	

		Vendor Subtotal:				626.53
1000-40-1151-53130	BAVCO	009M2-VT200	11/13/2023	0	362.00	00025733
1000-40-1151-53130	BAVCO	009M2-RT2000	11/13/2023	0	128.00	00025733
1000-40-1151-53130	BAVCO	LF909-RT075	11/14/2023	0	191.80	00025977
1000-40-1151-53130	BAVCO	LF909-RT125	11/14/2023	0	296.00	00025977
1000-40-1151-53130	BAVCO	Freight	11/14/2023	0	23.15	
		Vendor Subtotal:				1,000.95
1000-40-1151-62120	FREERS & SONS TREE SERVICE	Remove Tree from Property	11/07/2023	0	300.00	00025803
1000-40-1151-62120	FREERS & SONS TREE SERVICE	Cut Down Tree at Art Center	11/07/2023	0	300.00	00025803
		Vendor Subtotal:				600.00
1000-40-1151-65310	ALLIANT ENERGY	September Gas - Art Center	11/07/2023	0	648.37	
		Vendor Subtotal:				648.37
1000-40-1151-67330	IOWA DIVISION OF LABOR	Boiler Permits	11/13/2023	0	280.00	
		Vendor Subtotal:				280.00
1000-40-1151-67330	MIDWEST ALARM SERVICES	Sprinkler Inspection	11/13/2023	0	192.00	
		Vendor Subtotal:				192.00
1000-40-1611-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	31.94	
		Vendor Subtotal:				31.94
1000-40-1611-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	44.76	
		Vendor Subtotal:				44.76
1000-40-1611-61420	BOLTON & MENK INC	General Engineering Services	11/07/2023	0	825.00	

		Vendor Subtotal:			825.00
1000-40-1611-64200	TCM BANK NA VISA	ISWEP - Class Hopking/Whitlow	11/14/2023	0	90.00
1000-40-1611-64200	TCM BANK NA VISA	Iowa State University - Registration Hopl	11/14/2023	0	220.00
1000-40-1611-64200	TCM BANK NA VISA	ICPA/IRMCA - Paving Class Hopkins/W	11/14/2023	0	207.00
		Vendor Subtotal:			517.00
1000-40-1611-64700	DAVID HARRIS	Leadership Training - Coon	11/13/2023	0	1,050.00
		Vendor Subtotal:			1,050.00
1000-40-1611-65275	VERIZON WIRELESS	October I-Pads	11/07/2023	0	160.00
		Vendor Subtotal:			160.00
1000-40-1621-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	50.72
		Vendor Subtotal:			50.72
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	20.27
1000-40-1621-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	157.92
		Vendor Subtotal:			178.19
1000-40-1621-52300	JASON KRUSE	Reimb Shoes - J Kruse	11/07/2023	0	104.84
		Vendor Subtotal:			104.84
1000-40-1621-52720	PHILLIPS BROS RENTALS INC	Chainsaw Fuel	11/13/2023	0	71.93
		Vendor Subtotal:			71.93
1000-40-1621-52720	SMITH SALES & SERVICE	Chainsaw Fuel	11/13/2023	0	80.00
		Vendor Subtotal:			80.00

1000-40-1621-52890	MENARDS (MUSC)	Caullk		11/13/2023	0	9.87
1000-40-1621-52890	MENARDS (MUSC)	Screws		11/14/2023	0	4.97
			Vendor Subtotal:			14.84
1000-40-1621-53310	ALLIANT ENERGY	October Gas - Lower Lot		11/07/2023	0	33.53
			Vendor Subtotal:			33.53
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix		11/07/2023	0	1,186.50 00025799
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix		11/07/2023	0	364.35
			Vendor Subtotal:			1,550.85
1000-40-1621-62260	PS3 Enterprises Inc.	Temp Sanitation		11/13/2023	0	95.00
			Vendor Subtotal:			95.00
1000-40-1621-65275	VERIZON WIRELESS	October I-Pads		11/07/2023	0	120.08
			Vendor Subtotal:			120.08
1000-40-1621-65310	ALLIANT ENERGY	October Gas - PW		11/07/2023	0	38.39
1000-40-1621-65310	ALLIANT ENERGY	October Gas - PW		11/07/2023	0	41.27
1000-40-1621-65310	ALLIANT ENERGY	October Gas - Morgan		11/07/2023	0	54.84
1000-40-1621-65310	ALLIANT ENERGY	October Gas - PW		11/07/2023	0	61.96
			Vendor Subtotal:			196.46
1000-40-1621-68300	MUSCATINE POWER & WATER	QTRLY Magic		11/14/2023	0	6,876.67
			Vendor Subtotal:			6,876.67
1000-40-1622-64200	TCM BANK NA VISA	Iowa State University - Workshop (4)		11/14/2023	0	300.00
			Vendor Subtotal:			300.00
1000-40-1623-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	5.94

		Vendor Subtotal:			5.94	
1000-40-1623-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	29.81	
		Vendor Subtotal:			29.81	
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 10/22/23	11/07/2023	0	1,354.68	
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employees Week Ending 10/29/23	11/13/2023	0	1,845.94	
		Vendor Subtotal:			3,200.62	
1000-40-1624-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	3.13	
		Vendor Subtotal:			3.13	
1000-40-1624-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	16.38	
		Vendor Subtotal:			16.38	
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Street Marker - McArthur St 42x8	11/07/2023	0	95.60	00025664
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Street Marker - Stonebrook Dr 30x6	11/07/2023	0	102.00	00025664
1000-40-1624-52860	IOWA PRISON INDUSTRIES	No Passing Zone 48x64x64 Black on Yel	11/07/2023	0	110.70	00025664
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Right Lane Only - 18x24 - Black/White I	11/07/2023	0	116.99	00025664
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Street Marker - Sterling Woods Ct 42x8	11/07/2023	0	95.60	00025664
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Street Marker - Wildwood Lane 30x6	11/07/2023	0	51.00	00025664
1000-40-1624-52860	IOWA PRISON INDUSTRIES	Freight	11/07/2023	0	68.20	
		Vendor Subtotal:			640.09	
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	October Power - Hwy 61 & University	11/13/2023	0	134.03	
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	October Power - 38 & Bidwell	11/13/2023	0	53.08	
		Vendor Subtotal:			187.11	
1000-40-1641-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	27.93	
		Vendor Subtotal:			27.93	

1000-40-1641-46600	RELIANCE STANDARD LIFE INS COLTD	November 2023		11/14/2023	0	33.69
			Vendor Subtotal:			33.69
1000-40-1641-62370	GORDON FLESCH COMPANY	Copies		11/13/2023	0	58.00
			Vendor Subtotal:			58.00
			Subtotal for FUND: 1000			111,184.69
3981-30-3981-51400	TCM BANK NA VISA	Wal-Mart - Program Fees		11/14/2023	0	88.00
			Vendor Subtotal:			88.00
3981-30-3981-52890	TCM BANK NA VISA	Eco-Friendly Recycable Tote Bags Quant		11/14/2023	0	145.49 00025516
			Vendor Subtotal:			145.49
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Archived Storage		11/14/2023	0	0.95
3981-30-3983-61340	TCM BANK NA VISA	Boxcast - Monthly Streaming		11/14/2023	0	219.00
3981-30-3983-61340	TCM BANK NA VISA	Apple - Storage Fee		11/14/2023	0	2.99
			Vendor Subtotal:			222.94
			Subtotal for FUND: 3981			456.43
3991-35-3991-52890	AMAZON.COM	Sheet Protectors		11/13/2023	0	97.48
			Vendor Subtotal:			97.48
			Subtotal for FUND: 3991			97.48
4166-40-4166-61420	BOLTON & MENK INC	Park Ave Project Close Out		11/13/2023	0	4,498.00
			Vendor Subtotal:			4,498.00
			Subtotal for FUND: 4166			4,498.00

4187-40-4187-61420	VEENSTRA & KIMM INC	Lakepark Bridge Deck Repairs	11/13/2023	0	6,187.50
		Vendor Subtotal:			6,187.50
		Subtotal for FUND: 4187			6,187.50
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Reconstruction	11/13/2023	0	3,632.00
		Vendor Subtotal:			3,632.00
4195-40-4197-73200	HEUER CONSTRUCTION	Grandview Pay App #47	11/13/2023	0	5,180.00
		Vendor Subtotal:			5,180.00
4195-40-4199-61420	BOLTON & MENK INC	Carver Corner Roundabout	11/13/2023	0	6,886.60
		Vendor Subtotal:			6,886.60
		Subtotal for FUND: 4195			15,698.60
4205-50-4205-61420	VEENSTRA & KIMM INC	Replacement UV Disinfection System Pr	11/13/2023	0	1,971.25
		Vendor Subtotal:			1,971.25
		Subtotal for FUND: 4205			1,971.25
4276-40-4276-61420	STANLEY CONSULTANTS INC	WH Phase 5 Engineering	11/13/2023	0	4,500.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	WH Phase 6 Engineering	11/13/2023	0	117,400.00
		Vendor Subtotal:			121,900.00
4276-40-4276-61430	STEVE DALBEY	Inspection Services - 10/23/23 - 11/5/23	11/13/2023	0	2,553.78
		Vendor Subtotal:			2,553.78
4276-40-4276-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice - SRF Loan	11/13/2023	0	55.75

		Vendor Subtotal:			55.75	
4276-40-4276-65310	ALLIANT ENERGY	Final Bill - 891 W 8th St	11/07/2023	0	4.84	
		Vendor Subtotal:			4.84	
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill 5B Pay App #41	11/13/2023	0	45,164.38	
		Vendor Subtotal:			45,164.38	
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6a/b Pay App #9	11/13/2023	0	142,071.16	
		Vendor Subtotal:			142,071.16	
		Subtotal for FUND: 4276			311,749.91	
4490-25-4490-73900	BOLAND RECREATION INC	Oak Park/Eversmeyer Park Playground P	11/13/2023	0	32,500.00	00025113
4490-25-4490-73900	BOLAND RECREATION INC	Oak Park/Eversmeyer Park Playground P	11/13/2023	0	25.00	
		Vendor Subtotal:			32,525.00	
		Subtotal for FUND: 4490			32,525.00	
4638-15-4638-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - Law Enforcement Traini	11/14/2023	0	461.50	
		Vendor Subtotal:			461.50	
		Subtotal for FUND: 4638			461.50	
4658-40-4658-73700	BMW BUILDERS II	Fire Dept Kitchen Wall Demo W.O.#202	11/13/2023	0	2,800.00	00025734
		Vendor Subtotal:			2,800.00	
		Subtotal for FUND: 4658			2,800.00	
4838-35-4838-61660	EDWARDS CREATIVE	(2) 36" x 24" x 4' H; Mounted Alupanel o	11/13/2023	0	2,800.00	00025380

		Vendor Subtotal:			2,800.00	
4838-35-4838-61660	AUNT RHODIES	Japanese Garden Rehab	11/13/2023	0	26,136.00	
4838-35-4838-61660	AUNT RHODIES	Hoses/Timers/Sprinkler Stands	11/14/2023	0	440.00	
		Vendor Subtotal:			26,576.00	
4838-35-4838-73900	SIGN PRO	5" x 8" Aluminum Yard Signs with Stake	11/13/2023	0	272.00	00025964
		Vendor Subtotal:			272.00	
		Subtotal for FUND: 4838			29,648.00	
4839-35-4839-73900	NATHAN PIERCE	Zenith Sculpture Final Payment	11/07/2023	0	15,718.00	
		Vendor Subtotal:			15,718.00	
		Subtotal for FUND: 4839			15,718.00	
5211-40-5211-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	14.88	
		Vendor Subtotal:			14.88	
5211-40-5211-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	17.12	
		Vendor Subtotal:			17.12	
5211-40-5211-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control for Buses	11/07/2023	0	495.00	00025940
		Vendor Subtotal:			495.00	
5211-40-5211-65100	ICAN	Advertising	11/07/2023	0	432.00	
		Vendor Subtotal:			432.00	
5211-40-5211-65310	ALLIANT ENERGY	October Gas - Transit	11/07/2023	0	16.45	
5211-40-5211-65310	ALLIANT ENERGY	October Gas - Transit	11/07/2023	0	26.56	

5211-40-5211-65310	ALLIANT ENERGY	October Gas - Transit	11/07/2023	0	17.69	
		Vendor Subtotal:			60.70	
		Subtotal for FUND: 5211			1,019.70	
5311-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Life Insurance	10/27/2023	0	0.09	
		Vendor Subtotal:			0.09	
5311-05-5311-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	6.23	
		Vendor Subtotal:			6.23	
5311-05-5311-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	8.09	
5311-05-5311-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	5.58	
		Vendor Subtotal:			13.67	
5311-05-5311-51100	AMAZON.COM	Metal Letter Opener - Qty 2	11/13/2023	0	4.24	00025958
5311-05-5311-51100	AMAZON.COM	Assorted Letter Size Legal Pads	11/13/2023	0	15.72	00025958
		Vendor Subtotal:			19.96	
5311-05-5311-52890	POM INCORPORATED	#300-756 Battery Pack 6V AA Alkaline (	11/13/2023	0	349.00	00025972
		Vendor Subtotal:			349.00	
		Subtotal for FUND: 5311			388.95	
5451-25-5451-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	18.13	
		Vendor Subtotal:			18.13	
5451-25-5451-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	15.95	
5451-25-5451-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	17.21	
		Vendor Subtotal:			33.16	

5451-25-5451-52250	MIDWEST TURF SUPPORT	Soil Samples		11/13/2023	0	150.00 00025938
			Vendor Subtotal:			150.00
5451-25-5451-52250	CENTRAL TURF AGRONOMY	Retain Pellets		11/13/2023	0	200.00 00025451
5451-25-5451-52250	CENTRAL TURF AGRONOMY	Maxiplex Pellets		11/13/2023	0	100.00 00025451
			Vendor Subtotal:			300.00
5451-25-5451-52890	WALT LAMBACH-FIRE PROTECTIO	CO2		11/13/2023	0	55.00
			Vendor Subtotal:			55.00
5451-25-5451-53130	MENARDS (MUSC)	Male Adapter/Ball Valve/Rubber Pipe		11/13/2023	0	38.35
			Vendor Subtotal:			38.35
5451-25-5451-53220	MENARDS (MUSC)	Brush/Hex Bolt/P Trap		11/13/2023	0	34.34
			Vendor Subtotal:			34.34
5451-25-5451-53220	NAPA OF MUSCATINE	Battery Terminal		11/13/2023	0	8.99
			Vendor Subtotal:			8.99
5451-25-5451-53220	VAN WALL GOLF	Shipping		11/13/2023	0	30.00 00024788
5451-25-5451-53220	VAN WALL GOLF	Buffers for Wiedeman		11/13/2023	0	240.00 00024788
5451-25-5451-53220	VAN WALL GOLF	Belts		11/13/2023	0	204.18
5451-25-5451-53220	VAN WALL GOLF	Shipping		11/13/2023	0	29.15 00025937
5451-25-5451-53220	VAN WALL GOLF	John Deere Mower Parts		11/13/2023	0	342.88 00025937
			Vendor Subtotal:			846.21
5451-25-5451-63300	CULLIGAN INC	Salt		11/13/2023	0	20.45
			Vendor Subtotal:			20.45
5451-25-5451-65310	ALLIANT ENERGY	October Gas - Golf		11/13/2023	0	39.04

5451-25-5451-65310	ALLIANT ENERGY	October Gas - Golf		11/13/2023	0	98.24
			Vendor Subtotal:			137.28
5451-25-5451-69400	GCSAA	Membership		11/13/2023	0	465.00
			Vendor Subtotal:			465.00
5451-25-5452-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	15.50
			Vendor Subtotal:			15.50
5451-25-5452-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	17.90
			Vendor Subtotal:			17.90
5451-25-5452-52810	CALLAWAY GOLF COMPANY	Dozen Range Balls - Yellow		11/13/2023	0	3,250.00 00025890
5451-25-5452-52810	CALLAWAY GOLF COMPANY	Credit		11/13/2023	0	-141.90
			Vendor Subtotal:			3,108.10
5451-25-5452-52851	7G DISTRIBUTING LLC	Beer for Resale		11/13/2023	0	244.40
			Vendor Subtotal:			244.40
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale		11/13/2023	0	235.65
			Vendor Subtotal:			235.65
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale		11/13/2023	0	41.59
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale		11/13/2023	0	188.98
			Vendor Subtotal:			230.57
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale		11/14/2023	0	13.80
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale		11/14/2023	0	39.16
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale		11/14/2023	0	22.12
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale		11/14/2023	0	24.94
5451-25-5452-52852	TCM BANK NA VISA	Wal-Mart - Food for Resale		11/14/2023	0	75.33

		Vendor Subtotal:			175.35
5451-25-5452-52853	TCM BANK NA VISA	J & M Golf - Merchandise for Resale	11/14/2023	0	42.40
5451-25-5452-52853	TCM BANK NA VISA	J & M Golf - Merchandise for Resale	11/14/2023	0	83.29
		Vendor Subtotal:			125.69
		Subtotal for FUND: 5451			6,260.07
5642-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Life Insurance	10/27/2023	0	0.69
		Vendor Subtotal:			0.69
5642-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00001.10.2023 Optional Life	10/13/2023	0	205.45
5642-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Optional Life	10/27/2023	0	205.46
		Vendor Subtotal:			410.91
5642-45-5642-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	45.16
		Vendor Subtotal:			45.16
5642-45-5642-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	33.58
5642-45-5642-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	103.86
		Vendor Subtotal:			137.44
5642-45-5642-61310	MUSCATINE POWER & WATER	Sanitation - October 2023	11/07/2023	0	2,110.00
		Vendor Subtotal:			2,110.00
5642-45-5642-69900	TCM BANK NA VISA	William Nesbit CDL class	11/14/2023	0	900.00 00025793
		Vendor Subtotal:			900.00
5642-45-5642-74200	REHRIG PACIFIC COMPANY	180 Garbage Cans	11/13/2023	0	11,541.60 00025105
5642-45-5642-74200	REHRIG PACIFIC COMPANY	Freight	11/13/2023	0	965.00 00025105

			Vendor Subtotal:			12,506.60
			Subtotal for FUND: 5642			16,110.80
5652-00-0000-23550	RELIANCE STANDARD LIFE INS COPR	Batch 00002.10.2023 Life Insurance		10/27/2023	0	0.11
			Vendor Subtotal:			0.11
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00002.10.2023 Optional Life		10/27/2023	0	41.37
5652-00-0000-23630	RELIANCE STANDARD LIFE INS COPR	Batch 00001.10.2023 Optional Life		10/13/2023	0	41.38
			Vendor Subtotal:			82.75
5652-45-5652-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	9.56
			Vendor Subtotal:			9.56
5652-45-5652-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	11.01
			Vendor Subtotal:			11.01
5652-45-5652-53120	MENARDS (MUSC)	Pump House Repair		11/07/2023	0	362.30 00025916
			Vendor Subtotal:			362.30
5652-45-5652-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - Landfill		11/14/2023	0	247.50
			Vendor Subtotal:			247.50
5652-45-5652-61420	SCS ENGINEERS	On-Call Support		11/14/2023	0	976.31
			Vendor Subtotal:			976.31
5652-45-5652-62520	JON BRAUNS	October Leachate Hauling		11/13/2023	0	2,720.00
			Vendor Subtotal:			2,720.00

5652-45-5652-62530	RITTMER INC	October 2023 Landfill Operations	11/13/2023	0	40,150.00
		Vendor Subtotal:			40,150.00
5652-45-5652-64120	TCM BANK NA VISA	Courtyard by Marriott - Lodging Popp	11/14/2023	0	110.88
5652-45-5652-64120	TCM BANK NA VISA	Courtyard by Marriott - Lodging Popp	11/14/2023	0	221.76
		Vendor Subtotal:			332.64
5652-45-5652-64120	SCS ENGINEERS	SCADA System Management	11/14/2023	0	416.66
		Vendor Subtotal:			416.66
		Subtotal for FUND: 5652			45,308.84
5658-45-5658-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	19.07
		Vendor Subtotal:			19.07
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	16.28
5658-45-5658-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	39.06
		Vendor Subtotal:			55.34
5658-45-5658-51400	AMAZON.COM	HDMI Cable	11/07/2023	0	25.90
5658-45-5658-51400	AMAZON.COM	Mounting Arm for TV	11/07/2023	0	127.49 00025941
		Vendor Subtotal:			153.39
5658-45-5658-52840	DRJ GROUP, LLC	Fire Extinguisher Maintenance	11/07/2023	0	2,073.50
		Vendor Subtotal:			2,073.50
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Rubber Tie Down	11/07/2023	0	17.10
		Vendor Subtotal:			17.10
5658-45-5658-52890	MENARDS (MUSC)	Shovel	11/07/2023	0	23.99

5658-45-5658-52890	MENARDS (MUSC)	Cup Wheel	11/13/2023	0	59.98
5658-45-5658-52890	MENARDS (MUSC)	Plastic Anchor/Toggle Bolt	11/13/2023	0	8.66
		Vendor Subtotal:			92.63
5658-45-5658-52890	AMAZON.COM	Trimmer Blades	11/07/2023	0	58.38
5658-45-5658-52890	AMAZON.COM	Mowing Heads Screw Bolt Kit/Trimmer	11/07/2023	0	45.97
		Vendor Subtotal:			104.35
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	11/07/2023	0	11.51
		Vendor Subtotal:			11.51
5658-45-5658-62520	JON BRAUNS	October Solid Waste	11/13/2023	0	30,912.00
5658-45-5658-62520	JON BRAUNS	October Fuel Surcharge	11/13/2023	0	3,755.40
		Vendor Subtotal:			34,667.40
		Subtotal for FUND: 5658			37,194.29
5660-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Life Insurance	10/27/2023	0	1.20
		Vendor Subtotal:			1.20
5660-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00001.10.2023 Optional Life	10/13/2023	0	154.78
5660-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Optional Life	10/27/2023	0	154.78
		Vendor Subtotal:			309.56
5660-00-0000-24400	DAVENPORT ELECTRIC CONTRAC	VFD	11/07/2023	0	10,740.00
		Vendor Subtotal:			10,740.00
5660-50-5661-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	30.26
		Vendor Subtotal:			30.26

5660-50-5661-46600	RELIANCE STANDARD LIFE INS COLTD November 2023		11/14/2023	0	39.01
		Vendor Subtotal:			39.01
5660-50-5661-51100	STOREY KENWORTHY / MATT PAR	Envelope/Marker/Legal Pad	11/07/2023	0	28.14
5660-50-5661-51100	STOREY KENWORTHY / MATT PAR	Message Pad/Envelope/Marker	11/07/2023	0	16.60
		Vendor Subtotal:			44.74
5660-50-5661-51200	AMAZON.COM	"The Other Dark Matter" Books	11/07/2023	0	22.76
		Vendor Subtotal:			22.76
5660-50-5661-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - General	11/14/2023	0	152.00
		Vendor Subtotal:			152.00
5660-50-5661-61310	MUSCATINE POWER & WATER	Sewer - October 2023	11/07/2023	0	2,132.00
		Vendor Subtotal:			2,132.00
5660-50-5661-68300	MUSCATINE POWER & WATER	QTRLY Magic	11/14/2023	0	6,876.67
		Vendor Subtotal:			6,876.67
5660-50-5662-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	70.45
		Vendor Subtotal:			70.45
5660-50-5662-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023		11/14/2023	0	108.54
5660-50-5662-46600	RELIANCE STANDARD LIFE INS COLTD November 2023		11/14/2023	0	55.87
		Vendor Subtotal:			164.41
5660-50-5662-52720	TCM BANK NA VISA	Phillips 66 - Fuel	11/14/2023	0	126.79
		Vendor Subtotal:			126.79

5660-50-5662-52740	SINCLAIR	Oil for John Deere 244J		11/13/2023	0	140.70 00025986
			Vendor Subtotal:			140.70
5660-50-5662-52740	MOLO PETROLEUM	R&O Oil		11/07/2023	0	174.75 00025857
			Vendor Subtotal:			174.75
5660-50-5662-52740	TCM BANK NA VISA	Farm & Fleet - Oil		11/14/2023	0	79.99
			Vendor Subtotal:			79.99
5660-50-5662-52830	AMAZON.COM	Classifier Sieve		11/07/2023	0	36.98
5660-50-5662-52830	AMAZON.COM	Wrench Set		11/07/2023	0	39.99 00025925
			Vendor Subtotal:			76.97
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies		11/07/2023	0	50.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies		11/13/2023	0	50.00
			Vendor Subtotal:			100.00
5660-50-5662-52840	AMAZON.COM	Gloves		11/07/2023	0	217.93 00025925
5660-50-5662-52840	AMAZON.COM	Ear Plugs		11/07/2023	0	14.99
5660-50-5662-52840	AMAZON.COM	Lockout Tagout tags and Safety Supplies		11/07/2023	0	399.77 00025871
			Vendor Subtotal:			632.69
5660-50-5662-52890	TCM BANK NA VISA	Diamond Mowers - Mower Part		11/14/2023	0	72.99
			Vendor Subtotal:			72.99
5660-50-5662-53120	MENARDS (MUSC)	Electrical Supplies		11/13/2023	0	93.48 00025945
			Vendor Subtotal:			93.48
5660-50-5662-53120	VAN METER INDUSTRIAL INC	Conduit/Coupling/Locknut/Bushing		11/07/2023	0	51.64

		Vendor Subtotal:				51.64
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Plugs	11/07/2023	0	11.01	
		Vendor Subtotal:				11.01
5660-50-5662-53210	MENARDS (MUSC)	Tape Measure/Butt Splice/Plastic Forks	11/13/2023	0	84.36	
5660-50-5662-53210	MENARDS (MUSC)	Rope	11/13/2023	0	33.31	00025945
		Vendor Subtotal:				117.67
5660-50-5662-53210	TCM BANK NA VISA	Pre-Filters for Lab and Basement	11/14/2023	0	313.34	00025863
		Vendor Subtotal:				313.34
5660-50-5662-53220	GRAINGER DEPT 802675066	Tees	11/07/2023	0	49.58	
5660-50-5662-53220	GRAINGER DEPT 802675066	Tarps	11/07/2023	0	94.45	
		Vendor Subtotal:				144.03
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Rugs	11/13/2023	0	331.06	
		Vendor Subtotal:				331.06
5660-50-5662-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	11/07/2023	0	45.00	
		Vendor Subtotal:				45.00
5660-50-5662-64200	DAVID HARRIS	Leadership Training - Polzin	11/13/2023	0	1,050.00	
		Vendor Subtotal:				1,050.00
5660-50-5662-65210	CLEARFLY	Phones	11/07/2023	0	180.23	
		Vendor Subtotal:				180.23
5660-50-5662-65310	ALLIANT ENERGY	October Gas - WRRF Plant	11/07/2023	0	649.24	

		Vendor Subtotal:			649.24	
5660-50-5662-67130	SCHMARJE	Machine & Chroming from Moyno Pump	11/13/2023	0	520.00	00025954
		Vendor Subtotal:			520.00	
5660-50-5663-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	17.26	
		Vendor Subtotal:			17.26	
5660-50-5663-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	16.31	
5660-50-5663-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	16.24	
		Vendor Subtotal:			32.55	
5660-50-5663-52830	VAN METER INDUSTRIAL INC	Fuse Puller	11/13/2023	0	31.35	
		Vendor Subtotal:			31.35	
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Hardware	11/07/2023	0	4.55	
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Fuses for Papoose Pump #1	11/13/2023	0	923.41	00025996
		Vendor Subtotal:			927.96	
5660-50-5663-53130	PLUMB SUPPLY COMPANY	Valve	11/13/2023	0	82.49	
		Vendor Subtotal:			82.49	
5660-50-5663-53210	GRAINGER DEPT 802675066	Nozzles/Gas Lens	11/07/2023	0	88.09	
		Vendor Subtotal:			88.09	
5660-50-5663-53210	ZIMMER & FRANCESCON INC	Bearing Housing for Progress Park Pump	11/07/2023	0	1,725.00	00025538
5660-50-5663-53210	ZIMMER & FRANCESCON INC	Freight	11/07/2023	0	17.12	
		Vendor Subtotal:			1,742.12	

5660-50-5663-53220	FASTENAL COMPANY	Screws	11/07/2023	0	39.89
		Vendor Subtotal:			39.89
5660-50-5663-53220	MOTION INDUSTRIES INC	Threadlocker Tape	11/07/2023	0	36.61
		Vendor Subtotal:			36.61
5660-50-5663-53220	S.J. SMITH CO.	Welding Rod	11/07/2023	0	60.60
		Vendor Subtotal:			60.60
5660-50-5663-53220	AMAZON.COM	Whiteboard	11/07/2023	0	88.92
		Vendor Subtotal:			88.92
5660-50-5663-62150	GRASSHOPPER LAWN CARE & ALL	October Mowing	11/13/2023	0	880.00
		Vendor Subtotal:			880.00
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Schley	11/07/2023	0	36.61
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Progress	11/07/2023	0	36.61
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Stewart	11/07/2023	0	120.32
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Grit Bldg	11/07/2023	0	2,498.70
		Vendor Subtotal:			2,692.24
5660-50-5663-65320	MUSCATINE POWER & WATER	September Electric - Canon	11/07/2023	0	109.35
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Spinning Wheel	11/13/2023	0	36.33
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Houser	11/13/2023	0	71.51
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Stewart	11/13/2023	0	434.44
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Arbor	11/13/2023	0	59.14
		Vendor Subtotal:			710.77
5660-50-5663-65410	MUSCATINE POWER & WATER	September Water - Canon	11/07/2023	0	42.54
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Houser	11/13/2023	0	22.12
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Stewart	11/13/2023	0	28.05
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Arbor	11/13/2023	0	25.52

		Vendor Subtotal:				118.23
5660-50-5663-67130	MARK A DIERCKS	Re-Key Door Locks at Love's Lift Statior	11/07/2023	0	224.00	00025974
		Vendor Subtotal:				224.00
5660-50-5663-67320	DAVENPORT ELECTRIC CONTRAC	Troubleshoot VFD Ramp Speed on Pump	11/07/2023	0	396.00	00025955
5660-50-5663-67320	DAVENPORT ELECTRIC CONTRAC	Control Board for Automatic Transfer Sw	11/07/2023	0	2,692.59	00024936
5660-50-5663-67320	DAVENPORT ELECTRIC CONTRAC	Control Board for Automatic Transfer Sw	11/07/2023	0	759.45	
		Vendor Subtotal:				3,848.04
5660-50-5665-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	25.89	
		Vendor Subtotal:				25.89
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	31.20	
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	22.56	
5660-50-5665-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023	11/14/2023	0	45.91	
		Vendor Subtotal:				99.67
5660-50-5665-52210	AIRGAS USA LLC	Argon	11/13/2023	0	214.12	00025859
		Vendor Subtotal:				214.12
5660-50-5665-52210	ENVIRONMENTAL EXPRESS INC	Lab Supplies	11/07/2023	0	269.30	00024939
5660-50-5665-52210	ENVIRONMENTAL EXPRESS INC	Freight	11/07/2023	0	284.20	
		Vendor Subtotal:				553.50
5660-50-5665-52210	HACH COMPANY	Lab Supplies	11/13/2023	0	591.09	00025787
		Vendor Subtotal:				591.09
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Alcojet Detergent	11/07/2023	0	227.91	
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	11/07/2023	0	1,763.54	00025903

		Vendor Subtotal:			1,991.45	
5660-50-5665-52210	TCM BANK NA VISA	Graduated Cylinders	11/14/2023	0	222.39	00025820
		Vendor Subtotal:			222.39	
5660-50-5665-52210	NORTH CENTRAL LABORATORIES	Lab Supplies	11/07/2023	0	271.80	00025790
5660-50-5665-52210	NORTH CENTRAL LABORATORIES	Delivery	11/07/2023	0	14.31	
		Vendor Subtotal:			286.11	
5660-50-5665-53220	AMAZON.COM	Magnetic File Holder	11/13/2023	0	52.97	
		Vendor Subtotal:			52.97	
5660-50-5665-62510	PHENOVA INC	Testing	11/07/2023	0	507.70	
		Vendor Subtotal:			507.70	
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - Lab Coats WRRF	11/13/2023	0	27.16	
		Vendor Subtotal:			27.16	
5660-50-5665-69200	PACK-N-SHIP	Shipping	11/07/2023	0	381.37	
		Vendor Subtotal:			381.37	
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	11/07/2023	0	35.63	
		Vendor Subtotal:			35.63	
5660-50-5665-74200	THERMO ELECTRON NORTH AMER	Ion Chromatography System	11/07/2023	0	18,877.40	00024827
		Vendor Subtotal:			18,877.40	
5660-50-5666-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	9.39	

		Vendor Subtotal:			9.39
5660-50-5666-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023		11/14/2023	0	51.63
		Vendor Subtotal:			51.63
5660-50-5666-52740	MENARDS (MUSC)	Oil	11/13/2023	0	26.97
		Vendor Subtotal:			26.97
5660-50-5666-52750	TCM BANK NA VISA	Def Fluid	11/14/2023	0	53.94 00025800
		Vendor Subtotal:			53.94
5660-50-5666-52830	ARNOLD MOTOR SUPPLY	Funnel	11/07/2023	0	22.86
5660-50-5666-52830	ARNOLD MOTOR SUPPLY	Brush	11/07/2023	0	7.48
		Vendor Subtotal:			30.34
5660-50-5666-52890	ARNOLD MOTOR SUPPLY	Head Light/Turn Signal	11/07/2023	0	34.18
5660-50-5666-52890	ARNOLD MOTOR SUPPLY	Wipes	11/07/2023	0	23.38
		Vendor Subtotal:			57.56
5660-50-5666-53150	GRAINGER DEPT 802675066	Frames	11/07/2023	0	63.88
		Vendor Subtotal:			63.88
5660-50-5666-53210	AUTOZONE	Filters	11/07/2023	0	32.28
		Vendor Subtotal:			32.28
5660-50-5666-53210	MENARDS (MUSC)	Lubricant	11/13/2023	0	53.44
		Vendor Subtotal:			53.44
5660-50-5666-53210	MILLS MARINE	Bearing Plate	11/07/2023	0	16.49

		Vendor Subtotal:			16.49	
5660-50-5666-53210	STUTSMAN INC	Coulter Assembly w/Spring & Hub	11/07/2023	0	1,456.00	00025913
		Vendor Subtotal:			1,456.00	
5660-50-5666-53210	AMAZON.COM	Covers for Field Hydrants	11/07/2023	0	340.43	00025939
		Vendor Subtotal:			340.43	
5660-50-5666-53220	TCM BANK NA VISA	Hitch Pins	11/14/2023	0	105.21	00025800
		Vendor Subtotal:			105.21	
5660-50-5666-62510	MINNESOTA VALLEY TEST LAB IN	Testing	11/07/2023	0	296.45	00025926
		Vendor Subtotal:			296.45	
5660-50-5666-64120	TCM BANK NA VISA	Hampton Inn - Lodging Dean	11/14/2023	0	140.16	
		Vendor Subtotal:			140.16	
5660-50-5666-64400	TCM BANK NA VISA	Subway - Meal Dean	11/14/2023	0	10.59	
5660-50-5666-64400	TCM BANK NA VISA	McDonalds - Meal Dean	11/14/2023	0	11.33	
		Vendor Subtotal:			21.92	
5660-50-5666-65320	EASTERN IOWA LIGHT & POWER C	October Power - Lagoon	11/13/2023	0	1,234.80	
		Vendor Subtotal:			1,234.80	
5660-50-5666-69200	AMERICAN RIGGERS SUPPLY	Additional Freight	11/07/2023	0	80.00	
		Vendor Subtotal:			80.00	
5660-50-5666-69900	TCM BANK NA VISA	Iowa DOT - CDL	11/14/2023	0	11.50	

			Vendor Subtotal:			11.50
5660-50-5668-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	3.13
			Vendor Subtotal:			3.13
5660-50-5668-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023		11/14/2023	0	16.31
			Vendor Subtotal:			16.31
5660-50-5668-53220	MENARDS (MUSC)	Heater		11/13/2023	0	59.99
			Vendor Subtotal:			59.99
5660-50-5668-62530	ALS GROUP USA, CORP	BTU Heat Content Gas Composition Tes		11/07/2023	0	1,187.50 00025747
5660-50-5668-62530	ALS GROUP USA, CORP	BTU Heat Content Gas Composition Tes		11/07/2023	0	292.50
			Vendor Subtotal:			1,480.00
5660-50-5668-64400	TCM BANK NA VISA	Arbys - Meal Dean		11/14/2023	0	12.71
			Vendor Subtotal:			12.71
5660-50-5668-67320	MIDWEST PRESSURE WASHERS	Landa Pressure Washer Repairs		11/07/2023	0	433.25 00025975
			Vendor Subtotal:			433.25
			Subtotal for FUND: 5660			67,069.99
5664-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Life Insurance		10/27/2023	0	0.29
			Vendor Subtotal:			0.29
5664-00-0000-23630	RELIANCE STANDARD LIFE INS CO	PR Batch 00001.10.2023 Optional Life		10/13/2023	0	35.86
			Vendor Subtotal:			35.86

5664-40-5664-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	31.63
			Vendor Subtotal:			31.63
5664-40-5664-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023		11/14/2023	0	24.60
5664-40-5664-46600	RELIANCE STANDARD LIFE INS CO	LTD BW November 2023		11/14/2023	0	65.14
			Vendor Subtotal:			89.74
5664-40-5664-52720	TCM BANK NA VISA	Kwik Star - Fuel		11/14/2023	0	42.08
			Vendor Subtotal:			42.08
5664-40-5664-52830	MENARDS (MUSC)	Orange Cord		11/13/2023	0	9.98
			Vendor Subtotal:			9.98
5664-40-5664-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - Cost Sharing Agreement		11/14/2023	0	1,339.50
			Vendor Subtotal:			1,339.50
5664-40-5664-65240	IOWA ONE CALLS	September One Calls		11/07/2023	0	379.80
			Vendor Subtotal:			379.80
5664-40-5664-65275	VERIZON WIRELESS	October I-Pads		11/07/2023	0	40.00
			Vendor Subtotal:			40.00
5664-40-5664-67400	MENARDS (MUSC)	Coupling		11/07/2023	0	147.96 00025888
5664-40-5664-67400	MENARDS (MUSC)	24" Culvert - 20' Section		11/07/2023	0	2,199.96 00025888
			Vendor Subtotal:			2,347.92
5664-40-5664-68200	MUSCATINE POWER & WATER	QTRLY Magic		11/14/2023	0	6,876.66
			Vendor Subtotal:			6,876.66

5664-50-5667-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	7.31
		Vendor Subtotal:			7.31
5664-50-5667-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	10.01
		Vendor Subtotal:			10.01
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	11/13/2023	0	165.00
		Vendor Subtotal:			165.00
5664-50-5667-64200	TCM BANK NA VISA	ISWEP - Registration Koch	11/14/2023	0	289.00
		Vendor Subtotal:			289.00
		Subtotal for FUND: 5664			11,664.78
5711-10-5711-65310	ALLIANT ENERGY	October Gas - Airport	11/07/2023	0	39.77
		Vendor Subtotal:			39.77
5711-10-5711-69400	IOWA PUBLIC AIRPORTS ASSOCIA´	Dues	11/07/2023	0	200.00
		Vendor Subtotal:			200.00
		Subtotal for FUND: 5711			239.77
5811-00-0000-23550	RELIANCE STANDARD LIFE INS CO	PR Batch 00002.10.2023 Life Insurance	10/27/2023	0	0.40
		Vendor Subtotal:			0.40
5811-20-5811-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023	11/14/2023	0	17.74
		Vendor Subtotal:			17.74
5811-20-5811-46600	RELIANCE STANDARD LIFE INS CO	LTD November 2023	11/14/2023	0	23.42

		Vendor Subtotal:			23.42
5811-20-5811-52720	TCM BANK NA VISA	Flying J's - Fuel	11/14/2023	0	45.00
		Vendor Subtotal:			45.00
5811-20-5811-52840	S.J. SMITH CO.	Pull Over Seal	11/07/2023	0	56.78
		Vendor Subtotal:			56.78
5811-20-5811-52840	UNITYPOINT HEALTH	Ambulance Restock - September	11/07/2023	0	385.30
		Vendor Subtotal:			385.30
5811-20-5811-52840	TCM BANK NA VISA	Hy-Vee - Baggies	11/14/2023	0	12.99
		Vendor Subtotal:			12.99
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Return	11/07/2023	0	-11.69
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Vinyl Foam Self Adhesive	11/07/2023	0	11.69
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Self Adhesive Bulb	11/07/2023	0	37.99
		Vendor Subtotal:			37.99
5811-20-5811-53220	MENARDS (MUSC)	Lock Nut/Button Socks	11/13/2023	0	13.46
		Vendor Subtotal:			13.46
5811-20-5811-61220	LAW OFFICES OF HOPKINS & HUB	October Legal - General	11/14/2023	0	337.50
		Vendor Subtotal:			337.50
5811-20-5811-62220	STERICYCLE INC	November Medical Waste Hauling	11/07/2023	0	224.15
		Vendor Subtotal:			224.15
5811-20-5811-62290	STERICYCLE INC	Shredding	11/13/2023	0	36.72

		Vendor Subtotal:			36.72
5811-20-5811-64200	TCM BANK NA VISA	Iowa EMS Assoc - Registration Hartman	11/14/2023	0	340.00
5811-20-5811-64200	TCM BANK NA VISA	Iowa EMS Assoc - Registration Hillard	11/14/2023	0	220.00
		Vendor Subtotal:			560.00
5811-20-5811-64400	TCM BANK NA VISA	McDonalds - Transfer Meal	11/14/2023	0	8.55
5811-20-5811-64400	TCM BANK NA VISA	McDonalds - Transfer Meal	11/14/2023	0	11.44
		Vendor Subtotal:			19.99
5811-20-5811-64600	TCM BANK NA VISA	CastleBranch - Background Check for Cl	11/14/2023	0	97.99
5811-20-5811-64600	TCM BANK NA VISA	CastleBranch - Background Check for Cl	11/14/2023	0	36.99
		Vendor Subtotal:			134.98
5811-20-5811-64600	CHAD WHITEHALL	Rimb Paramedic Book Fes	11/13/2023	0	554.26
		Vendor Subtotal:			554.26
5811-20-5811-64700	DAVID HARRIS	Leadership Training - Rock	11/13/2023	0	1,050.00
		Vendor Subtotal:			1,050.00
		Subtotal for FUND: 5811			3,510.68
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00002.10.2023 Optional Life		10/27/2023	0	47.00
7625-00-0000-23630	RELIANCE STANDARD LIFE INS COPR Batch 00001.10.2023 Optional Life		10/13/2023	0	47.00
		Vendor Subtotal:			94.00
7625-40-7625-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023		11/14/2023	0	23.77
		Vendor Subtotal:			23.77
7625-40-7625-46600	RELIANCE STANDARD LIFE INS COLTD November 2023		11/14/2023	0	16.56

7625-40-7625-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023		11/14/2023	0	50.12	
		Vendor Subtotal:			66.68	
7625-40-7625-52720	HARMS OIL COMPANY	Gas for Tank #2	11/14/2023	0	18,575.25	00025952
7625-40-7625-52720	HARMS OIL COMPANY	Gas for Tank #2	11/14/2023	0	7.69	
		Vendor Subtotal:			18,582.94	
7625-40-7625-52730	HARMS OIL COMPANY	Diesel for Tank #3	11/14/2023	0	22,900.75	00025962
		Vendor Subtotal:			22,900.75	
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	5w3 Oil for Stock	11/14/2023	0	982.40	00025994
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	55 gal wws	11/14/2023	0	155.00	00025994
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	55 gal wws	11/14/2023	0	0.10	
		Vendor Subtotal:			1,137.50	
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Switches/Plugs/Oil for Stock	11/07/2023	0	119.96	00025942
		Vendor Subtotal:			119.96	
7625-40-7625-53210	RAINBO OIL CO-JET BULK OIL	DEF for Stock	11/14/2023	0	194.16	00025976
7625-40-7625-53210	RAINBO OIL CO-JET BULK OIL	DEF for Stock	11/14/2023	0	0.24	
		Vendor Subtotal:			194.40	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Wiper Blades for Stock	11/07/2023	0	129.33	00025951
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	11/07/2023	0	24.10	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Wiper Blades	11/14/2023	0	23.10	
7625-40-7625-53210	CARQUEST OF MUSCATINE	Wiper Blades	11/14/2023	0	30.80	
		Vendor Subtotal:			207.33	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Wheel Bearing/Hub Assembly	11/07/2023	0	86.83	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Blower Motor Connector	11/07/2023	0	45.52	
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Steps for 757 758	11/07/2023	0	599.98	00025934
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Sensor	11/07/2023	0	18.13	

		Vendor Subtotal:			750.46	
7625-40-7625-53220	AUTOZONE	Torison Bar	11/07/2023	0	80.99	
7625-40-7625-53220	AUTOZONE	Return	11/07/2023	0	-80.99	
		Vendor Subtotal:			0.00	
7625-40-7625-53220	MARTIN EQUIPMENT OF IA-IL INC	Repair Manual for New Dozer	11/07/2023	0	220.02	00025779
		Vendor Subtotal:			220.02	
7625-40-7625-53220	NAPA OF MUSCATINE	Plugs/Wires for 702	11/14/2023	0	177.42	00025960
7625-40-7625-53220	NAPA OF MUSCATINE	Control Arms for 702	11/14/2023	0	485.34	00025980
7625-40-7625-53220	NAPA OF MUSCATINE	Circuit Breaker/Filters	11/14/2023	0	73.52	
7625-40-7625-53220	NAPA OF MUSCATINE	Radiator for #744	11/14/2023	0	249.00	00026001
7625-40-7625-53220	NAPA OF MUSCATINE	Beam Wiper	11/07/2023	0	21.38	
7625-40-7625-53220	NAPA OF MUSCATINE	Sway Bar Link Repair Kit	11/07/2023	0	19.12	
7625-40-7625-53220	NAPA OF MUSCATINE	Sway Bar Link	11/07/2023	0	29.46	
		Vendor Subtotal:			1,055.24	
7625-40-7625-53220	S.J. SMITH CO.	Ignitor for Plasma Cutter	11/14/2023	0	66.72	
		Vendor Subtotal:			66.72	
7625-40-7625-53220	TCM BANK NA VISA	Toolup - Paint for Spreader Stands	11/14/2023	0	338.56	
		Vendor Subtotal:			338.56	
7625-40-7625-53220	CARQUEST OF MUSCATINE	Blower	11/07/2023	0	43.16	
7625-40-7625-53220	CARQUEST OF MUSCATINE	Return	11/07/2023	0	-43.16	
7625-40-7625-53220	CARQUEST OF MUSCATINE	Blower Motor	11/07/2023	0	63.35	
7625-40-7625-53220	CARQUEST OF MUSCATINE	Filters	11/14/2023	0	45.76	
		Vendor Subtotal:			109.11	
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Rear Knuckle for 736	11/14/2023	0	294.66	00025963

		Vendor Subtotal:				294.66
7625-40-7625-53220	ZARNOTH BRUSH WORKS INC	Broom for #40 Sweeper	11/14/2023	0	372.00	00025780
		Vendor Subtotal:				372.00
7625-40-7625-64200	TCM BANK NA VISA	Safety Videos - Safety Training	11/14/2023	0	241.00	
		Vendor Subtotal:				241.00
7625-40-7625-67130	GTG PETERBILT - DAVENPORT	Emergency Repairs #439	11/07/2023	0	1,853.77	
		Vendor Subtotal:				1,853.77
7625-40-7625-67130	TITAN MACHINERY INC	Newbucket Sensor Installed	11/14/2023	0	750.95	00025834
		Vendor Subtotal:				750.95
7625-40-7625-67130	DEERY BROS IOWA CITY	Diagnose and Repair 260	11/13/2023	0	182.12	00025995
		Vendor Subtotal:				182.12
7625-40-7625-67130	GARAGE 5SIX3	Alignment #702	11/14/2023	0	97.20	
7625-40-7625-67130	GARAGE 5SIX3	Alignment #751	11/14/2023	0	97.20	
		Vendor Subtotal:				194.40
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Front Tires for 400	11/14/2023	0	312.00	00025969
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Front Tires for 400	11/14/2023	0	73.90	
		Vendor Subtotal:				385.90
		Subtotal for FUND: 7625				50,142.24
7635-00-7635-51100	STAPLES ADVANTAGE	Labels	11/07/2023	0	25.40	
		Vendor Subtotal:				25.40

		Subtotal for FUND: 7635			25.40
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	October Health Admin	11/14/2023	0	47,880.36
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	October Health Claims	11/14/2023	0	328,968.27
7650-00-7650-46100	WELLMARK BLUE CROSS & BLUE	October Stop Loss	11/14/2023	0	-40,257.36
		Vendor Subtotal:			336,591.27
7650-00-7650-46150	WELLMARK BLUE CROSS & BLUE	October Weekly Deposits	11/14/2023	0	-316,000.00
		Vendor Subtotal:			-316,000.00
		Subtotal for FUND: 7650			20,591.27
7655-00-7655-46300	WELLMARK BLUE CROSS & BLUE	October Dental Admin	11/14/2023	0	797.79
7655-00-7655-46300	WELLMARK BLUE CROSS & BLUE	October Dental Claims	11/14/2023	0	16,251.03
		Vendor Subtotal:			17,048.82
		Subtotal for FUND: 7655			17,048.82
7921-00-7921-46400	IMWCA	Work Comp Installment #5	11/13/2023	0	13,051.00
		Vendor Subtotal:			13,051.00
7921-00-7921-69900	RELIANCE STANDARD LIFE INS CO	Optional Life - R Metzger	11/14/2023	0	35.86
		Vendor Subtotal:			35.86
7921-00-7921-69900	TCM BANK NA VISA	Scooters Coffee - Error Charge	11/14/2023	0	22.42
7921-00-7921-69900	TCM BANK NA VISA	Hilton - Not Our Charge - Disputed	11/14/2023	0	120.35
7921-00-7921-69900	TCM BANK NA VISA	Apple - Storage Fee Tax	11/14/2023	0	0.21
7921-00-7921-69900	TCM BANK NA VISA	Hy-Vee - Sparkplugs Tax	11/14/2023	0	0.42
		Vendor Subtotal:			143.40

		Subtotal for FUND: 7921		13,230.26
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023	11/14/2023	0	20.65
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023	11/14/2023	0	17.28
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023	11/14/2023	0	10.11
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023	11/14/2023	0	3.91
7940-00-7940-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023	11/14/2023	0	6.00
	Vendor Subtotal:			57.95
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023	11/14/2023	0	3.19
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023	11/14/2023	0	11.17
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD BW November 2023	11/14/2023	0	1.60
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD November 2023	11/14/2023	0	4.12
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD November 2023	11/14/2023	0	9.09
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD November 2023	11/14/2023	0	13.45
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD November 2023	11/14/2023	0	27.90
7940-00-7940-46600	RELIANCE STANDARD LIFE INS COLTD November 2023	11/14/2023	0	26.33
	Vendor Subtotal:			96.85
	Subtotal for FUND: 7940			154.80
7942-00-7942-46200	RELIANCE STANDARD LIFE INS COLife Insurance November 2023	11/14/2023	0	1.35
	Vendor Subtotal:			1.35
7942-00-7942-46600	RELIANCE STANDARD LIFE INS COLTD November 2023	11/14/2023	0	1.55
	Vendor Subtotal:			1.55
	Subtotal for FUND: 7942			2.90
8144-10-8144-61610	MARTIN GARDNER ARCHITECTUR Muscatine Downtown Facade Revitalizat	11/13/2023	0	2,991.20
	Vendor Subtotal:			2,991.20

			Subtotal for FUND: 8144			2,991.20
8180-90-8180-46200	RELIANCE STANDARD LIFE INS CO	Life Insurance November 2023		11/14/2023	0	3.13
			Vendor Subtotal:			3.13
8180-90-8180-51200	TCM BANK NA VISA	Neighborworks - Spanish Homeownwers		11/14/2023	0	133.67
			Vendor Subtotal:			133.67
			Subtotal for FUND: 8180			136.80
8400-05-8400-74200	MTI DISTRIBUTING INC	Ventrac 4520Z 72" Deck		11/13/2023	0	36,463.70 00025124
			Vendor Subtotal:			36,463.70
8400-05-8400-74200	EMAG MUSCATINE CBG LLC	2024 Chevy Silverado 1500		11/13/2023	0	42,608.00 00025116
			Vendor Subtotal:			42,608.00
			Subtotal for FUND: 8400			79,071.70
8451-30-8451-74250	AMAZON.COM	C5F94A HP LaserJet Pro M402dn		11/13/2023	0	574.90 00025985
			Vendor Subtotal:			574.90
			Subtotal for FUND: 8451			574.90
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE	Admin Full-Time Wages 11/9/23		11/13/2023	0	3,233.34
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE	Admin Part-Time Wages 11/9/23		11/13/2023	0	91.35
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE	Admin Longevity 11/9/23		11/13/2023	0	4.23
			Vendor Subtotal:			3,328.92
9002-90-9020-41500	CITY OF MUSCATINE HOUSING RE	Auto Allowance 11/9/23		11/13/2023	0	37.50

		Vendor Subtotal:			37.50
9002-90-9020-41901	MENARDS (MUSC)	Duster/Strainer/Pledge/Bleach	11/13/2023	0	100.42
		Vendor Subtotal:			100.42
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE`	MPW Sept Base PRI	11/07/2023	0	13.40
		Vendor Subtotal:			13.40
9002-90-9020-41904	MUSCATINE POWER & WATER	October Phone - Clark House	11/13/2023	0	86.08
		Vendor Subtotal:			86.08
9002-90-9020-41904	US CELLULAR	November Cell Phones	11/13/2023	0	52.79
		Vendor Subtotal:			52.79
9002-90-9020-41910	TEMP ASSOCIATES	Temp Employees Week Ending 11/5/23	11/13/2023	0	511.32
9002-90-9020-41910	TEMP ASSOCIATES	Temp Employee Week Ending 10/22/23	11/07/2023	0	492.60
		Vendor Subtotal:			1,003.92
9002-90-9020-41910	CROSSROADS INC.	Shredding	11/07/2023	0	11.00
		Vendor Subtotal:			11.00
9002-90-9020-41910	TENANT REPORTS.COM LLC	Background Checks	11/07/2023	0	18.00
		Vendor Subtotal:			18.00
9002-90-9020-41910	TCM BANK NA VISA	Clerk of Court - Eviction Notice	11/14/2023	0	95.00
		Vendor Subtotal:			95.00
9002-90-9020-41910	STEPHANIE BROPHY	Stipend for Gardening October 2023	11/07/2023	0	100.00

		Vendor Subtotal:			100.00
9002-90-9020-41914	CITY OF MUSCATINE HOUSING RE`	MPW Sept/Oct Machlink	11/07/2023	0	23.56
		Vendor Subtotal:			23.56
9002-90-9020-41914	MUSCATINE POWER & WATER	October Internet - Clark House	11/13/2023	0	82.97
		Vendor Subtotal:			82.97
9002-90-9020-43100	MUSCATINE POWER & WATER	October Water - Clark House	11/13/2023	0	491.68
		Vendor Subtotal:			491.68
9002-90-9020-43200	MUSCATINE POWER & WATER	October Electric - Clark House	11/13/2023	0	4,425.01
		Vendor Subtotal:			4,425.01
9002-90-9020-43700	ALLIANT ENERGY	October Gas - Clark House	11/13/2023	0	1,195.20
		Vendor Subtotal:			1,195.20
9002-90-9020-43900	MUSCATINE POWER & WATER	October Sewer - Clark House	11/13/2023	0	1,562.56
		Vendor Subtotal:			1,562.56
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE`	Maint Full-Time Wages 11/9/23	11/13/2023	0	1,895.74
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE`	Maint Part-Time Wages 11/9/23	11/13/2023	0	1,310.98
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE`	Maint Longevity 11/9/23	11/13/2023	0	4.55
		Vendor Subtotal:			3,211.27
9002-90-9020-44201	MENARDS (MUSC)	Paper Towels	11/13/2023	0	98.94
		Vendor Subtotal:			98.94
9002-90-9020-44202	CITY OF MUSCATINE HOUSING RE`	October Fuel	11/07/2023	0	116.27

		Vendor Subtotal:			116.27	
9002-90-9020-44202	TCM BANK NA VISA	Zoro - Supplies	11/14/2023	0	94.14	
		Vendor Subtotal:			94.14	
9002-90-9020-44204	MENARDS (MUSC)	Exhaust Cap	11/13/2023	0	29.94	
		Vendor Subtotal:			29.94	
9002-90-9020-44204	AMAZON.COM	CH 18 Inch Plumbing Access Panel: Pre	11/14/2023	0	306.96	00025973
9002-90-9020-44204	AMAZON.COM	Solenoid Valves	11/14/2023	0	86.94	
		Vendor Subtotal:			393.90	
9002-90-9020-44204	TCM BANK NA VISA	CH Window Hinge Replacement: Part # 3	11/14/2023	0	194.44	00025658
9002-90-9020-44204	TCM BANK NA VISA	CH Window Hinge Replacement: Part # 3	11/14/2023	0	15.50	
		Vendor Subtotal:			209.94	
9002-90-9020-44218	PDQ SUPPLY INC	CH Stove/Oven Knobs	11/14/2023	0	15.00	
9002-90-9020-44218	PDQ SUPPLY INC	CH Stove/Oven Knobs	11/14/2023	0	108.00	00025774
		Vendor Subtotal:			123.00	
9002-90-9020-44301	CITY OF MUSCATINE HOUSING RE'	October Refuse	11/07/2023	0	13.80	
		Vendor Subtotal:			13.80	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1105	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 504	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Maintenance Shop	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-26-23 305 Couch Removal (char	11/07/2023	0	175.00	00025829
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-26-23 305 Bed Bug Treatment	11/07/2023	0	100.00	00025829
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1004	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 502	11/14/2023	0	100.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1101	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1102	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1104	11/14/2023	0	20.00	

9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1105	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 504	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1107	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Laundry Room	11/14/2023	0	50.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1100	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-9-23 CH301 Couch Removal	11/14/2023	0	175.00	00026003
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1103	11/14/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-9-23 CH 301 Wall Drilling 2 Wa	11/14/2023	0	350.00	00026002
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-13-23 CH 1107905/607/511/509	11/07/2023	0	500.00	00025716
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-26-23 1107/801/700/607/509/30	11/07/2023	0	800.00	00025829
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-12-23 800/305/302/203 Bed Bug	11/07/2023	0	500.00	00025716
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-9-23 CH 905/801/700/305/302	11/14/2023	0	500.00	00026002
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-12-23 CH 700 Bed Bug Initial	11/07/2023	0	510.00	00025716
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-12-23 CH 700 Bed Bug Initial	11/07/2023	0	5.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Laundry Room	11/07/2023	0	50.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Maintenance Shop	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 805	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 5th Floor Hallway	11/07/2023	0	75.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 5th Floor Laundry	11/07/2023	0	50.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1107	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 502	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1102	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1104	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1106	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1100	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1101	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1103	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1105	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 11th Floor Hallway	11/07/2023	0	75.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control #504	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 10-19-2023 CH 804/307 Bed Bug	11/07/2023	0	200.00	00025766
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Office	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 805	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 402	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 805	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-2-23 CH 411 Bed Bug Initial	11/07/2023	0	408.00	00025914
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 606	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 402	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-2-23 CH 804/800/401/301 Bed B	11/07/2023	0	400.00	00025914
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 306	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control Office	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	11/13/2023	0	100.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Monthly Pest Control	11/13/2023	0	600.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1100	11/07/2023	0	20.00	

9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1101	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1103	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1102	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1104	11/07/2023	0	20.00	
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1106	11/07/2023	0	20.00	
		Vendor Subtotal:			6,483.00	
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Maintenance	11/07/2023	0	470.00	
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Maintenance	11/07/2023	0	411.25	
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Maintenance	11/07/2023	0	352.50	
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Maintenance	11/07/2023	0	293.75	
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Maintenance	11/07/2023	0	293.75	
		Vendor Subtotal:			1,821.25	
9002-90-9020-44308	KELLY HEATING COOLING & PLBG	CH 202 PTAC Installation	11/13/2023	0	385.00	00025094
9002-90-9020-44308	KELLY HEATING COOLING & PLBG	CH 311 PTAC Installation	11/13/2023	0	385.00	00025094
9002-90-9020-44308	KELLY HEATING COOLING & PLBG	CH 706 PTAC Installation	11/13/2023	0	385.00	00025094
9002-90-9020-44308	KELLY HEATING COOLING & PLBG	CH 1101 PTAC Installation Heat Wiring/	11/13/2023	0	385.00	00026004
9002-90-9020-44308	KELLY HEATING COOLING & PLBG	HVAC Repair	10/24/2023	0	192.42	
		Vendor Subtotal:			1,732.42	
9002-90-9020-44309	STATE CHEMICAL	CH Boiler Chemical: F-625 CLOSED L(	11/07/2023	0	299.00	00025957
		Vendor Subtotal:			299.00	
9002-90-9020-44311	KELLY HEATING COOLING & PLBG	Duplicate Payment on Invoice 35475	10/24/2023	0	-663.33	
		Vendor Subtotal:			-663.33	
9002-90-9020-44313	ZACK STUMBO	October Lawn Care	11/07/2023	0	150.00	
		Vendor Subtotal:			150.00	
9002-90-9020-44315	RIVERBEND MAINTENANCE LLC	CH 602 Paint Rehab (walls)	11/07/2023	0	500.00	00025877
		Vendor Subtotal:			500.00	

9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE`Unemployment 11/9/23		11/13/2023	0	12.63
		Vendor Subtotal:			12.63
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE`FICA 11/9/23		11/13/2023	0	493.92
		Vendor Subtotal:			493.92
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE`IPERS 11/9/23		11/13/2023	0	617.39
		Vendor Subtotal:			617.39
		Subtotal for FUND: 9002			28,365.49
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE`Admin Full-Time Wages 11/9/23		11/13/2023	0	11.36
		Vendor Subtotal:			11.36
9004-90-9040-41902	AMAZON.COM	Toner	11/07/2023	0	47.49
		Vendor Subtotal:			47.49
9004-90-9040-41903	AMAZON.COM	Mouse	11/07/2023	0	9.89
		Vendor Subtotal:			9.89
9004-90-9040-41904	CITY OF MUSCATINE HOUSING RE`MPW Sept Base PRI		11/07/2023	0	6.35
		Vendor Subtotal:			6.35
9004-90-9040-41904	MUSCATINE POWER & WATER	October Phone - Hershey	11/13/2023	0	93.19
		Vendor Subtotal:			93.19
9004-90-9040-41904	US CELLULAR	November Cell Phones	11/13/2023	0	26.40
		Vendor Subtotal:			26.40

9004-90-9040-41910	CROSSROADS INC.	Shredding	11/07/2023	0	11.00
		Vendor Subtotal:			11.00
9004-90-9040-41910	TENANT REPORTS.COM LLC	Background Checks	11/07/2023	0	12.00
		Vendor Subtotal:			12.00
9004-90-9040-41914	CITY OF MUSCATINE HOUSING RE`	MPW Sept/Oct Machlink	11/07/2023	0	11.16
		Vendor Subtotal:			11.16
9004-90-9040-41914	MUSCATINE POWER & WATER	October Internet - Hershey	11/13/2023	0	83.18
		Vendor Subtotal:			83.18
9004-90-9040-43100	MUSCATINE POWER & WATER	October Water - Hershey	11/13/2023	0	203.83
		Vendor Subtotal:			203.83
9004-90-9040-43200	MUSCATINE POWER & WATER	October Electric - Hershey	11/13/2023	0	2,551.54
		Vendor Subtotal:			2,551.54
9004-90-9040-43900	MUSCATINE POWER & WATER	October Sewer - Hershey	11/13/2023	0	525.76
		Vendor Subtotal:			525.76
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE`	Maint Full-Time Wages 11/9/23	11/13/2023	0	947.87
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE`	Maint Part-Time Wages 11/9/23	11/13/2023	0	1,300.20
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE`	Maint Longevity 11/9/23	11/13/2023	0	12.03
		Vendor Subtotal:			2,260.10
9004-90-9040-44202	CITY OF MUSCATINE HOUSING RE`	October Fuel	11/07/2023	0	58.14
		Vendor Subtotal:			58.14

9004-90-9040-44301	CITY OF MUSCATINE HOUSING RE`October Refuse		11/07/2023	0	10.00
		Vendor Subtotal:			10.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC	Pest Control Monthly	11/07/2023	0	350.00
		Vendor Subtotal:			350.00
9004-90-9040-44311	KELLY HEATING COOLING & PLBG	Service Call 212	10/24/2023	0	120.00
		Vendor Subtotal:			120.00
9004-90-9040-44313	ZACK STUMBO	October Lawn Care	11/07/2023	0	650.00
		Vendor Subtotal:			650.00
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE`Unemployment 11/9/23		11/13/2023	0	11.79
		Vendor Subtotal:			11.79
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE`FICA 11/9/23		11/13/2023	0	172.17
		Vendor Subtotal:			172.17
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE`IPERS 11/9/23		11/13/2023	0	214.43
		Vendor Subtotal:			214.43
9004-90-9040-75500	DESIGN ENGINEERS, P.C.	HVAC Upgrade	11/14/2023	0	1,050.00
		Vendor Subtotal:			1,050.00
9004-90-9040-75500	HENLEY GROUP	HM Window Install Pay App #1	11/14/2023	0	292,127.59
		Vendor Subtotal:			292,127.59
		Subtotal for FUND: 9004			300,617.37

9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE`	Admin Full-Time Wages 11/9/23	11/13/2023	0	894.22
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE`	Admin Part-Time Wages 11/9/23	11/13/2023	0	91.36
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE`	Admin Longevity 11/9/23	11/13/2023	0	2.60
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE`	Maint Longevity 11/9/23	11/13/2023	0	6.17
		Vendor Subtotal:			994.35
9006-90-9060-41500	CITY OF MUSCATINE HOUSING RE`	Auto Allowance 11/9/23	11/13/2023	0	25.00
		Vendor Subtotal:			25.00
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE`	MPW Sept Base PRI	11/07/2023	0	6.35
		Vendor Subtotal:			6.35
9006-90-9060-41904	MUSCATINE POWER & WATER	October Phone -Sunset	11/13/2023	0	49.18
		Vendor Subtotal:			49.18
9006-90-9060-41904	US CELLULAR	November Cell Phones	11/13/2023	0	26.39
		Vendor Subtotal:			26.39
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 10/29/23	11/07/2023	0	492.60
		Vendor Subtotal:			492.60
9006-90-9060-41910	CROSSROADS INC.	Shredding	11/07/2023	0	11.00
		Vendor Subtotal:			11.00
9006-90-9060-41914	CITY OF MUSCATINE HOUSING RE`	MPW Sept/Oct Machlink	11/07/2023	0	11.16
		Vendor Subtotal:			11.16
9006-90-9060-41914	MUSCATINE POWER & WATER	October Internet -Sunset	11/13/2023	0	82.97
		Vendor Subtotal:			82.97

9006-90-9060-43100	MUSCATINE POWER & WATER	October Water - 2806 Apt F	11/13/2023	0	23.64
		Vendor Subtotal:			23.64
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric -Sunset	11/13/2023	0	55.11
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric - 2806 Apt F	11/13/2023	0	91.40
		Vendor Subtotal:			146.51
9006-90-9060-43700	ALLIANT ENERGY	August Gas - 2708 Apt D	11/07/2023	0	13.65
9006-90-9060-43700	ALLIANT ENERGY	September Gas - 2708 Apt D	11/07/2023	0	13.65
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2900 Apt E	11/07/2023	0	18.12
9006-90-9060-43700	ALLIANT ENERGY	September Gas - 2900 Apt E	11/07/2023	0	13.65
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2800 Apt B	11/07/2023	0	33.56
9006-90-9060-43700	ALLIANT ENERGY	September Gas - 2800 Apt B	11/07/2023	0	26.41
		Vendor Subtotal:			119.04
9006-90-9060-43900	MUSCATINE POWER & WATER	October Sewer - 2806 Apt F	11/13/2023	0	33.28
		Vendor Subtotal:			33.28
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE`	Maint Full-Time Wages 11/9/23	11/13/2023	0	2,247.21
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE`	Maint Part-Time Wages 11/9/23	11/13/2023	0	82.74
		Vendor Subtotal:			2,329.95
9006-90-9060-44201	ARNOLD MOTOR SUPPLY	Protectant Wipes	11/13/2023	0	6.99
		Vendor Subtotal:			6.99
9006-90-9060-44202	CITY OF MUSCATINE HOUSING RE`	October Fuel	11/07/2023	0	58.14
		Vendor Subtotal:			58.14
9006-90-9060-44203	MENARDS (MUSC)	Drop Cloth	11/13/2023	0	19.83
		Vendor Subtotal:			19.83

9006-90-9060-44203	AMAZON.COM	3 Pack Blink Outdoor Camera + Flood Li	11/13/2023	0	164.98	00025299
		Vendor Subtotal:			164.98	
9006-90-9060-44204	PLUMB SUPPLY COMPANY	Turn Stop	11/07/2023	0	54.78	
		Vendor Subtotal:			54.78	
9006-90-9060-44204	MUSCATINE LUMBER	Bracket Shelf	11/07/2023	0	16.38	
		Vendor Subtotal:			16.38	
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Kitchen Faucet Spout: Delta RP63131	11/07/2023	0	238.03	00025548
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Kitchen Faucet Stock: Delta 2400LF	11/07/2023	0	124.13	00025548
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Bath/Lavatory Faucet Stock: Delta 25	11/07/2023	0	113.90	00025548
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Bath/Lavatory Faucet Stock: Delta 25	11/07/2023	0	1.93	
		Vendor Subtotal:			477.99	
9006-90-9060-44208	PLUMB SUPPLY COMPANY	Sidewall Grill	11/07/2023	0	5.12	
		Vendor Subtotal:			5.12	
9006-90-9060-44218	PDQ SUPPLY INC	Knob	11/07/2023	0	123.00	
		Vendor Subtotal:			123.00	
9006-90-9060-44301	CITY OF MUSCATINE HOUSING RE'	October Refuse	11/07/2023	0	37.40	
		Vendor Subtotal:			37.40	
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 11-9-23 2812E 1st BB Follow Up	11/14/2023	0	100.00	00026002
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 11-9-23 2812E 1st BB Follow Up	11/14/2023	0	25.00	
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 10-12-23 SSP 2812E Bed Bug Initia	11/13/2023	0	615.00	00025716
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2904 B	11/07/2023	0	20.00	
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2904 B	11/07/2023	0	20.00	
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 10-26-23 2812 E Bed Bug	11/07/2023	0	100.00	00025829
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 10-26-23 2812 E Bed Bug	11/07/2023	0	25.00	
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control Monthly	11/07/2023	0	500.00	

9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control Monthly	11/07/2023	0	50.00	
		Vendor Subtotal:			1,455.00	
9006-90-9060-44310	MICHAEL W SCHULTE	SS 2704B Window Glass Replacement, (	11/07/2023	0	191.90	00025674
9006-90-9060-44310	MICHAEL W SCHULTE	Screen Repair	11/07/2023	0	47.20	
		Vendor Subtotal:			239.10	
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	SS 2904B Waterheater Installation Parts/I	11/07/2023	0	96.08	00025745
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	SS 2904B Waterheater Installation Labor	11/07/2023	0	480.00	00025745
9006-90-9060-44311	KELLY HEATING COOLING & PLBG	Service Call 2900 C	10/24/2023	0	242.60	
		Vendor Subtotal:			818.68	
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE`	Unemployment 11/9/23	11/13/2023	0	1.56	
		Vendor Subtotal:			1.56	
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE`	FICA 11/9/23	11/13/2023	0	249.11	
		Vendor Subtotal:			249.11	
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE`	IPERS 11/9/23	11/13/2023	0	313.80	
		Vendor Subtotal:			313.80	
		Subtotal for FUND: 9006			8,393.28	
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE`	Admin Full-Time Wages 11/9/23	11/13/2023	0	5,407.47	
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE`	Admin Part-Time Wages 11/9/23	11/13/2023	0	730.84	
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE`	Admin Longevity 11/9/23	11/13/2023	0	13.33	
		Vendor Subtotal:			6,151.64	
9007-90-9070-41500	CITY OF MUSCATINE HOUSING RE`	Auto Allowance 11/9/23	11/13/2023	0	12.50	
		Vendor Subtotal:			12.50	

9007-90-9070-41901	TCM BANK NA VISA	NAHRO - Housing Poster Calendars	11/14/2023	0	99.90
		Vendor Subtotal:			99.90
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE`	MPW Sept Base PRI	11/07/2023	0	44.44
		Vendor Subtotal:			44.44
9007-90-9070-41904	TCM BANK NA VISA	Google - Google Voice	11/14/2023	0	12.11
		Vendor Subtotal:			12.11
9007-90-9070-41905	CITY OF MUSCATINE HOUSING RE`	October Postage	11/07/2023	0	264.30
		Vendor Subtotal:			264.30
9007-90-9070-41907	TCM BANK NA VISA	Canva - Subscription	11/14/2023	0	179.99
		Vendor Subtotal:			179.99
9007-90-9070-41908	ADVANCED BUSINESS SYSTEMS IN	Copier	11/13/2023	0	215.00
		Vendor Subtotal:			215.00
9007-90-9070-41910	CROSSROADS INC.	Shredding	11/07/2023	0	22.00
		Vendor Subtotal:			22.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Checks	11/07/2023	0	30.00
		Vendor Subtotal:			30.00
9007-90-9070-41914	CITY OF MUSCATINE HOUSING RE`	MPW Sept/Oct Machlink	11/07/2023	0	78.10
		Vendor Subtotal:			78.10
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE`	Unemployment 11/9/23	11/13/2023	0	6.57

		Vendor Subtotal:			6.57
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE`FICA 11/9/23		11/13/2023	0	453.97
		Vendor Subtotal:			453.97
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE`IPERS 11/9/23		11/13/2023	0	580.73
		Vendor Subtotal:			580.73
9007-90-9070-47150	HECTOR OR KIM CASTILLO	New HAP J Rucci Full November	11/14/2023	0	89.00
		Vendor Subtotal:			89.00
9007-90-9070-47150	STEPHANIE KELLY	New HAP M Duclee Full November	11/14/2023	0	510.00
		Vendor Subtotal:			510.00
9007-90-9070-47150	MUSCATINE HOUSING LTD PARTN	New HAP B Gordy 13 of 31 Days Oct Fu	11/14/2023	0	647.00
		Vendor Subtotal:			647.00
9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Credit M Duclee	11/14/2023	0	124.00
		Vendor Subtotal:			124.00
9007-90-9070-47150	REAL ESTATE RESOURCE ASSOCIA	New HAP D Carroll Full November	11/14/2023	0	807.00
		Vendor Subtotal:			807.00
9007-90-9070-47150	LUIS & GABBY ALVAREZ	New HAP D Lopez Full November	11/14/2023	0	506.00
		Vendor Subtotal:			506.00
9007-90-9070-47150	MUSCATINE HOUSING SOLUTIONS	New HAP B Reddick Full November	11/14/2023	0	564.00
		Vendor Subtotal:			564.00

9007-90-9070-47150	JLTF LLC	New HAP D Tibbetts Full November	11/14/2023	0	369.00
		Vendor Subtotal:			369.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE`Admin Full-Time Wages 11/9/23		11/13/2023	0	1,818.81
		Vendor Subtotal:			1,818.81
9007-90-9071-41904	TCM BANK NA VISA	Google - Google Voice	11/14/2023	0	24.23
		Vendor Subtotal:			24.23
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE`FICA 11/9/23		11/13/2023	0	136.12
		Vendor Subtotal:			136.12
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE`IPERS 11/9/23		11/13/2023	0	171.69
		Vendor Subtotal:			171.69
		Subtotal for FUND: 9007			13,918.10
		Report Total:			1,257,028.76

City of Muscatine

ITEM NUMBER 2023-0471

IN-DEPTH ITEM - CITY COUNCIL

DATE: 11/16/2023

STAFF

Jeff Jirak, Police Captain
Courtney Patel, Animal Control Officer
Anthony Kies, Police Chief

SUBJECT FOR DISCUSSION

Second Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations

EXECUTIVE SUMMARY

Presented for City Council's consideration is an ordinance amending title 6 chapter 8 regarding animal regulations. The changes included are:

- Changes to the definitions of irresponsible owner and vicious dog.
- Changes in the definition of dangerous animals regarding snakes to reflect Iowa code.
- Changes to 6-8-3 to exclude paragraph B, removing late penalties for registration.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Staff recommends approval of the second reading of ordinance.

BACKGROUND/DISCUSSION

A dangerous animal appeal was presented to City Council at the June 15, 2023 regular meeting. The Council directed the Police Department staff to consider changes to the current City Code. The staff has researched and prepared the proposed changes to align City Animal Regulations with the State of Iowa Code. City staff also proposed minor changes to Title 6, Chapter 8 of the City Code to assist in code enforcement . Police Department staff have undertaken these proposed changes to meet the City Council's goal of a Safe Community.

ATTACHMENTS

1. Ord_2023-0471 (4)
2. July 15 meeting minutes re animal appeal excerpt
3. Memo to CC - citizen questions re keeping of snakes 11.13.23

CITY OF MUSCATINE
ORDINANCE 2023-0471

ORDINANCE AMENDING TITLE 6, CHAPTER 8 OF THE CITY CODE OF MUSCATINE, IOWA - ANIMAL REGULATIONS

WHEREAS, The City of Muscatine's current animal regulation can be found in Title 6, Chapter 8 of the City Code of Muscatine, Iowa; and

WHEREAS, The City of Muscatine desires to ensure the safety and welfare of its residents and the humane treatment of animals; and

WHEREAS, On September 14, 2023, City Staff provided an overview of minor changes to animal regulations for the City of Muscatine, and proposed possible amendments to the City Code; and

WHEREAS, City Council directed City staff to prepare changes to portions of Title 6, Chapter 8 of the City Code of Muscatine, Iowa, related to the regulation of animal registration, dangerous animals, vicious dogs, and irresponsible owners.

NOW THEREFORE, be it ordained by the City Council of the City of Muscatine, in the State of Iowa, as follows: The currently adopted versions of Title 6, Chapter 8 of the City Code of Muscatine, Iowa, are hereby deleted and exhibit A, as attached, is hereby adopted in lieu thereof. This ordinance shall be in effect from and after the passage, approval and publication of this ordinance as provided by law.

SECTION 1: **AMENDMENT** "6-8-1 Definitions" of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6-8-1 Definitions

For use in this Ordinance, the following terms are defined:

A. "Adequate Food" means providing, at suitable intervals of not more than twenty-four (24) hours, unless the dietary requirements of the animal so require, a quantity and quality of wholesome foodstuff, suitable for the physical condition and age of the animal, served in a clean receptacle or container, sufficient to maintain an adequate level of nutrition for such animal.
B. "Adequate Indoor Shelter" means a properly ventilated and illuminated facility, sufficiently regulated by heating or cooling to protect the animal from extremes of temperature and sufficient to provide for the animal's health and comfort.
C. "Adequate Outdoor Shelter" means a structurally sound and weatherproof shelter

made up of four (4) solid sides, a roof and a floor off the ground, which provides adequate protection from exposure to weather conditions and is placed in an area free of debris, feces and standing water. An adequate outdoor shelter must meet the requirements of adequate space. An animal crate is not an adequate outdoor shelter.

D. “Adequate Sanitation” means cleaning or sanitizing of enclosures and housing facilities to remove excreta and other waste materials and dirt so as to minimize health hazards, flies or odors.

E. “Adequate Space” means primary enclosures and housing facilities constructed and maintained so as to provide sufficient space to allow each animal to make normal postural and social adjustments with adequate freedom of movement to maintain physical condition.

F. “Adequate Veterinary Care” means prompt reasonable care provided to a sick, diseased or injured animal by a licensed veterinarian, euthanized in a manner deemed appropriate by the City, or turned over to the City with approval of the Chief of Police, or designee.

G. “Adequate Water” means reasonable access to a supply of clean, fresh, potable water, provided in a sanitary manner.

H. "Altered" means a neutered male dog or cat which has been rendered sterile by a surgical procedure (orchiectomy), or a spayed female dog or cat which has been rendered sterile by a surgical procedure (ovariohysterectomy).

I. “Animal” means dogs, cats, all domestic animals, and any other animal owned by a person.

J. "At Large" means any animal found off the premises of his owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel, on a leash, or "at heel" beside a competent person and obedient to that person's command.

K. "Commercial Establishments" means an animal shelter, boarding kennel, commercial breeder, commercial kennel, dealer, pet shop, pound, public auction, or research facility as defined in Iowa Code §162.

L. "Dangerous Animal" means:

1. Any animal as defined in this Chapter and is not a dangerous dog which is not naturally tame or gentle; which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so.
2. Any animal declared to be dangerous by the City Council.
3. The following animals which shall be deemed to be dangerous animals per se:
    a. Lions, tigers, jaguars, leopards, cougars, lynxes, cheetahs, and bobcats;
    b. Wolves, coyotes, and foxes;
    c. Badgers, wolverines, weasels, and skunks;
    d. Raccoons;
    e. Bears;
    f. Monkeys and chimpanzees;
    g. ~~Alligators and crocodiles~~A member of the order crocodilia, including

but not limited to alligators, caimans, crocodiles, and gharials;

h. ~~Scorpions;~~A member of the order squamata which is any of the following:
    (1) A member of the family varanidae, which are limited to water monitors and crocodile monitors.
    (2) A member of the family atractaspidaw, including but not limited to mole vipers and burrowing asps.
    (3) A member of the family helodermatidae including but not limited to bearded lizards and gila monsters.
    (4) A member of the family elapidae, viperidae, crotalidae, atractaspidae, or hydrophidae which are venomous, including but not limited to cobras, mambas, coral snakes, kraits, adders, vipers, rattlesnakes, copperheads, pitvipers, keelbacks, cottonmouths, and sea snakes.
    (5) A member of the superfamily henophidia, which are limited to reticulated pythons, anacondas, and african rock pythons.
i. ~~Snakes that are venomous or constrictors~~Burmese Pythons;
j. ~~Gila monsters~~Snakes over the length of six (6) feet; and
k. Any crossbreed of such animals which have similar characteristics to the animals specified above.

M. "Dangerous Dog" means any dog that, while on public or private property (including the owner's property)
    1. Behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal, chasing or approaching a human upon the streets, sidewalks, or any public or private property in a menacing or threatening manner and in an apparent attitude of attack without provocation;
    2. Causes injury to a domestic animal; or
    3. Has caused a bite injury and is not a vicious dog.
N. "Dogs" means both male and female animals of the canine species whether altered or not.
O. "Domestic Animal" means an animal that has been tamed and kept by humans as a work animal, food source, or pet.
P. "Irresponsible Owner" means an owner that has violated this Chapter one (1) or more times on three (3) separate occasions within a rolling twelve-month period or has violated this chapter on one (1) occasion that is so egregious it may result in determination.~~.~~
Q. "Owner" means any person or persons, firm, association, or corporation owning, keeping, sheltering, or harboring an animal, including but not limited to feeding, watering, and providing veterinary care.
R. "Serious Injury" means any physical injury that results in one or more broken bones, multiple bites, or one or more lacerations requiring sutures, or an injury requiring reconstructive or plastic surgery.
S. "Tethering" means fastening an animal to a fixed object, including a trolley or pulley, so as to limit its range of movement using a rope, chain, or similar device.

T. "Unaltered" means a dog or cat that has not been altered as defined in this Section.
U. “Unattended Dog” means a dog that is outdoors without the supervision of a person.
V. “Vicious Dog” means any dog that, while on public or private property (including the owner’s property), without provocation or justification bites or attacks a person and causes serious physical injury or death. ~~or is declared vicious under this Chapter.A~~ A dog may also be deemed vicious after three (3) or more bites causing any level of bodily injury.

SECTION 2: **AMENDMENT** “6-8-3 Registration And License” of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

6-8-3 Registration And License

A. All dogs or cats six (6) months of age or older shall be registered by an owner who is 18 years of age or older and the owner, except owners of seeing-eye dogs or owners who are confined to a wheelchair who are exempt from paying the registration and licensing fee but shall register their dogs or cats, shall pay the fee to the City in the office of the Department of Finance and Records or designee. The fee required by this Section shall be set by resolution of the City Council and is listed in the Schedule of Permit and Licensing Requirements in Appendix B to this Code of Ordinances. The license will be in full force and effect until the anniversary date of the rabies vaccination or inoculation of the animal and thereafter shall be renewable as determined by the animals’ vaccination schedule.
~~B. It is the responsibility of the owner to furnish written proof that the dog or cat being registered is altered. Persons making a license renewal application received after thirty (30) calendar days of license expiration date shall pay as a penalty as listed in the Schedule of Permit and Licensing Requirements in Appendix B to this Code of Ordinances.~~
C. The provisions of this Section shall not apply to dogs or cats in the custody of a veterinarian or animal shelter or animal rescuer or Animal Control Officer or Police Officer or whose owners are nonresidents temporarily within the City for a period not exceeding thirty (30) calendar days.
D. It shall be a violation of this Section for any person to knowingly issue a check for which funds are insufficient or to stop payment on any check written in payment of fees contained in this Section. Any license(s) or penalties paid for with such checks are, in the case of the license, invalid, and in the case of the penalty, still outstanding.
E. No dog or cat shall be registered or licensed under this Section unless a certificate of a licensed veterinarian certifying to the fact and date of rabies inoculation of such dog or cat shall have been filed with or exhibited to the authorized agent of the City in the Department of Finance and Records or designee, showing vaccination or inoculation as required by Section 6-8-2 of the City Code.

F. Upon payment of the fee as provided in this Section and upon producing a certificate of inoculation or vaccination, the agent of the City in the Department of Finance or designee shall furnish to the person paying such fee a numbered license tag and memorandum of registry for each dog or cat for which such fee has been paid. It shall be a violation of this Section for any person to sell or transfer ownership of any dog or cat over six (6) months of age without a dog or cat license.

G. The Department of Finance and Records or designee shall keep a complete registry of all licensed dogs and cats, their breed, color and sex, and shall also enter therein the name and address of the owner as given and the number of the license tag.

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

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

First Reading:
Second Reading:
Third Reading:
Publication:

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

Presiding Officer	Attest
_____	_____
Dr. Brad Bark, Mayor, City of Muscatine	Carol Webb, City Clerk, City of Muscatine

City of Muscatine

CITY COUNCIL MINUTES
Thursday, June 15, 2023

1. CALL TO ORDER

Mayor Bark called the City Council meeting for June 15, 2023 to order at 06:00 PM.

2. INVOCATION

Police Chief Tony Kies was present to give the invocation.

3. ROLL CALL

Councilmembers Present: Nadine Brockert, Jeff Osborne, Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Councilmembers Absent: John Jindrich. Mayor Dr. Brad Bark, Acting City Administrator Jerry Ewers and Administrative Secretary Cinda Hilger were also present.

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

A. Request to reappoint Mahammad Pasha and Andrea Kreitner to the Airport Advisory Commission.
Request to approve the appointment of Ann McCarthy and Kathleen Haltmeyer to the Art Center Board of Directors
Request to approve the reappointment of Jeff Cochran to the Civil Service Commission.
Request to approve the reappointment of Moriah Ellis to the Historic Preservation Commission.
Request to approve the appointment of Diana Boeding and Kevin Knox to the Library Board of Trustees.
Request to approve the appointment of Kent Jurgensen to the Planning and Zoning Commission.
Request to approve the appointment of Delmar Kuhlers to the Parks and Recreations Advisory Commission.
Request to approve the appointment of Paul Minicucci to the Public Art Advisory Commission.

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

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to approve the agenda as presented. Vote: Ayes -6, Nays - 0, Motion Passed.

7. COMMUNICATIONS - CITIZENS

A. Dangerous Animal Appeal Hearing-Thomas Phillip, Cynthia Cortez

Thomas Phillips and Cynthia Cortez 2829 Highland Court were present to Appeal A Dangerous Animal Notice.

Mr. Phillips stated they were unaware at the time of moving to Muscatine that the City Code did not allow residents to have any type of snake considered a restrictor on their property. He states that these animals are not pets and they are his business and therefore should be exempt from that code. Ms. Cortez shared information regarding the Ball pythons and that they are legal in Iowa, available in all pet stores, harmless to humans and small animals and they have been the most rapidly growing reptile pet since the 1990's. Ms. Cortez stated there are no recorded incidences of a ball python causing harm to humans.

Mr. Phillips and Ms. Cortex stated they would like to see the City Ordinance changed to be more specific as to what is and is not allowed and stated they feel it is very vague at this point.

The City Council had questions regarding when the business was created, the condition of the area where animals are being held, the safety measures in place to keep the animals from escaping, the breeding process and number of snakes expected in the upcoming years, and what the animals are fed that were addressed by Mr. Phillips and Ms. Cortez.

City Councilmembers asked for Jeff JIrak and Courtney Patel (Police Dept and Animal Control) to come share their thoughts on this situation.

Mr. Jirak stated that his job is to enforce the City Code and that this is a violation of the City Code. Mr. Jirak stated if the Council would like to change the code, he has no problem with that but at this time they are in violation. Mr. JIrak stated he had not had any complaints or problems with Mr. Phillips and Ms. Cortez and they have been very professional and the animals are being kept in a very organized and clean environment.

Councilmember Brockert asked for input from City Attorney Brent Hinders. Mr. Hinders stated he could look into changing the ordinance but it would have to be at another meeting as that was not on the agenda for this meeting.

Councilmember Gordon made a motion to delay the decision for 90 days to allow City Council to have more discussion and do more research on this topic, seconded by Councilmember Osborne.

Vote: Ayes - 6, Nays - 0 Motion passed.

This item will be added to the September in-depth meeting for further discussion.

MUSCATINE

Public Safety Building
312 East Fifth Street
Muscatine, IA 52761-4294
(563) 263-9922 Voice/TT
Fax (563) 288-0964

POLICE DEPARTMENT – A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

DATE: November 7, 2023

TO: Mayor Bark and City Councilmembers

FROM: Jeff D. Jirak, Police Department Captain

THRU: Carol Webb, City Administrator CW

RE: Council Meeting – 10.19.23, RE: Ordinance Amending Title 6, Chapter 8 of the City code of Muscatine, Iowa-Animal Regulations.

At the request of Council, City Staff provided changes to ordinance language as provided in (2023-0471). As a result, a recommendations has been made for the following questions to be answered:

Questions:

Would City Council have to rezone residence a commercial business since it is considered a pet store?

City of Muscatine Code 10-20-4 “Home Occupations”, allows for home-based business activity, not otherwise permitted by Title 10, in residential districts that is clearly subordinate and compatible with residential land uses, and will not negatively impact the character of the residential area”.

If the residence were considered a pet store, under State of Iowa Code 162.2 (19) a property is considered a “pet store” when any of the following applies:

(a) The establishments receives less than one thousand dollars from the sale or exchange of vertebrate animals during a twelve-month period.
(b) The establishment sells or exchanges less than twelve animals during a during a twelve month period.

At this point and without further supporting evidence, it is unknown how many rats (vertebrate animals) have been sold, if any, for profit in the last twelve-month period or if the establishment has sold or exchanges less than twelve ball pythons in a twelve month period.

Does the residence need to be licensed as a pet store by the Department of Agriculture if they

sell 12 or more snakes or make $1000 or more per year?

According to the Iowa Department of Agriculture, a pet shop license with the state is required if sales of vertebrate animals, excluding fish, is greater than 12 animals or $1,000 in sales in a 12 month period. If they were born and reared at the facilities premise, they do not require licensing.

If a residence is a business, are property taxes adjusted?

According to the Iowa Department of Revenue, property taxes can be adjusted if a residential property is rezoned commercial or industrial. Based upon City of Muscatine "Home Occupation" (10-20-4), there are no intentions of rezoning the single residence located at 2829 Highland Court Muscatine Iowa.

Are utilities adjusted if the property becomes commercial space?

It would be at the discretion of the utilities provider on rate adjustment. Under City of Muscatine Code 10-20-4 (B)(2)(g) the electrical service for the home occupation shall not exceed 200 amps.

Would an annual inspection need to be completed by the Department of Agriculture?

Once again, the City of Muscatine "Home Occupation" ordinance may apply. Unless the residence is identified as a business classification, which would be subject to licensure, the Department of Agriculture would not conduct annual inspections.

Is there a requirement for a sprinkler system in the house if it is listed as a business?

Based the State of Iowa "Home Occupation" law, a home based business is not required to have sprinkler system.

What is the contingency plan should there be a fire, tornado, medical emergency or other disaster?

Property owners are responsible for the evacuation, containment or recovery of any owned animals. In the event of an emergency, first responders would follow existing procedures in rendering care for recovered animals. The Muscatine Animal Control Officer may be called upon to assist.

Will reptiles and rodents perish or is it possible they could get out?

The priority of any first responder, in the event of natural or man-made emergency, is the preservation of life. It is possible, however that animals contained inside of the residence in question could either perish or escape, depending on the emergency.

What about EMS responder's awareness (Police, Fire, Ambulance)?

Upon emergency call for service where police, fire or ambulance service are called, it is the home owners owner's responsibility to make proper notification of the presence of unnatural or dangerous condition's that may be encountered by the responding service.

In the event snakes or rats do escape, who is contacted and what is the procedure?

In the event of snakes or rats escaping, the City of Muscatine Animal Control Officer (ACO) should be contacted or in the ACO's absence, the Muscatine Police Department. Police or ACO personnel will follow established policy and procedures toward mitigating the issue.

Is special homeowners insurance required or would it be insured as a business?

It is the responsibility of the homeowner to adhere to current insurance requirements.

Is a bond needed by the city?

No. As a "Home Occupation" the City of Muscatine would not require a bond.

Are there Children in the home?

An inquiry was made with the Muscatine Community School and found there are no children registered as living at 2829 Highland Court Muscatine Iowa.

Is there a Material Safety Data Sheet (MSDS sheet), or if applicable, a placard for cleaning materials?

Currently, there are no placards for materials required to be posted by the homeowners. If the status of the property in question changes, the City of Muscatine Housing Inspectors will determine if an inspection is necessary.

Do they need a certificate of vet inspection?

Currently, under the City of Muscatine "Home Occupation" classification, vet inspections are not mandated.

Does this open the door for another type of business or other for other businesses to open in neighborhoods?

The decision to open a business within the city limits of Muscatine is the decision of its owner. The business owner would need to follow all existing City ordinances or upon notification of an ordinance violation, appeal the decision to the City Council for review.

Are you aware that some states require you to have a permit to own a pet ball python?

Yes, different law are applied in different States. The City of Muscatine is doing its due

diligence in bringing current code up to date with the intent of maintaining the health and safety for all citizens.

If they are a breeder, then aren't they an agriculture or livestock business, which is not allowed in the city limits?

Title 10 (Zoning) Chapter 29 section 2 definitions – "Keeping of Animals in Residential Districts" provide two definitions. The first, domestic companion animals and the second "small farm type animals". A domestic companion animal is defined as:
Domestic Companion Animal – "A domestic animal customarily kept, and cared for, by the occupants of a dwelling for personal pleasure, and which are not raised for food or fur, or monetary gain. Typically, this includes dogs, cats, birds, and other small mammals and reptiles, but not fowl, herd animals, goats, horses, other farm type animals, or types of animals prohibited elsewhere in the City Code".

A small farm type animal is defined as "small sized animals or fowl normally raised on a farm, or as part of a commercial agricultural or animal husbandry operation, or normally used for purposes related to agricultural production, included but not limited to chickens, guinea hens, geese, ducks, turkeys, pigeons, mink and other animals or fowl of similar size and type, whose mature weight is less than 30 pounds, young or miniature large animals are not included in this definition and are considered large animals. This category does not include domestic companion animals".

Given the current conditions located at 2829 Highland Court Muscatine Iowa, the ball python cannot be identified as a domestic companion animal due to it being raised for monetary gain nor can the snake be considered a small sized farm animal because it is not being raised for agricultural production.

City of Muscatine Code Section 10-29-3 (C) "Regulations applying to parcels under 2 acres in size" clearly state, "keeping of small farm type animals, medium farm type animals, or large farm type animals is prohibited" and,

City of Muscatine Code Section 10-29-3 (D) "Kennels or any other forms of boarding animals for compensation are prohibited".

Is there an environmental impact to breeding snakes that are not indigenous species to Iowa?

The State of Iowa allows the possession of ball python snakes. Currently, there are no known environmental impacts as a results of breeding ball pythons, which are not an indigenous species to Iowa.

Next Steps

Receive direction from City Council on changes needing to be made, if any on City of Muscatine Ordinance 2023-0471.

City of Muscatine

ITEM NUMBER 2023-0501

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Third and Final Reading of an Ordinance Creating a Construction Appeal & Advisory Board

EXECUTIVE SUMMARY

Presented for Council consideration is the third and final reading of an ordinance that would create a construction advisory and appeal board tasked with hearing appeals relating to the enforcement of building codes. The purview of the Board would also include making recommendations on the adoption of and amendments to building codes.

STAFF RECOMMENDATION

Staff recommends Council adopt this ordinance on third and final reading and to direct for its publication as required by law.

BACKGROUND/DISCUSSION

Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process. Many communities have appeal boards to hear appeals of actions, determinations, or decisions made under the building codes, and also to make recommendations on the adoption of and amendment to building codes. These boards are typically made up of community members who have knowledge, training, and experience relating to building construction and are appointed by the City Council. Prior to 2015, the City Code established a Construction Appeal and Advisory Board. However, this board was removed during recodification in 2015 because it had not been used in many years.

The development, administration, and implementation of building codes would be more effective with a dedicated board of qualified community members to provide input on current and proposed building codes. Members of this board will need to have knowledge, training, and experience related to building construction and would be responsible for hearing appeals of actions, determinations, or decisions made under the building codes, in addition to making

recommendations on amendments to the adopted building codes.

At the September City Council in-depth meeting, staff was directed to bring forward an ordinance creating such a board. The attached ordinance does so.

Next Steps

Upon final approval of this ordinance, staff will commence the process of soliciting applications from qualified and interested individuals to serve on the Construction Appeal and Advisory Board. Information about the board and its functions will be disseminated through social media and a press release. Additionally, information about the board and a solicitation for applicants will be directly sent to all participants and invitees of the recent series of meetings about the building codes that were held with local contractors and other interested parties.

Once a sufficient number of applications are received, the Nominating Committee will review the applications and nominate five individuals to serve on the Board. The full City Council will then take action on these nominations. The newly seated board will hold an organizational meeting to select its officers, establish a standing meeting time and date, and approve its bylaws. Staff will prepare a draft version of the bylaws for the board's consideration. Before the board's first meeting, staff will establish the forms and procedures for submitting appeals to the board for consideration. Staff will also conduct public outreach to inform the community about the board's establishment and how they can utilize its services.

Once the board begins holding regular meetings, it will, in addition to hearing appeals, initiate the process of formulating a recommendation to the City Council on the adoption of the 2021 building codes. This recommendation will also encompass local amendments. The board will specifically be requested to provide input on the following four issues/questions:

- The definition of a historic building;
- The distinction between a repair and a remodel;
- The criteria for determining a change of use;
- The definition of a legal nonconforming (grandfathered) use.

CITY FINANCIAL IMPACT

No direct financial impact.

ATTACHMENTS

1. ORDINANCE CREATING A CONSTRUCTION APPEAL & ADVISORY BOARD (Ord. #2023-0501)

CITY OF MUSCATINE
ORDINANCE 2023-0501

ORDINANCE CREATING A CONSTRUCTION APPEAL & ADVISORY BOARD

WHEREAS, Currently, the City Code does not define a specific process for appealing actions, determinations, or decisions made under the building codes in Title 8. Therefore, any such appeal would be heard by the City Council under the auspices of Chapter 14 of Title 1, which establishes a procedure for appeals of matters for which the City Code does not provide a specific process;

WHEREAS, The development, administration, and implementation of building codes would be more effective if there was a dedicated board of community members appointed by the City Council. This board would have knowledge, training, and experience relating to building construction and would be responsible for hearing appeals of actions, determinations, or decisions made under the building codes and for making recommendations on amendments to the adopted building codes;

WHEREAS, The Construction Appeal & Advisory Board shall serve as the Board of Appeals in connection with the building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8;

WHEREAS, The Construction Appeal & Advisory Board shall advise the City Council on matters pertaining to the regulation of construction activities including the adoption of building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8

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

SECTION 1: **AMENDMENT** "CHAPTER 2-13 (RESERVED)" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

CHAPTER 2-13 ~~(RESERVED)~~CONSTRUCTION APPEAL AND ADVISORY BOARD

2-13-1 - Creation

The Construction Appeal & Advisory Board hereby created, with duties and responsibilities as set forth in this Chapter.

2-13-2 - Number of Members

The Construction Appeal & Advisory Board shall consist of five gender balanced members.

2-13-3-Appointment

A. The members are to be appointed by City Council.
B. Members shall be qualified by training and experience and training to pass upon matters pertaining to building construction.
C. Members shall be a resident of the City of Muscatine, Iowa.

2-13-4 - Term Duration and Limits

A. Duration
    1. The term of office of such members shall commence with their appointment and shall be for 5 years, except to fill vacancies provided, however, that appointments to the first Board shall be two members for five years, two members for four years, and one member for three years.
    2. Each term shall commence on the first day of July.
    3. All members of the Board shall remain on the Board until their successors are appointed.

B. Term Limits
No individual shall serve more than two full consecutive terms on the Board.

2-13-5 - Removal - Vacancies

The City Council may, at any time, remove any member of the Board after showing due cause, and shall fill the vacancies occurring on the Board by removal or otherwise.

2-13-6 Compensation of Members

All members of the Construction Appeal & Advisory Board shall serve without compensation.

2-13-7 - Chairperson and Secretary

The Construction Appeal & Advisory Board shall select a Chairperson, who shall preside over all Board meetings. The City Administrator or their designee shall serve as Secretary and be responsible for maintaining written records of the Board's proceedings.

2-13-8 - Responsibilities and Duties

A. Appeals
The Construction Appeal & Advisory Board shall serve as the Board of Appeals in connection with the building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8.

B. Advisory Function
The Construction Appeal & Advisory Board shall Advise the City Council on matters pertaining to the regulation of construction activities including the adoption of building code, mechanical code, plumbing code, electrical codes, and other codes adopted in Title 8.

SECTION 2: **AMENDMENT** "8-1-5 (Reserved)" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

8-1-5 ~~(Reserved)~~Appeals

8-1-5 Appeals

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 3: **ADOPTION** "8-3-8 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

ADOPTION

8-3-8 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 4: **ADOPTION** "8-4-3 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

A D O P T I O N

8-4-3 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 5: **ADOPTION** "8-7-5 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

A D O P T I O N

8-7-5 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 6: **ADOPTION** "8-9-5 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

A D O P T I O N

8-9-5 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

SECTION 7: **ADOPTION** "8-10-3 Appeals" of the Muscatine Municipal Code is hereby *added* as follows:

A D O P T I O N

8-10-3 Appeals*(Added)*

Whenever the Building Official disapproves an application or refuses to grant a permit applied for, under the provisions of this Chapter, or when it is claimed that the provisions of this Chapter do not apply or that the true intent and meaning of a provision of the Chapter have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Building Official to the Construction Appeal & Advisory Board within 30 days from the date of the decision. For appeal purposes, the date of issue shall be the date the Building Official signs, dates, and mails the written decision. Failure to file a timely notice of appeal as required herein shall constitute a waiver of the right to appeal and the decision of the Building Official shall be final.

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

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

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

First Reading:
Second Reading:
Third Reading:
Publication:

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

Presiding Officer	Attest
_____	_____
Dr. Brad Bark, Mayor, City of Muscatine	Carol Webb, City Clerk, City of Muscatine

City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolutions (15) Approving Annual Appropriations for TIF Rebates for Fiscal Year 2024/2025:

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year

2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1

of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

City of Muscatine

ITEM NUMBER 2023-0531

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $320,000 for the Wal-View Developments Project #1 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI

Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

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12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited

Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates

for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Wal-View #1.11-16-23

RESOLUTION 2023-0531

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Wal-View Developments Limited Company/GSTC Logistics, Inc. (Project #1)

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $320,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. dated June 20, 2013; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $320,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0532

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $175,000 for the Wal-View Developments Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on

May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Wal-View #2.11-16-23

RESOLUTION 2023-0532

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year - Wal-View Developments Limited Company/GSTC Logistics, Inc. (Project #2)

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $175,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. dated December 18, 2014; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $175,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0533

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $60,000 for the Musco Sports Lighting Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Musco #2.11-16-23

RESOLUTION 2023-0533

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Musco Sports Lighting (Project #2)

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $60,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Musco Sports Lighting dated November 21, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $60,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0534

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $38,000 for the Harrison Lofts, LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

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13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

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The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

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The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Harrison Lofts.11-16-23

RESOLUTION 2023-0534

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Harrison Lofts, LLC

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Highway 38 Northeast Urban Renewal Area as Amended (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $38,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Harrison Lofts, LLC dated October 20, 2016; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $38,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0535

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $400,000 for the Riverview Hotel Development TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Riverview Hotel Dev.11-16-23

RESOLUTION 2023-0535

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Riverview Hotel Development

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Iowa Reinvestment District Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $400,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Riverview Hotel Development dated June 1, 2017; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $400,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0536

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $107,000 for the HNI Corporation TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res HNI Corp.11-16-23

RESOLUTION 2023-0536

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – HNI Corporation

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine North University Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $107,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with HNI Corporation dated February 9, 2017; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $107,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0537

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $78,000 for the White Distribution & Supply LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res White Distribution.11-16-23

RESOLUTION 2023-0537

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – White Distribution & Supply LLC

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine WDS Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $78,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with White Distribution & Supply LLC dated April 5, 2018; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $78,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0538

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI

Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited

Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates

for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Hershey Bldg.11-16-23

RESOLUTION 2023-0538

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Bush Development, LLC/Hershey Development, LLC - for the Hershey Building Project

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Hershey Building Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $73,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Bush Development, LLC/Hershey Development, LLC, dated May 2, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $73,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0539

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $30,000 for the JNB Oak Park, LP TIF Rebate for the Fiscal year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

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The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Oak Park.11-16-23

RESOLUTION 2023-0539

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – JNB Oak Park LP

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Oak Park Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $30,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with JNB Oak Park, LP dated April 4, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $30,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0540

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $40,000 for the NPSW Enterprises, LLC TIF Rebate for the First Phase of the Arbor Commons Development for the Fiscal year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI

Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

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11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited

Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates

for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

Since 2013, the City has been including annual appropriation provisions in all development agreements which provide for TIF rebates. The full amounts of the TIF rebates under each agreement that is subject to annual appropriations are not required to be included as debt in the computation of the City's legal debt margin; only the payments for the fiscal year after the annual appropriations are approved are included in this computation. This allows for more of the City's legal debt margin to be reserved for emergency or other purposes.

ATTACHMENTS

1. TIF Annual Approp Res Arbor Commons.11-16-23

RESOLUTION 2023-0540

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – NPSW Enterprises, LLC (Arbor Commons)

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Arbor Commons Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $40,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Amended Development Agreement with NPSW, LLC dated September 16, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $40,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0541

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $14,000 for the FridleyTheatres Outlot #1 Development for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

ATTACHMENTS

1. TIF Annual Approp Res Fridley Theaters Outlot #1.11-16-23

RESOLUTION 2023-0541

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Fridley Theatres, Inc./Fridley Properties, LLC – Outlot #1

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Fridley Theater Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $14,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the Outlot development provisions in the City's Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC originally dated June 21, 2012 and later amended March 18, 2021 and September 14, 2023; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $14,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0542

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $40,000 for the Colorado Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

ATTACHMENTS

1. TIF Annual Approp Res Colorado Senior Lofts.11-16-23

RESOLUTION 2023-0542

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Colorado Senior Lofts LLC

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Colorado Senior Lofts Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $40,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Colorado Senior Lofts LLC dated February 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $40,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0543

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $36,000 for the Grandview Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI

Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited

Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates

for this new housing development with each phase being for 10 years at 75% of the incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

ATTACHMENTS

1. TIF Annual Approp Res Grandview Senior Lofts.11-16-23

RESOLUTION 2023-0543

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Grandview Senior Lofts LLC

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $36,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Grandview Senior Lofts LLC dated February 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $36,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0544

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF Rebate for the Fiscal Year Beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

ATTACHMENTS

1. TIF Annual Approp Res Steamboat Apts.11-16-23

RESOLUTION 2023-0544

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – JNB Family 1 LP

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Steamboat Apartments Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $30,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with JNB Family 1, LP dated March 18, 2021; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $30,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0545

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Providing for the Appropriation of an Amount not to Exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF Rebate for the Fiscal Year beginning July 1, 2024.

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the TIF funds will be collected. This includes TIF rebates that are subject to annual appropriation. The City has fifteen (15) development agreements that include provisions requiring annual appropriation of the TIF rebates.

There are fifteen resolutions approving annual appropriations for TIF rebates for this agenda item:

1. Resolution providing for the appropriation of an amount not to exceed $320,000 for the Wal-View Developments Project #1 TIF rebate for the fiscal year beginning July 1, 2024.

2. Resolution providing for the appropriation of an amount not to exceed $175,000 for the Wal-View Developments Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

3. Resolution providing for the appropriation of an amount not to exceed $60,000 for the Musco Sports Lighting Project #2 TIF rebate for the fiscal year beginning July 1, 2024.

4. Resolution providing for the appropriation of an amount not to exceed $38,000 for the Harrison Lofts, LLC TIF rebate for the fiscal year beginning July 1, 2024.

5. Resolution providing for the appropriation of an amount not to exceed $400,000 for the Riverview Hotel Development TIF rebate for the fiscal year beginning July 1, 2024.

6. Resolution providing for the appropriation of an amount not to exceed $107,000 for the HNI Corporation TIF rebate for the fiscal year beginning July 1, 2024.

7. Resolution providing for the appropriation of an amount not to exceed $78,000 for the White Distribution & Supply LLC TIF rebate for the fiscal year beginning July 1, 2024.

8. Resolution providing for the appropriation of an amount not to exceed $73,000 for the Bush Development, LLC/ Hershey Development LLC TIF rebate for the fiscal year beginning July 1, 2024.

9. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Oak Park, LP TIF rebate for the fiscal year beginning July 1, 2024.

10. Resolution providing for the appropriation of an amount not to exceed $40,000 for the NPSW Enterprises, LLC TIF rebate for the first phase of the Arbor Commons development for the fiscal year beginning July 1, 2024.

11 Resolution providing for the appropriation of an amount not to exceed $14,000 for the FridleyTheatres Outlot #1 development for the fiscal year beginning July 1, 2024.

12. Resolution providing for the appropriation of an amount not to exceed $40,000 for the Colorado Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

13. Resolution providing for the appropriation of an amount not to exceed $36,000 for the Grandview Senior Lofts LLC TIF rebate for the fiscal year beginning July 1, 2024.

14. Resolution providing for the appropriation of an amount not to exceed $30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF rebate for the fiscal year beginning July 1, 2024.

15. Resolution providing for the appropriation of an amount not to exceed $70,000 for the Love's Travel Stops & Country Stores, Inc. TIF rebate for the fiscal year beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends the approval of the fifteen (15) resolutions for appropriation of the annual TIF rebates for the fiscal year beginning July 1, 2024. These total to an amount not to exceed $1,511,000.

BACKGROUND/DISCUSSION

The City entered into a Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on June 20, 2013. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 10th and final annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Wal-View Developments Limited Company/GSTC Logistics, Inc. on December 18, 2014. This agreement provides for ten years of

TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 8th annual rebate under this agreement.

The City entered into a 2nd Development Agreement with Musco Sports Lighting on November 21, 2019. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into a Development Agreement with Harrison Lofts, LLC on October 20, 2016. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with Riverview Hotel Development on June 1, 2017. This agreement provides for twenty years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with HNI Corporation on February 9, 2017. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 6th annual rebate under this agreement.

The City entered into a Development Agreement with White Distribution & Supply LLC on April 5, 2018. This agreement provides for ten years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be 5th annual rebate under this agreement.

The City entered into a Development Agreement with Bush Development, LLC/ Hershey Development LLC on May 2 2019 for the renovation of the Hershey Building. This agreement was later amended on March 24, 2021. This agreement provides for ten years of 100% TIF rebates to this Company. The fiscal year 2024/2025 rebate will be the 4th annual rebate under this agreement.

The City entered into a Development Agreement with JNB Oak Park, LP on April 4, 2019. This agreement provides for fifteen years of TIF rebates to this Company in the percentages specified in the Agreement. The fiscal year 2024/2025 rebate will be the 3rd annual rebate under this agreement.

The City entered into the original Development Agreement with NPSW Enterprises, LLC (for the Arbor Commons development) on December 6, 2018. This Agreement was later amended on May 7, 2020 and September 16, 2021. This agreement provides for three phases of TIF rebates for this new housing development with each phase being for 10 years at 75% of the

incremental taxes. The fiscal year 2024/2025 rebate will for the 2nd annual rebate for phase 1 of the development under this agreement.

The City entered into the original Development Agreement with Fridley Theatres, Inc./Fridley Properties, LLC on June 21, 2012. This Agreement was later amended on March 18, 2021 and September 14, 2023. The agreement provides for 15 years of incremental tax rebates at varying percentages on the Theater parcel in this TIF district. The rebate for the Theater parcel is not subject to annual appropriate. The original agreement provided for 10 years of 50% rebates on the Outlot parcels in this TIF district as they develop. The rebate percentage for the Outlots was increased to 75% with the September 14, 2023 amendment. Outlot 1 was the first outlot to be developed and the fiscal year 2024/2025 rebate will be for the 2nd annual rebate for Outlot #1.

The City entered into a Development Agreement with Colorado Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with Grandview Senior Lofts LLC on February 18, 2021. This agreement provides for 10 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 2nd annual rebate under this agreement.

The City entered into a Development Agreement with JNB Family 1, LP for Steamboat Apartments on March 18, 2021. This agreement provides for 15 years of 70% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

The City entered into a Development Agreement with Love's Travel Stops & Country Stores, Inc. on June 9, 2022. This agreement provides for 20 years of 100% tax rebates for this project. The fiscal year 2024/2025 rebate will be the 1st annual rebate under this agreement.

Per these agreements, these rebate payments are subject to annual appropriations to be approved by City Council each year.

CITY FINANCIAL IMPACT

ATTACHMENTS

1. TIF Annual Approp Res Love's.11-16-23

RESOLUTION 2023-0545

Obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year – Love's Travel Stops & Country Stores, Inc.

WHEREAS, the City of Muscatine, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the City of Muscatine Southend Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments in the amount not to exceed $70,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2024 with respect to the City's Development Agreement with Love's Travel Stops & Country Stores, Inc. dated June 9, 2022; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine**,** Iowa, as follows:

Section 1. The City Council hereby obligates an amount not to exceed $70,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 16, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolutions (4) Approving Internal Advances of Funds for Tax Increment Urban Renewal Projects

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are four Internal Advance Resolutions to be certified prior to December 1, 2023:

1. Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the four (4) resolutions.

BACKGROUND/DISCUSSION

For the upcoming 2024/2025 fiscal year, the following four internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of $213,200. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for administrative and professional support costs.

2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of $43,000. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for the GMCCI economic development activities.

3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2024/2025 for an amount not to exceed $150,000 for the 11th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facilities enhancements in certain designated areas of the City.

4. Internal advance of $100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2024/2025 is for the 5th year of this program.
In order to claim TIF funds for these purposes, resolutions are needed for each of the four internal advance loans listed above.

These four internal advances total $506-200. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance Admin&Legal FY 24 for FY 25.Res 11-16-23
2. TIF Internal Advance Chamber FY24 for FY 25.Res 11-16-23
3. TIF Internal Advance (Small Business) FY 24 for FY 25 Budget.Res 11-16-23
4. TIF Internal Advance (Downtown Facade) FY 24 for FY 25 Budget.Res 11-16-23

RESOLUTION NO _____

AUTHORIZING INTERNAL ADVANCE OF FUNDS FOR THE 2023-2024 URBAN RENEWAL ADMINISTRATION AND PROFESSIONAL SUPPORT PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has undertaken the 2023-2024 Urban Renewal Administration and Professional Support Program (the "Program") as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs") as set forth on Exhibit A hereto, in connection with the carrying out of such Program;

WHEREAS, in order to cover the Costs and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that Two Hundred Thirteen Thousand Two Hundred Dollars ($213,200) be advanced from the General Fund (the "Advance") in order to fund the Costs. The Advance shall be repaid to the General Fund, out of future incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the full amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November, 2023.

_____
Mayor

Attest:

_____
City Clerk

Exhibit A – Spreadsheet of Costs

City of Muscatine
TIF Administration and Economic Development-Related Staff Cost Worksheet
For FY 2024/2025 Budget

	Budgeted Wages/Long. FY 2023/2024	Budgeted Benefits FY 2023/2024	Total Budgeted Employee Costs	Percent TIF/Economic Development	Allocated FY 2023/2024 TIF/Economic Development
Personnel Costs:					
City Administrator	$ 179,402	$ 56,208	$ 235,610	25%	$ 58,903
Community Development Director	121,261	46,826	168,087	25%	42,022
Ass't Community Development Director	100,004	42,897	142,901	25%	35,725
Planner	64,693	12,301	76,994	10%	7,699
Finance Director	141,415	34,582	175,997	10%	17,600
Public Works Director	132,238	48,998	181,236	5%	9,062
City Engineer	109,316	44,657	153,973	5%	7,699
Communications Manager	69,955	37,159	107,114	16.67%	17,856
Total Staff Costs For TIF Administration and Economic Development			$ 1,241,912		$ 196,565

Prior Year Costs Funded by Internal Advance to be Repaid in FY 25 (Internal Advance November 2023):	8,100
Arbor Commons Infrastructure Inspections (Internal Advance November 2023)	8,500
Rounding/Misc.	35
Total Administrative and Professional Support	**$ 213,200.00**

Portion from Downtown TIF	$ 213,200.00
Portion from Other TIF	-
	$ 213,200.00

RESOLUTION NO _____

AUTHORIZING INTERNAL ADVANCE
OF FUNDS AND ECONOMIC DEVELOPMENT GRANT FOR GREATER
MUSCATINE CHAMBER OF COMMERCE AND INDUSTRY
SUPPORT PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider any or all of a series of factors; and

WHEREAS, the City has undertaken the Greater Muscatine Chamber of Commerce and Industry (the "Chamber") Support Program (the "Program") as an economic development urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs") in connection with the carrying out of such Program and providing funding support to the Chamber in its 2024 fiscal year; and

WHEREAS, in order to cover the Costs and to facilitate the use of future incremental property tax revenues for the funding of the Program, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of Forty-Three Thousand Dollars ($43,000) be advanced (the "Advance") from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one annual installment on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

a) The Program will add diversity and generate new opportunities for the Muscatine and Iowa economies;

b) The Program will generate public gains and benefits, which are warranted in comparison to the amount of the proposed Grant;

Section 3. The City Council further finds that a public purpose will reasonably be accomplished by making the Grant to the Chamber.

Section 4. The Grant in an amount not to exceed $43,000 is hereby approved. The City staff are hereby authorized and directed to prepare any additional documentation, with the advice of bond counsel, as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Grant approved herein.

Section 5. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the original amount of the Advance.

Section 6. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November, 2023.

_____

Mayor

Attest:

_____

City Clerk

RESOLUTION NO _____

AUTHORIZING INTERNAL ADVANCE
OF FUNDS FOR SMALL BUSINESS FORGIVABLE LOAN PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has authorized and undertaken the Small Business Forgivable Loan Program (the "Program") as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs"), by funding grants under the Program in the City's 2024 fiscal year; and

WHEREAS, in order to cover the Costs of this Program and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred and Fifty Thousand Dollars ($150,000) be advanced (the "Advance") from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November 2023.

_____
Mayor

Attest:

_____
City Clerk

RESOLUTION NO _____

AUTHORIZING INTERNAL ADVANCE
OF FUNDS FOR THE DOWNTOWN FACADE IMPROVEMENTS
FORGIVABLE LOAN PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has authorized and undertaken the Downtown Facade Improvements Forgivable Loan Program (the "Program") as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs"), by funding grants under the Program in the City's 2024 fiscal year; and

WHEREAS, in order to cover the Costs of this Program and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred Thousand Dollars ($100,000) be advanced (the "Advance") from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November 2023.

_____
Mayor

Attest:

_____
City Clerk

City of Muscatine

ITEM NUMBER 2023-0546

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are four Internal Advance Resolutions to be certified prior to December 1, 2023:

1. Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the four (4) resolutions

BACKGROUND/DISCUSSION

For the upcoming 2024/2025 fiscal year, the following four internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of $213,200. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for administrative and professional support costs.

2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of $43,000. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for the GMCCI economic development activities.

3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2024/2025 for an amount not to exceed $150,000 for the 11th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facilities enhancements in certain designated areas of the City.

4. Internal advance of $100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2024/2025 is for the 5th year of this program.
In order to claim TIF funds for these purposes, resolutions are needed for each of the four internal advance loans listed above.

These four internal advances total $506-200. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance Admin&Legal FY 24 for FY 25.Res 11-16-23

RESOLUTION NO 2023-0546

AUTHORIZING INTERNAL ADVANCE OF FUNDS FOR THE 2023-2024 URBAN RENEWAL ADMINISTRATION AND PROFESSIONAL SUPPORT PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has undertaken the 2023-2024 Urban Renewal Administration and Professional Support Program (the "Program") as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs") as set forth on Exhibit A hereto, in connection with the carrying out of such Program;

WHEREAS, in order to cover the Costs and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that Two Hundred Thirteen Thousand Two Hundred Dollars ($213,200) be advanced from the General Fund (the "Advance") in order to fund the Costs. The Advance shall be repaid to the General Fund, out of future incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the full amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November, 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

Exhibit A – Spreadsheet of Costs

City of Muscatine
TIF Administration and Economic Development-Related Staff Cost Worksheet
For FY 2024/2025 Budget

	Budgeted Wages/Long. FY 2023/2024	Budgeted Benefits FY 2023/2024	Total Budgeted Employee Costs	Percent TIF/Economic Development	Allocated FY 2023/2024 TIF/Economic Development
Personnel Costs:					
City Administrator	$ 179,402	$ 56,208	$ 235,610	25%	$ 58,903
Community Development Director	121,261	46,826	168,087	25%	42,022
Ass't Community Development Director	100,004	42,897	142,901	25%	35,725
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City Engineer	109,316	44,657	153,973	5%	7,699
Communications Manager	69,955	37,159	107,114	16.67%	17,856
Total Staff Costs For TIF Administration and Economic Development			$ 1,241,912		$ 196,565

Prior Year Costs Funded by Internal Advance to be Repaid in FY 25 (Internal Advance November 2023):	8,100
Arbor Commons Infrastructure Inspections (Internal Advance November 2023)	8,500
Rounding/Misc.	35
Total Administrative and Professional Support	**$ 213,200.00**

Portion from Downtown TIF	$ 213,200.00
Portion from Other TIF	-
	$ 213,200.00

City of Muscatine

ITEM NUMBER 2023-0547

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are four Internal Advance Resolutions to be certified prior to December 1, 2023:

1. Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the four (4) resolutions

BACKGROUND/DISCUSSION

For the upcoming 2024/2025 fiscal year, the following four internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of $213,200. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for administrative and professional support costs.

2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of $43,000. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for the GMCCI economic development activities.

3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2024/2025 for an amount not to exceed $150,000 for the 11th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facilities enhancements in certain designated areas of the City.

4. Internal advance of $100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2024/2025 is for the 5th year of this program.
In order to claim TIF funds for these purposes, resolutions are needed for each of the four internal advance loans listed above.

These four internal advances total $506-200. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance Chamber FY24 for FY 25.Res 11-16-23

RESOLUTION NO 2023-0547

AUTHORIZING INTERNAL ADVANCE
OF FUNDS AND ECONOMIC DEVELOPMENT GRANT FOR GREATER
MUSCATINE CHAMBER OF COMMERCE AND INDUSTRY
SUPPORT PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider any or all of a series of factors; and

WHEREAS, the City has undertaken the Greater Muscatine Chamber of Commerce and Industry (the "Chamber") Support Program (the "Program") as an economic development urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs") in connection with the carrying out of such Program and providing funding support to the Chamber in its 2024 fiscal year; and

WHEREAS, in order to cover the Costs and to facilitate the use of future incremental property tax revenues for the funding of the Program, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of Forty-Three Thousand Dollars ($43,000) be advanced (the "Advance") from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one annual installment on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

a) The Program will add diversity and generate new opportunities for the Muscatine and Iowa economies;

b) The Program will generate public gains and benefits, which are warranted in comparison to the amount of the proposed Grant;

Section 3. The City Council further finds that a public purpose will reasonably be accomplished by making the Grant to the Chamber.

Section 4. The Grant in an amount not to exceed $43,000 is hereby approved. The City staff are hereby authorized and directed to prepare any additional documentation, with the advice of bond counsel, as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Grant approved herein.

Section 5. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the original amount of the Advance.

Section 6. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November, 2023.

_____

Mayor, Brad Bark

Attest:

_____

City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0548

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are four Internal Advance Resolutions to be certified prior to December 1, 2023:

1. Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the four (4) resolutions

BACKGROUND/DISCUSSION

For the upcoming 2024/2025 fiscal year, the following four internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of $213,200. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for administrative and professional support costs.

2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of $43,000. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for the GMCCI economic development activities.

3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2024/2025 for an amount not to exceed $150,000 for the 11th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facilities enhancements in certain designated areas of the City.

4. Internal advance of $100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2024/2025 is for the 5th year of this program.
In order to claim TIF funds for these purposes, resolutions are needed for each of the four internal advance loans listed above.

These four internal advances total $506-200. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance (Small Business) FY 24 for FY 25 Budget.Res 11-16-23

RESOLUTION NO 2023-0458

AUTHORIZING INTERNAL ADVANCE
OF FUNDS FOR SMALL BUSINESS FORGIVABLE LOAN PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has authorized and undertaken the Small Business Forgivable Loan Program (the "Program") as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs"), by funding grants under the Program in the City's 2024 fiscal year; and

WHEREAS, in order to cover the Costs of this Program and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred and Fifty Thousand Dollars ($150,000) be advanced (the "Advance") from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0549

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

EXECUTIVE SUMMARY

Cities in Iowa are required to certify the amount of TIF funds to be claimed for each TIF district no later than December 1 of the year prior to the fiscal year for which the funds will be collected. The City must have incurred debt in order to claim the TIF funds to be certified. Debt certified can be in the form of general obligation bonds, tax increment revenue bonds, TIF rebate agreements, or internal advances (loans). In recent years, the City has claimed less than the full amount of incremental taxes available in the City's TIF districts.

There are four Internal Advance Resolutions to be certified prior to December 1, 2023:

1. Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

2. Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

3. Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

4. Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

STAFF RECOMMENDATION

Staff recommends City Council take action to approve each of the four (4) resolutions

BACKGROUND/DISCUSSION

For the upcoming 2024/2025 fiscal year, the following four internal advances (loans) are proposed to be established:

1. Internal advance for TIF administrative and professional support costs in the amount of $213,200. This internal advance will fund City staff costs for TIF administration and economic development efforts as well as outside legal fees related to TIF administration. City staff costs reflect allocated costs of the City Administrator, Community Development Director, Assistant Community Development Director, City Planner, Finance Director, Public Works Director, City Engineer, and Communications Manager. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for administrative and professional support costs.

2. Internal advance for the City's budgeted allocation to the Greater Muscatine Chamber of Commerce and Industry (GMCCI) for economic development activities in the amount of $43,000. Fiscal year 2024/2025 will be the 14th year the City has claimed TIF funds for the GMCCI economic development activities.

3. Internal advance for the City's Small Business Forgivable Loan Program for fiscal year 2024/2025 for an amount not to exceed $150,000 for the 11th year of this program. Use of tax increment funds for this program will provide forgivable loans to private businesses for the promotion of infill, redevelopment, and facilities enhancements in certain designated areas of the City.

4. Internal advance of $100,000 for the Downtown Façade Improvements Forgivable Loan Program. The advance for 2024/2025 is for the 5th year of this program.
In order to claim TIF funds for these purposes, resolutions are needed for each of the four internal advance loans listed above.

These four internal advances total $506-200. It is proposed that the Administrative and Professional Support costs and the economic development grant to GMCCI be funded from the Downtown TIF fund. It is proposed that the remaining advances be funded from the Southend TIF fund.

CITY FINANCIAL IMPACT

Funding the above items from TIF funds should again assist during the upcoming budget process in the City's ability to continue to provide funding for General Fund services, provide economic development assistance to small businesses in designated areas of the City, and to continue to promote economic development throughout the City.

ATTACHMENTS

1. TIF Internal Advance (Downtown Facade) FY 24 for FY 25 Budget.Res 11-16-23

RESOLUTION NO 2023-0549

AUTHORIZING INTERNAL ADVANCE
OF FUNDS FOR THE DOWNTOWN FACADE IMPROVEMENTS
FORGIVABLE LOAN PROGRAM

WHEREAS, the City of Muscatine, Iowa (the "City"), has established the Consolidated Muscatine Urban Renewal Area (the "Urban Renewal Area") and has created the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has authorized and undertaken the Downtown Facade Improvements Forgivable Loan Program (the "Program") as an urban renewal project in the Urban Renewal Area, and the City will incur costs (the "Costs"), by funding grants under the Program in the City's 2024 fiscal year; and

WHEREAS, in order to cover the Costs of this Program and to make such Costs eligible to be recouped from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred Thousand Dollars ($100,000) be advanced (the "Advance") from the General Fund in order to fund the Costs. The Advance shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area. The Advance shall not bear interest.

It is intended that the Advance, shall be repaid in one installment, on or before June 1, 2025, provided, however, that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Muscatine County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 16th day of November 2023.

_____
Mayor, Brad Bark

Attest:

_____
City Clerk, Carol Webb

City of Muscatine

ITEM NUMBER 2023-0550

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Recognizing Muscatine Community Heart & Soul and the Discovery of What Matters Most to the Residents of Our Town

EXECUTIVE SUMMARY

Presented for Council's consideration is a resolution recognizing Muscatine Community Heart & Soul and the discovery of what matters most to the residents of our town, as expressed in the Heart & Soul statements.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution.

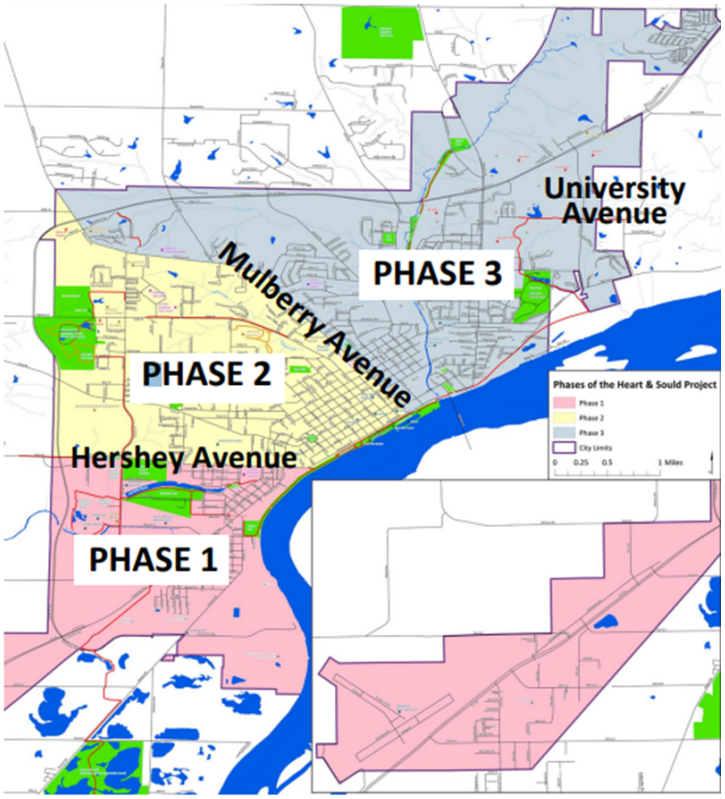
BACKGROUND/DISCUSSION

The Community Heart & Soul planning model is a resident-driven initiative to collect data and input from residents regarding the positive aspects of the community by honoring the town and the emotional connections of the people who live here. Community Heart & Soul has a 4-step process of 1) building awareness and interest of community members; 2) connect with residents through their reflections about what they love about the town and shared goals; 3) residents developing action plans to guide future planning through *Heart & Soul Statements*; and 4) incorporation of *Heart & Soul Statements* into the comprehensive and other local plans.

The Orton Foundation, doing business as Community Heart and Soul, offered seed grants for communities to initiate resident engagement initiatives using the Community Heart and Soul model. The Community Development Department had been looking to utilize the Heart and Soul model to inform neighborhood revitalization efforts in the Grandview Corridor and the Comprehensive Plan update when the Foundation initiated seed grants for up to $10,000 to implement local programs. The grant required a 1-to-1 financial match, and at the April 15, 2021, meeting of City Council submission of the grant application was approved. A grant was awarded later that year and accepted by Council at the August 5, 2021, meeting.

The Heart and Soul model focuses on smaller communities, and at that time Muscatine was the

largest community to engage with this process. As a result staff proposed to implement the Heart & Soul process in three phases (see map below), utilizing an intern to guide the process. The intent was to begin with community engagement and input in the Grandview Avenue Corridor followed by the portion of the City starting at Mulberry to the eastern city boundary, and the final area would be the central portion of the City bounded by the first two planning areas to the northern city limit. Completing all areas within 36 months.



An intern was hired and the project design was conducted in those first few months, including establishing a volunteer leadership team, designing outreach materials and the website, started gathering input at community events and conducting engagement activities, and creating the first survey. The project stalled when the intern returned to college later in the year, and it took some months to hire a new intern. In addition, the use of phases was abandoned as events often had residents from outside of the target area, and opening it up allowed for expediting the process. .

Over the past 2 years staff has been working with residents and community groups to identify valued aspects of the community. We have been able to complete the first 2 phases, data collection and writing the Heart and Soul statements, gathering almost 1,500 data pieces from participants whose demographics largely reflect the residents of the city. Areas where the share of respondents does not reflect community demographics include Hispanic, males, youth, and incomes. This information was collected with initial surveys, completing the “I Heart Muscatine because…” cards, small groups and interviews. This information has been used to create the six attached Muscatine Community Heart & Soul statements.

Data collected in phase 1 was used to identify themes about what community members appreciate about Muscatine and want to build on. There were 8 main themes identified, including:

- Nature and the Outdoors
- The River
- Events and Things to Do
- People and the Community

- Civic Pride
- Diversity
- Education and Opportunities for Young People
- Businesses

A second survey was released and additional small group events were held to clarify what about these aspects are important to the community members. Members of the leadership team used this information to draft the following Muscatine Community Heart and Soul statements:

Businesses
We appreciate Muscatine for the business opportunities it offers from our global companies to locally owned one-of-a-kind businesses. Together they provide a strong employment environment and support entrepreneurial initiatives. The strong economic base provides the foundation for a giving and caring community.

Education and Opportunities for Young People
We appreciate Muscatine for quality education choices at every stage of learning. Dedicated volunteers and professionals provide a variety of in school and out of school activities and programs, creating a solid foundation that contributes to the growth and longevity of the city.

People and Community
Muscatine is a welcoming, caring, and friendly community that is service-oriented and engaged. We form connections with other people in town to create a strong sense of community, and we have strong familial roots while still being welcoming to newcomers.

Size, Growth, and Opportunities
The size of Muscatine allows people to feel safe and connected to each other, while also having access to resources, activities and opportunities they need and want. Muscatine is a community always seeking to be a hometown for all residents.

Nature, Outdoors and the River
The Mississippi River is an important part of Muscatine's identity. It provides recreation and scenic beauty. Residents enjoy a variety of activities along the river, in our parks, and on our trails. Muscatine is a healthier and happier place due to our access to nature and outdoor spaces.

Events and Things to do
Muscatine cherishes its events, variety of activities and the facilities that make them possible. People of all ages are able to experience fun, engaging community opportunities.

Adopting the resolution will recognize the work of the Muscatine Heart & Soul volunteers and

residents that shared their thoughts, feelings, and stories. It will endorse the statements as shared values to be used in guiding planning activities and adopting policies.

CITY FINANCIAL IMPACT

There is no impact to the general fund of adopting the resolution.

ATTACHMENTS

1. Resolution Heart-Soul Statements

RESOLUTION 2023-0550
RECOGNIZING THE MUSCATINE COMMUNITY HEART & SOUL
AND THE DISCOVERY OF WHAT MATTERS MOST
TO THE RESIDENTS OF OUR TOWN

WHEREAS, the residents of Muscatine have been engaged in a two-year exploration of community values and prepared value statements for the City of Muscatine; and

WHEREAS, extensive public input shaped the values through the course of public events, activities, surveys, workshops, and personal interviews; and

WHEREAS, countless volunteer hours were devoted by Muscatine residents to engage all voices in the community, particularly those who may have been missing from other planning processes; and

WHEREAS, the recognition of these values will provide a framework for value-based decision-making for future policy and strategic planning for the City of Muscatine,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA, to recognize the following statements as deeply-shared values that can provide helpful guidance and insights as we engage our residents in shaping the future of our town:

1) Businesses - We appreciate Muscatine for the business opportunities it offers from our global companies to locally owned one-of-a-kind businesses. Together they provide a strong employment environment and support entrepreneurial initiatives. The strong economic base provides the foundation for a giving and caring community.

2) Education and Opportunities for Young People - We appreciate Muscatine for quality education choices at every stage of learning. Dedicated volunteers and professionals provide a variety of in school and out of school activities and programs, creating a solid foundation that contributes to the growth and longevity of the city.

3) People and Community - Muscatine is a welcoming, caring, and friendly community that is service-oriented and engaged. We form connections with other people in town to create a strong sense of community, and we have strong familial roots while still being welcoming to newcomers.

4) Size, Growth, and Opportunities - The size of Muscatine allows people to feel safe and connected to each other, while also having access to resources, activities and opportunities they need and want. Muscatine is a community always seeking to be a hometown for all residents.

5) Nature, Outdoors and the River - The Mississippi River is an important part of Muscatine's identity. It provides recreation and scenic beauty. Residents enjoy a variety of activities along the river, in our parks, and on our trails. Muscatine is a healthier and happier place due to our access to nature and outdoor spaces.

6) Events and Things To Do - Muscatine cherishes its events, variety of activities and the facilities that make them possible. People of all ages are able to experience fun, engaging community opportunities.

PASSED, APPROVED, AND ADOPTED THIS 16th day of November, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____

Dr. Brad Bark, Mayor

ATTEST

_____

Carol Webb, City Administrator

City of Muscatine

ITEM NUMBER 2023-0551

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Amending Abatement Administrative Fee in Appendix D of City Code

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution approving changes to the abatement administrative fee from $25 to $75 for the first abatement, and $150 for any additional abatements done in the same calendar year.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

When the City abates a nuisance, the property owner is responsible for the cost of the contractor and a $25 administrative fee. The administrative fee compensates the City for the staff time and resources used to abate the nuisance. This fee was established in the early 2000s, and the amount has not changed since then. This amount no longer reflects the administrative costs incurred by the City in abating nuisances.

The following list shows the nuisance abatement administrative fees of other nearby and similar-sized Iowa communities:

- Newton – $75 first offense, $100 subsequent offenses
- Clive – $67
- Burlington – $100 first offense, $200 subsequent offenses
- Ft. Dodge – $50 Snow, $75 grass and junk
- Iowa City – $100
- Cedar Rapids – $100
- Cedar Falls – 10% of abatement costs
- Washington – $50 for repeat and severe offenses

Following a thorough discussion at the March City Council meeting, the Council directed that the abatement fee be set at $75 for the first abatement and $150 for any subsequent abatements performed within the same calendar year. This resolution implements this change.

A similar resolution was approved by the City Council on September 17th. However, the resolution

contained a typographical error, resulting from the use of a prior resolution as a template, that required correction. The attached resolution rectifies this error.

While they are handled similarly to other nuisances, abatement actions, including the charging of an administrative fee, for vegetation management violations (weeds, grass, trees, etc.) and sidewalk infractions (snow, ice, etc.), are not addressed under Section 9-3-3. Instead, they fall under corresponding sections of the City Code contained in Title 3 and Title 16. In preparation for implementing the revised fee for administering abatement actions, it was determined that these sections in Title 3 and Title 16 should also be referenced for clarity.

A strike-bold of these changes follows.

RESOLUTION AMENDING ABATEMENT ADMINISTRATIVE FEE IN APPENDIX D OF CITY CODE

WHEREAS, City Code Section 9-3-10 states “If the City abates a nuisance under Section 9-3-9 of this Chapter, the City Clerk shall report the fact in writing to the Council, stating the cost and value of all tools, appliances, materials, labor, and assistance used, consumed, and performed by and for him or her, giving the several items thereof, an administrative fee as set by resolution of City Council in Appendix D of City, and the name of the person responsible for the commission of such nuisance and a description of the property, lot, or parcel of ground whereon such nuisance existed or from which the same came.”; and

WHEREAS, City Code Section 16-8-11(B) establishes an administrative fee relating to the abatement of violations of vegetation management standards; and

WHEREAS, City Code Section 3-1-2(F) allows for the City to recover costs related to abatement actions taken in regards to an abutting property owners duty to repair and maintain public sidewalks; and

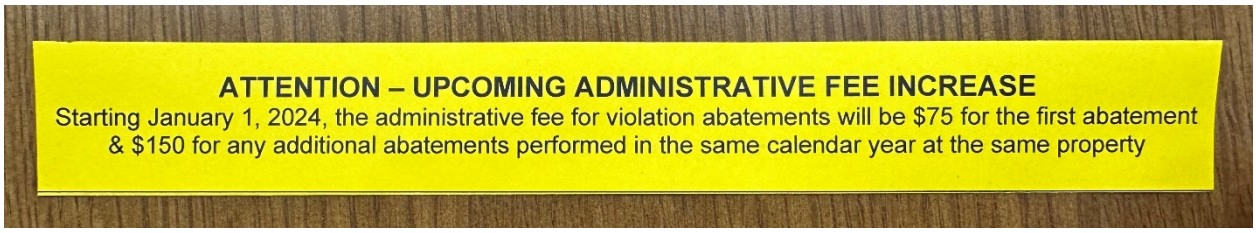
WHEREAS, City Code Section 3-1-4 allows for the City to recover costs related to abatement actions taken in regards to an abutting property owner to remove snow and ice from the abutting public sidewalk as required by City Code; and

WHEREAS, abatement administrative fee has not been changed since the early 2000s and no longer reflective costs incurred by the City in the abatement of nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that a fee, authorized by City Code Section 9-3-10**, 16-8-11(B), 3-1-2(F), and 3-1-4** for ~~curb cuts~~ **AN ABATEMENT ADMINISTRATIVE FEE** in the Schedule of Permit and Licensing Requirements in Appendix D of City Code be set at $75 for the first abatement, and $150 any additional abatement performed in the same calendar year.

The new fee amount will take effect on January 1, 2024. This will facilitate easier tracking of properties with multiple violations in a calendar year. Additionally, this delay allows for adequate public outreach regarding the upcoming fee increase.

Since the Council's approval of the previous resolution on September 17th, the following insert has been included with all notices of violation and nuisance abatement invoices.



CITY FINANCIAL IMPACT

Increasing the nuisance abatement administrative fee will ensure that a higher percentage of costs incurred abating nuisance are recovered.

ATTACHMENTS

1. Nuisance Fee Resolution (Corrected)

RESOLUTION NO. 2023-0551

RESOLUTION AMENDING ABATEMENT ADMINISTRATIVE FEE IN APPENDIX D OF CITY CODE

WHEREAS, City Code Section 9-3-10 states "If the City abates a nuisance under Section 9-3-9 of this Chapter, the City Clerk shall report the fact in writing to the Council, stating the cost and value of all tools, appliances, materials, labor, and assistance used, consumed, and performed by and for him or her, giving the several items thereof, an administrative fee as set by resolution of City Council in Appendix D of City, and the name of the person responsible for the commission of such nuisance and a description of the property, lot, or parcel of ground whereon such nuisance existed or from which the same came."; and

WHEREAS, City Code Section 16-8-11(B) establishes an administrative fee relating to the abatement of violations of vegetation management standards; and

WHEREAS, City Code Section 3-1-2(F) allows for the City to recover costs related to abatement actions taken in regards to an abutting property owners duty to repair and maintain public sidewalks; and

WHEREAS, City Code Section 3-1-4 allows for the City to recover costs related to abatement actions taken in regards to an abutting property owner to remove snow and ice from the abutting public sidewalk as required by City Code; and

WHEREAS, abatement administrative fee has not been changed since the early 2000s and is no longer reflective of costs incurred by the City in the abatement of nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that a fee, authorized by City Code Sections 9-3-10, 16-8-11(B), 3-1-2(F), and 3-1-4, for an abatement administrative fee in the Schedule of Permit and Licensing Requirements in Appendix D of City Code be set at $75 for the first abatement, and $150 for any additional abatement performed in the same calendar year.

PASSED, APPROVED, AND ADOPTED this 16th day of November 2023.

CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

Attest:

_____
Dr. Brad Bark, Mayor

_____
Carol Webb, City Clerk

City of Muscatine

ITEM NUMBER 2023-0552

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director
Gerald Ewers, Fire Chief

SUBJECT

Resolution Reaffirming the Ambulance Service Fee Schedule Effective July 1, 2020 and Reaffirming the City's Legal Authority to Collect Such Fees

EXECUTIVE SUMMARY

The State's Income Offset Program is being transitioned to the Iowa Department of Revenue and they are requiring additional documentation for City debt to meet their definition of "qualifying debt". The City of Muscatine generally has submitted unpaid sewer and refuse charges, unpaid ambulance bills, and amounts owed to the City's federal housing programs. And we may in the future submit amounts due back from forgivable loan agreements.

The Finance Director had previously submitted documentation including our City Code sections (if applicable) and procedures to the IDR. They only approved the sewer and refuse, and amounts owed to the City's federal housing programs. They requested a sample loan agreement for the forgivable loan program, which we can provide. The most significant item they have not yet approved is unpaid ambulance fees.

The attached resolution documents the current ambulance service fees which were set by a City Council motion in June of 2020. This resolution also references the principles of quantum merit and promissory estoppel, which are theories of implied contracts based on general fairness. This resolution has been reviewed by the City Attorney's office.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

BACKGROUND/DISCUSSION

The State's Income Offset Program is being transitioned from the Iowa Department of Administrative Services to the Iowa Department of Revenue and they are requiring additional documentation for City debt to meet their definition of "qualifying debt". The name of this program is also being changed from the "Offset" Program to the "Setoff" Program. The City of Muscatine generally has submitted unpaid sewer and refuse charges, unpaid ambulance bills, and amounts owed to the

City's federal housing programs. And we may in the future submit amounts due back from forgivable loan agreements.

The Finance Director had previously submitted documentation including our City Code sections (if applicable) and procedures to the IDR. They only approved the sewer and refuse, and amounts owed to the City's federal housing programs. They requested a sample loan agreement for the forgivable loan program, which we will provide. The most significant item they have not yet approved is unpaid ambulance fees.

The attached resolution documents the current ambulance service fees which were set by a City Council motion in June of 2020. This resolution also references the principles of quantum merit and promissory estoppel, which are theories of implied contracts based on general fairness. This resolution has been reviewed by the City Attorney's office.

CITY FINANCIAL IMPACT

None; there are no changes in ambulance rates or collection procedures with this resolution.

ATTACHMENTS

1. RESOLUTION - Ambulance Service Fees.11-16-23

RESOLUTION NO. 2023-0552

RESOLUTION REAFFIRMING THE AMBULANCE SERVICE FEE SCHEDULE EFFECTIVE JULY 1, 2020, AND REAFFIRMING THE CITY'S LEGAL AUTHORITY TO COLLECT SUCH FEES

WHEREAS, the City of Muscatine provides emergency ambulance service through the Muscatine Fire department, and

WHEREAS, from time to time those services are requested, and

WHEREAS, it is necessary to enact fees to cover costs of providing emergency medical services including ambulance services;

WHEREAS, the City uses an outside billing service to prepare the original invoice, submit invoices to applicable insurance providers, and perform follow up procedures to collect the fees for those emergency medical services from the user;

WHEREAS, the City of Muscatine through its Fire department set the following fees which were effective July 1, 2020 and are hereby continued:

All BLS (Basic Life Support) Calls	$620.00
ALS 1 Calls (Advanced Life Support)	$735.00
ALS 2 Calls (Advanced Life Support	$1,065.00
SCT Calls (Skilled Care Transports)	$1,258.00
ALS Services Provided; No Transport	$200.00
Mutual Aid Tier	$225.00
Lift Assist (After 4th Occurrence Annually)	$200.00
Mileage Rate – Per Loaded Mile	$17.00
Supply Charges:	
Oxygen, Oxygen Supplies	$40.00
IV Supplies	$50.00
Intraosseous	$150.00
EKG Supplies	$50.00
Disposable Supplies (A0382/A0398)	$25.00
Esophageal (King) /Intubation	$100.00

Standby Time - $100 per hour ($25.00 per 15-minute increment)
Extra Attendant - $100 per hour ($25.00 per 15-minute increment)

WHEREAS, the above fees and billings from the Muscatine Fire department are due to the City of Muscatine under the common law principle of quantum meruit and promissory estoppel;

Now, THEREFORE, BE IT RESOLVED, by the City Council of Muscatine, Iowa;

1. The fees for emergency ambulance services are hereby continued as set out in the schedule above.

2. Such fees shall be billed by the City's outside billing service to appropriate insurance providers and ambulance users.
3. The billing service will provide services to collect these fees until reasonable collection efforts have failed.
4. After the outside billing service's reasonable collection efforts have failed, the unpaid fees shall become a fee collectible by the City of Muscatine through debt collection efforts that comply with the Iowa Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act.

This Resolution shall be effective from and after final passage and approval as by law required.

APPROVED and ADOPTED this 16th day of November 2023.

CITY COUNCIL OF THE CITY OF MUSCAINE, IOWA

_____

Brad Bark, Mayor

ATTEST:

_____

Carol Webb, City Administrator

City of Muscatine

ITEM NUMBER 2023-0553

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

April Limburg, City Planner

SUBJECT

Resolution Awarding Contract to Heuer Construction in the Amount $13,001 for the Demolition of a Structure and Removal of Cargo Containers Located at 1522 Grand Ave

EXECUTIVE SUMMARY

The City of Muscatine is currently working on removing abandoned and dilapidated structures that are a hazard to public safety. The City of Muscatine desires to remove the abandoned and unsafe structure located at 1522 Grand Ave and return the parcel to a state in which it can be redeveloped. Cargo containers that do not comply with City code are also present on the property and should be removed. Heuer Construction has submitted a bid in the amount of $13,001 to remove the structure and two cargo containers.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution awarding a contract for demolition of an unsafe structure and cargo containers located at1522 Grand Avenue

BACKGROUND/DISCUSSION

The structure, located at 1522 Grand Avenue, has been vacant for a number of years. In May of 2021 and again on October of 2022, an inspection of this structure by Andy Oien, Building Division Manager, found it to be a dangerous and unsafe structure as per City Code Sections 9-3-3(R) and Sections 9-3-3(R)(8). This determination was based on the presence of the following property conditions, which are a hazard to neighboring properties and the community as a whole.

- Crumbling foundation with actively collapsing portions, causing the structure to slide down the hill, applying excess pressure to the retaining walls.
- Rotted wood on the exterior
- Structural damage due to no support for the frame of the house
- Partial collapse of building structure, twisting & warping of structural walls
- Broken/missing windows
- Risk of collapse

The City has also had to abate three nuisances on this property over the past two years. In October of 2022, a notice and order to abate the dangerous and unsafe building, by either demolition or repair, was sent to Dennis L, Gregory S, and Jeffery A Monroe, the property owners of record. This order was sent by certified mail and regular mail. Dennis Monroe and his attorney contacted the Building Division Manager to discuss the order and how to proceed with rehabilitation. Since then, Dennis has passed away and his brother had passed away several years ago. To this day nothing further has been done with the structure.

The second notice and order to abate was sent on August 29, 2023 with a deadline of October 30, 2023.The Community Development Department has received no communication from Dennis Monroe's spouse or anyone else representing themselves as having an interest.

A request for bids to demolish this unsafe structure was issued and Heuer Construction, LLC was the lowest of the two responsive bids at $13,001; one other bid was determined to be nonresponsive. The City of Muscatine desires to remove the unsafe structure and cargo containers to have the parcel returned to a state in which it can be redeveloped. The property owner will be billed for the cost of the demolition. If the bill is not paid, demolition and administrative costs will be assessed to the property.

CITY FINANCIAL IMPACT

Funds to complete the demolition are budgeted from bond proceeds.

ATTACHMENTS

1. 20230814_082131
2. 20230814_082147
3. 20230814_082303
4. 20230814_082330
5. 20230814_082441
6. 20230814_082448
7. bids for demo
8. 1522 Grand Ave Resolution Awarding Contract for Demolition Structure

Summit 60
Synthetic Underlayment
Summit 60
Synthetic Underlayment
Summit 60
Summit 60

Summit® 60
Synthetic Underlayment
Summit® 60
Synthetic Underlayment

Summit®
Synthetic Underlayment

PEDERSEN LAND
IMPROVEMENT
ZACH PEDERSEN
1069 260th St.
Tipton, IA 52772

Estimate/Bid

DATE	ESTIMATE #
11/5/2023	165

PROPOSED FOR
City of Muscatine

DESCRIPTION	QTY	RATE	AMOUNT
Bid for 1522 Grand Ave house demolition.			0.00
Remove/disconnect utilities.			0.00
Cap sewer at ROW.			0.00
Remove all concrete sidewalks, driveway, and small foundation north of house.			0.00
Remove clothes line poles.			0.00
Remove house foundation minimum of two feet below grade.			0.00
Clean concrete to be dumped at city dump yard.			0.00
House demo material to be dumped at Muscatine County Transfer Station.			0.00
Fill dirt hauled in to return site to grade.			0.00
Finish grade site and seed with grass.			0.00
Two 40' cargo containers removed from site.			0.00
Timeline start to finish 10 days.			0.00
Note: Old cars, trailers, and other scrap material can be removed from site free of charge.			0.00
Total			12,475.00

Thank you for your consideration.

Subtotal	12,475.00
0% Tax	
Total	12,475.00

HEUER Construction

DATE: 11/7/2023

PROPOSAL

2360 BYPASS 61
MUSCATINE, IA 52761
PHONE: 563-264-8533
FAX: 563-263-4331
CELL: 563-506-0272

PROPOSAL NO. 3595

PROPOSAL SUBMITTED TO: CITY OF MUSCATINE

ADDRESS: 215 SYCAMORE STREET

CITY: MUSCTINE STATE: IOWA ZIP: 52761

JOB NAME: DEMOLITION

JOB LOCATION: 1522 GRAND AVE

BUSINESS ORGANIZATION

Heuer Construction, Inc.—2360 Bypass 61, Muscatine, Iowa 52761
Principal in charge—Jamie Heuer, President.
* To the best of Heuer Construction, Inc's knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City of Muscatine.

RELATED PROJECTS & EXPERIENCE

City of Muscatine—2014 Bryan Demo—$14,675.00

City of Muscatine—1244 Dale Street—$6,095.00

DECONSTRUCTION METHOD

Equipment to be used; Excavator

Concrete and brick to Heuer Construction, Inc. Shop

Other material will be taken to the Transfer Station.

REMOVAL METHOD

Excavator and Dump Trucks

REQUIREMENTS

None

PAYMENTS OR CHARGES

$ 13,000.00—DEMOLITION OF 1522 GRAND AVE

$ 1.00—TOTAL PRICE FOR REMOVAL & DISPOSAL OF TWO CARGO CONTAINERS

Price includes everything listed under Background in the Request for Proposals.

TIMELINE

1 Week

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Jamie Heuer/

Note: This proposal may be withdrawn by us if not accepted within 30 days.

SULZCO, LLC
2410 Imperial Oaks Dr.
Muscatine, IA 52761

Proposal

Phone: 563-272-8052
Fax:

Proposal: 2023042
Date: 11/7/2023

To:	Project:
Muscatine, City of Attn: April Limburg 1459 Washington St. Muscatine, IA 52761	DEMO - 1522 Grand Ave. 1522 Grand Ave. Muscatine, IA 52761

Salesperson		
Zack Sulzberger		

Scope of Work

***House Demolition @ 1522 Grand Ave. Muscatine, IA.**

INCLUDES:
1. Complete removal of house rubble to transfer station.
2. Includes Excavation permit, Demolition permit & DNR notification if required.
3. Removal of footings 2' below existing grade. Including existing garage footings.
4. Removal of Sidewalks, Concrete drive, Steps, Clothesline posts, etc. on property.
5. Imported Dirt backfill for footing/basement areas excavated to match contour of land.
6. Import topsoil for top 6" of backfilled/excavated areas.
7. Disconnection of water service at main. Excavation will be backfilled with mansand. 6 x 6 Concrete patch placed back.
8. Sewer line will be plugged with concrete at property line.
9. Seeding/Fert/Mulching of disturbed areas.

*Job site access will be from the back alley.
*House to be demolished complete by Jan. 1st 2024.
*Demolition will be provided by means of an excavator & dumptruck.
*House to be demolished duration 1 week total.
*Clean Concrete will be dumped at SulzCo recycle yard.
*Rubble/Wood materials will be hauled to the Muscatine Transfer Station.
*Zack Sulzberger will be project manager.
*SulzCo LLC to the best of its knowledge, there are no circumstances in which shall cause conflict of interest in performing service for the city of Muscatine.

Exclusions

EXCLUDED:
Any and or all hazardous waste of any kind encountered is not the responsibility of this Contractor.
Asbestos analysis and or removal by others if required.
Electrical Disconnect.
Gas Disconnection.
Any tree removals of any kind.

SULZCO, LLC
2410 Imperial Oaks Dr.
Muscatine, IA 52761

Proposal

Phone: 563-272-8052
Fax:

Proposal: 2023042
Date: 11/7/2023

To:	Project:
Muscatine, City of Attn: April Limburg 1459 Washington St. Muscatine, IA 52761	DEMO - 1522 Grand Ave. 1522 Grand Ave. Muscatine, IA 52761

Salesperson		
Zack Sulzberger		

Proposal Total:	18,000.00

Acceptance	
Accepted by:	
Title:	
Date:	

SulzCo LLC

Zack Sulzberger, President

11/7/2023

Prepared by April Limburg, 215 Sycamore St, Muscatine, IA, 52761 (563) 262-4141

RESOLUTION NO. 2023-0553

A RESOLUTION AWARDING CONTRACT FOR THE DEMOLITION OF A STRUCTURE AND REMOVAL OF CARGO CONTAINERS AT 1522 GRAND AVENUE

WHEREAS, the structure located 1522 Grand Ave was abandoned and what remains of the structure now needs to demolished as it a hazard to public safety; and

WHEREAS, two cargo containers on the property are in noncompliance with City code; and

WHEREAS, bids have been received for the demolition of the structure on said parcel and removal of cargo containers;

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa, that the bid from Heuer Construction in the amount of $13,001 be approved and a contract for demolition be awarded.

PASSED, APPROVED AND ADOPTED this 16th day of November, 2023.

BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____

Dr. Brad Bark, Mayor

Attest:

_____

Carol Webb City Clerk

City of Muscatine

ITEM NUMBER 2023-0556

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees to Private Properties

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution authorizing the assessment of unpaid abatement service fees to private properties. The abatement costs total $24,605.29, the administrative fees are $550.00, and the assessment fees are $1,100.00. The total amount being requested for assessment at this time totals $26,255.29.

STAFF RECOMMENDATION

Staff recommends approval of the resolution to assess the unpaid abatement service fees to their respective properties.

BACKGROUND/DISCUSSION

The City's contractor has provided abatement services for nuisance, substandard buildings and vegetation violations at the properties listed on the attachment. Dates of service are from March 2023 to August 2023. The City was billed for these services and has subsequently paid the contractor. Assessing the outstanding bills to the property taxes will help the City recoup its costs.

Many of these properties are vacant and are routinely maintained by the City Contractor to avoid nuisance, vegetation and substandard building violations where applicable. Assessing the fees allows the City the opportunity to be reimbursed at the time the property is sold or a tax certificate is claimed. Other properties are occupied, in which case the owner was billed for the services provided. If the initial invoice to the property owner is not paid, a late notice is sent prior to requesting assessment.

A $50.00 assessment fee has been added to each property for each abatement instance to cover processing costs. Adding an assessment fee for each abatement instance is a new process as the recently implemented program now used for violation abatements does not

group all the abatement instances for a single property together, rather it records them separately. This is to allow a better means to track repeat offenders and, as such, this change only affects properties that the City is required to abate conditions multiple times. Additional fees are charged by the County for each assessment.

CITY FINANCIAL IMPACT

Fees are to reimburse the City for expenses associated with the services provided to abate the nuisance, substandard buildings and vegetation violations. If assessments are not approved or are reduced, payments to the City's contractor without charge will impact the general fund.

ATTACHMENTS

1. Council Special Assessments Report 11.16.2023
2. Council Resolution Special Assessments 11.16.2023 (2)

Parcel ID	Site Address	Owner Name	Date of Work	Type	Service Fee	Admin Fee	Assessment Fee	Total Fee
1302154004	1112 W 3rd St	SALEK COURTNEY	8/4/2023	Nuisance	$642.60	$25.00	$50.00	$717.60
1310233009	1114 Nebraska St	MORSE MARY F	8/7/2023	Vegetation - Grass/Weeds	$60.40	$25.00	$50.00	$135.40
0825454016	1119 Park Ave	CRUMLY JEFFREY R	8/21/2023	Vegetation - Trees/Shrubs	$1,600.00	$25.00	$50.00	$1,675.00
0835352005	112 Roscoe Ave	SLUTS CHRISTINA MARIE REID & REID ALAN JAMES	8/8/2023	Vegetation - Grass/Weeds	$31.00	$25.00	$50.00	$106.00
0835180007	1200 Iowa Ave	TICO INVESTMENTS LLC	5/3/2023	Nuisance	$391.20	$25.00	$50.00	$466.20
0835180007	1200 Iowa Ave	TICO INVESTMENTS LLC	5/16/2023	Vegetation - Grass/Weeds	$153.40	$25.00	$50.00	$228.40
0835180007	1200 Iowa Ave	TICO INVESTMENTS LLC	6/28/2023	Vegetation - Grass/Weeds	$122.40	$25.00	$50.00	$197.40
0835180007	1200 Iowa Ave	TICO INVESTMENTS LLC	8/16/2023	Substandard Building Demolition	$19,850.00	$25.00	$50.00	$19,925.00
0836187011	1216 E 2nd St	TAPIA RACHAEL	8/8/2023	Vegetation - Grass/Weeds	$58.80	$25.00	$50.00	$133.80
0835201012	1312 Oak St	RTI INVESTMENTS LLC	8/4/2023	Vegetation - Grass/Weeds	$62.00	$25.00	$50.00	$137.00
0825327007	1416 Lincoln Blvd	REICHERT CATHY E	8/7/2023	Nuisance	$358.70	$25.00	$50.00	$433.70
1310276009	1815 Schley Ave	MCCORMICK TIMOTHY M OR MINDY S	8/7/2023	Vegetation - Grass/Weeds	$106.40	$25.00	$50.00	$181.40
1303452007	2003 Breese Ave	RESIDENTIAL EQUITY PARTNERS LLC	8/7/2023	Vegetation - Grass/Weeds	$60.40	$25.00	$50.00	$135.40
0825153003	2014 Bryan Ave	SERIGHT BERNICE M	8/7/2023	Vegetation - Grass/Weeds	$140.60	$25.00	$50.00	$215.60
0835462004	212 W 4th St	PAULSON DANE R OR SHANNON A	7/31/2023	Vegetation - Grass/Weeds	$58.80	$25.00	$50.00	$133.80
0835306001	316 W 11th St	WESSEL DALLAS E OR WITTENBERG ALLIE E	7/31/2023	Vegetation - Grass/Weeds	$31.00	$25.00	$50.00	$106.00
0835428001	500 E 7th St	ROJAS SIGFREDO VLADIMIR	8/4/2023	Vegetation - Grass/Weeds	$117.60	$25.00	$50.00	$192.60
1302129003	613 W 4th St	NISLAND ASSET INVESTMENT LLC	3/17/2023	Nuisance	$17.70	$25.00	$50.00	$92.70
1302129003	613 W 4th St	NISLAND ASSET INVESTMENT LLC	4/4/2023	Nuisance	$486.59	$25.00	$50.00	$561.59
1302129003	613 W 4th St	NISLAND ASSET INVESTMENT LLC	6/27/2023	Nuisance	$77.40	$25.00	$50.00	$152.40
0835288011	713 Mulberry Ave	WALKER MELISSA	8/8/2023	Vegetation - Grass/Weeds	$29.40	$25.00	$50.00	$104.40
0835279005	808 E 9th St	RODRIGUEZ ERASMO OR FERNANDEZ JUANA	8/7/2023	Vegetation - Grass/Weeds	$148.90	$25.00	$50.00	$223.90

Grand Totals by Fee Type:	**$24,605.29**	**$550.00**	**$1,100.00**	**$26,255.29**

Grand Totals by Service Type:	**Nuisance Services**	**$2,424.19**
	Substandard Building Demolition	**$19,925.00**
	Vegetation Services	**$3,906.10**

RESOLUTION NO. 2023-0556

RESOLUTION AUTHORIZING THE ASSESSMENT OF UNPAID ABATEMENT SERVICE FEES AND RENTAL HOUSING FEES TO PRIVATE PROPERTIES

WHEREAS, the City of Muscatine has incurred costs for
Nuisance abatements according to City Code Section 9-3-9;
Substandard building demolitions according to City Code Section 16-6-4;
Vegetation abatements according to City Code Section 16-8-9; and

WHEREAS, proper notice was given before such action according to provisions of
City Code Section 9-3-5 for nuisance abatements;
City Code Section 16-6-3 for substandard building demolitions;
City Code Section 16-8-10 for vegetation abatements; and

WHEREAS, the City Council of the City of Muscatine is allowed to assess such costs according to
City Code Section 9-3-11 for nuisance abatements;
City Code Section 16-6-5 for substandard building demolitions;
City Code Section 16-8-12 for vegetation abatements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MUSCATINE, IOWA, that the abatement service fees of the following property owner(s) be assessed to the described properties in the amount(s) noted and reflected on the attached property tax bills.

PASSED AND APPROVED THIS 16th DAY OF November, 2023.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

City of Muscatine

ITEM NUMBER 2023-0557

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution to set a public hearing on the Plans, Specifications, Cost Estimation and Form of Contract for the Sunset Park Lighting Project.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution.

BACKGROUND/DISCUSSION

In March 2023, Council approved a contract with IMEG for engineering services to upgrade the site lighting at Sunset Park Apartments. Due to the age and manner of construction of the lights at Sunset Park, there have been repeated failures of sections of the site lighting. Repairs were routinely made only to cause additional problems shortly thereafter, sometimes just days.

Due to the requirement for an independent cost estimate for capital projects, staff had been unable to proceed with the repairs and have been using temporary solar lights to meet the minimum needs. This contract with IMEG was to complete the design and cost estimate for an upgraded system. The new system will include underground wiring, concrete pads, poles and light heads with LED fixtures.

CITY FINANCIAL IMPACT

There will be no impact to the general fund. Contract expenses will be paid with MMHA Capital Funds.

ATTACHMENTS

1. Notice Sunset Park Lighting Plans-Spec Public Hearing
2. Resolution Sunset Park Lights PH

PUBLIC NOTICE

TO THE CITIZENS OF MUSCATINE, IOWA:

You are notified that the Muscatine Municipal Housing Agency, City of Muscatine, will hold a public hearing on the 7th day of December, 2023 at 6:00 pm on the plans, specifications, form of contract and estimated construction costs for the Sunset Park Lighting Project.

You are further notified that oral or written statements in support of or opposition to the proposed plans, specifications, form of contract and estimated construction costs may be made during a public hearing. The hearing will be held during the regular Muscatine City Council meeting. Public participation may be in person or electronic. The link to participate electronically and call in information will be published on the official agenda at the City's website no later than 2 days in advance of the meeting. Following such hearing, the Muscatine City Council may take action on said proposal without further notice or opportunity for hearing.

If you are a person requiring a special accommodation for a disability or language barrier, please contact the City at 563-262-4141 at least three (3) business days in advance of the meeting date.

Carol Webb
City Clerk

RESOLUTION NO. 2023-0557

A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATIONS FOR THE SUNSET PARK LIGHTING PROJECT

WHEREAS, the City Council, acting as the Board of Directors for the Muscatine Municipal Housing Agency (MMHA), has entered into a Professional Services Agreement with for design services related to the Sunset Park Lighting Project; and

WHEREAS, the Plans, Specifications, Contract Documents and Cost Estimations have now been completed; and

WHEREAS, a public hearing must be conducted on said plans, specifications, contract documents and cost estimations prior to obtaining bids on the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA, acting as the Board of Directors for MMHA, that a public hearing be conducted by the City Council in City Hall Council Chambers at 6:00 p.m. on Thursday, December 7, 2023, and

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Muscatine Journal not less than four (4) days prior to said public hearing date.

PASSED, APPROVED, AND ADOPTED THIS 16st DAY OF NOVEMBER, 2023

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

_____

Dr. Bradley Bark, Mayor

ATTEST

_____

Carol Webb, City Administrator

City of Muscatine

ITEM NUMBER 2023-0558

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Accept Lead Hazard Reduction and Healthy Homes Grant for $2,956,932.31.

EXECUTIVE SUMMARY

Presented for Council consideration is a Lead Hazard Reduction and Healthy Homes Grant agreement from the U.S. Department of Housing and Urban Development for the mitigation of lead and other hazards in 65 eligible homes in Census Tract 508 where children under the age of 6 live or visit.

STAFF RECOMMENDATION

Staff recommends Council accept the grant, authorizing the mayor to sign.

BACKGROUND/DISCUSSION

Of the approximately 10,000 housing units in Muscatine, almost 80% of them were built before 1979 and are at-risk of containing lead-based paint on some or all surfaces. If these surfaces are not maintained they may begin to peel or chip, causing an increased risk to the health of young children. More frequently, in properties with maintained surfaces where very young children experience elevated blood levels when the touch or chew on surfaces, such as window seals, where little thought is given to the underlying hazard. Due to this hazard, the identification of peeling paint is a component of all rental inspections, and if identified, can require costly mitigation.

Each year the U.S. Department of Housing and Urban Development provides funding for testing and remediation of lead-based paint and other hazards in homes occupied by low income families where young children live or visit. While staff determined a number of years ago there was a need to address the potential presence of lead-based paint in local homes, it was recognized the grant is a competitive process requiring a technical application. As a result a contract with Impact 7G was brought to the October 20, 2022, meeting of City Council. The contract was approved and work on the grant application began.

The Lead Hazard Reduction Grant Program’s goal is to maximize the number of children under

the age of six protected from lead poisoning. The program assists governments in developing a program to identify and control lead-based paint hazards in eligible privately-owned rental or owner-occupied housing populations. In addition, there is Healthy Homes Supplemental funding available to enhance the lead-based paint hazard control activities by comprehensively identifying and addressing other hazards that affect occupant health.

At its April 20, 2023 meeting City Council approved submitting the grant with a focus on the most concentrated area of eligible homes, Census Tract 508, which is in the center of the City and includes the Mulberry Revitalization Program area, to maximize resource and realize the greatest impact.

Over the 4 year grant period lead and other hazards will be addressed in 65 homes. The total program budget is approximately $3.337 million, including $2,556,932 for the Lead Hazard Reduction Program, that will pay testing for lead, purchasing necessary testing equipment, making blood testing in potentially affected children available, staff to implement the program, staff and contractor training, and compliance activities. An additional $400,000 from the Healthy Homes Program will be used to address other hazards that contribute to multiple childhood diseases and injuries in the home, such as mold, allergens, and carbon monoxide.

The remaining $380,000 will come from locally available resources to provide the approved match. These match resources are:

- $100,000 – Housing Agency Resources
- $250,000 – Mulberry Neighborhood Revitalization CDBG Housing Façade (10 units)
- $30,000 – Landlord Required Contribution (15% of individual project costs)

CITY FINANCIAL IMPACT

There is no impact to the general fund of accepting the grant. The matching funds are from nongeneral fund resources and the grant covers expenses associated with current and new staff to implement the program.

ATTACHMENTS

1. LBP HUD-1044
2. FY23 LHR Terms and Conditions_Final

Draft

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument: ☐ Cooperative Agreement ☒ Grant	2. Type of Action: ☒ Award ☐ Amendment
3. Instrument Number: **IALHD0497-23**	4. Amendment Number:
5. Effective Date of this Action: **See Block #20**	6. Control Number:
7. Name and Address of Recipient: **County of Muscatine** **215 Sycamore Street** **Muscatine, IA 52761** Being Revised corrected	8. HUD Administering Office: HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410
	8a. Name of Administrator: **Bria Trimble** **Chebria.Trimble@hud.gov** 8b. Telephone Number: 202-402-3049
10. Recipient Project Manager Jodi Royal-Goodwin, jroyal-goodwin@muscatineiowa.gov, 563-262-4141	9. HUD Government Technical Representative **Yolanda Brown, Yolanda.A.Brown@hud.gov, 202-402-7596**
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price 12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102
14. Assistance Amount Previous HUD Amount: **$0.00** HUD Amount this action: LR1 $ 2,556,932.31 HH1 $ 400,000.00 Total HUD Amount: **$ 2,956,932.31** Recipient Amount: $ Total Instrument Amount: **$ 2,956,932.31**	15. HUD Accounting and Appropriation Data **8621/230174 21LRLH/LRLHR - $2,556,932.31** **8622/240174 22LRHH/LRHHI - $ 400,000.00** 15b. Reservation number: **LHD 23-02** Amount Previously Obligated: **$0.00** Obligation by this action: **$ 2,956,932.31** Total Obligation: **$ 2,956,932.31**

16. Description

Employer Identification: 42-6005008 **UEI: UREH LGZM PJD5** **Program: LR1 HH1**

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

1. Cover Page, HUD 1044
2. FY 2023 Terms and Conditions
3. Statement of Work/Work Plan/Benchmark Standards
4. Grantee's financial and technical proposal
5. Mutually agreed and negotiated proposal changes
6. Abstract of grant activities
7. Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
8. TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS https://www.ecfr.gov/current/title-2/part-200
9. Notice of Grant Opportunity announced in GRANTS.GOV FR-6600-N-13 Posted date: 6/17/22

Period of Performance: November 15, 2023 to November 15, 2027 – 48 months

~~**Period of Performance: November 1, 2023 to November 1, 2027 – 48 months**~~

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office	18. ☐ Recipient is not required to sign this document.
19. Recipient (By Name)	20. HUD (By Name) **Bria Trimble, Grant Officer**
Signature & Title:	Date (mm/dd/yyyy):
	Signature & Title: Bria Trimble Date (mm/dd/yyyy): 09/26/2023

form HUD-1044 (8/90)

U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes

Lead Hazard Reduction Grant Program
Fiscal Year 2023 - Terms and Conditions

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APPENDIX - List of Actions Due

I GENERAL

1. Introduction

1.1. This instrument is governed by 2 CFR Part 200 – "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," commonly referred to as the Uniform Guidance. The Uniform Guidance streamlines and consolidates government requirements for receiving and using Federal awards to reduce administrative burden and improve outcomes. The Office of Management and Budget (OMB) made major changes and updates to the Uniform Guidance on August 13, 2020, , that became effective November 12, 2020, and published corrections to that notice on February 22, 2021, that became effective that day.

1.2. Recipients must review their official award document for additional administrative and programmatic requirements.

a. Assistance Award/Amendment – HUD-1044 – The form shall be used by HUD and the recipient to execute the agreement; it shall also be used for changes in key personnel, the award amount, the primary contact/recipient of the quarterly assessment report, terms and conditions, and other identifying information.

b. A copy of the governing body's authorization of an individual to sign the application for assistance and the Assistance Award as the Authorized Representative must be on file in the recipient's office.

1.3. The Grantee and any subrecipients must comply with the applicable terms and conditions outlined below. Also, the Grantee must comply with the separate Office of Lead Hazard Control and Healthy Homes (OLHCHH) Grant Program Policy Guidance applicable to its program, found on the Office's website, www.hud.gov/healthyhomes (specifically, as of the publication of this document, on the Grant Program Policy Guidance page, https://www.hud.gov/program_offices/healthy_homes/lbp/pg).

1.4. By acceptance of the grant award, each recipient (Grantee) agrees to comply with these requirements. Failure to comply with the general terms and conditions in this document and those directly reflected on the official assistance award document may result in enforcement actions outlined in 2 CFR §200.339 and §200.340.

2. Overview of Award Implementation

2.1. This instrument reflects the acceptance by HUD of the proposed budget, key personnel and partners, and primary conditions of the applicant's awarded proposal, or any subsequent revision, submitted in response to the Notice of Funding Opportunity (NOFO) for the Department of Housing and Urban Development, OLHCHH Grant Programs for the NOFO indicated on the HUD-1044 cover page. A final budget, work plan, and benchmarks will be developed, accepted, and incorporated with the HUD-1044 within 60 days of the award notice. As a condition of this grant award, the Grantee and subrecipients, as applicable, agree to submit the following documents:

a. A final negotiated work plan, with deliverables/outcomes measures, prioritization plan, targeted areas of program implementation; and
b. Policies and procedures for how the grant will be administered. Submit the documents listed via the Healthy Homes Grant Management System (HHGMS) within 60 calendar days of the Period of Performance start date (located on the HUD-1044).

These revisions will update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan, benchmarks, and budget. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as modifications considered rehabilitation or repair, will not be allowed to draw down funds before the determination by the appropriate HUD Environmental Officer that the environmental review for the work is satisfactory and HUD approval of working on the property, or the Grantee's receipt of an approved Request for Release of Funds and Certification, as prescribed within section II.40 of this agreement. See OLHCHH Policy Guidance 2008-03 for further details.

NOTE: If the successful applicant does not provide documents in section 2.1 that are satisfactory to the Grants Officer (GO) in a timely manner, including not addressing problems identified, the grant may be terminated based on failure to successfully conclude negotiations or to provide HUD with the requested information, according to the NOFO for which the Grantee applied.

3. Definitions

The following terms and definitions are in accordance with 2 CFR Part 200 and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, and applicable Notices of Funding Opportunity.

3.1. **Allocable Costs** - Defined in 2 CFR §200.405, are costs that are assignable to a particular Federal award or cost objective if the goods or services involved are chargeable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

a. Is incurred specifically for the Federal award;
b. Benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and
c. Is necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in 2 CFR Part 200, subpart E – Cost Principles.

3.2. All activities that benefit from the Grantee's indirect costs, including unallowable activities and services donated by the Grantee or to the Grantee by third parties, will receive an appropriate allocation of indirect costs.

3.3. Any cost allocable to a Federal award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms and conditions of the Federal awards, or for other reasons.

3.4. **Allowable Costs** - Defined in 2 CFR §200.403, are those costs that are:

a. Necessary and reasonable for the performance of the Federal award and are allocable to the Federal award;
b. Conform to any limitations or exclusions set forth herein, in the NOFO, or in the Federal award as to types or amount of cost items;

c. Consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the Grantee;
d. Accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
e. Determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR Part 200;
f. Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
g. Adequately documented. See also 2 CFR §§200.300 through 200.309; and
h. Incurred during the approved budget period.

3.5. Approving Official (also known as "Coordinator") – A Secure Systems administrator who manages the organization's "Users" in Secure Systems. Responsibilities include assigning Secure Systems LOCCS roles to themselves and "Users." Approving Officials will use eLOCCS to re-certify their staff every 3 months, therefore, Approving Officials will also need to register for an ID in Secure Systems like the "Users." For more information, visit eLOCCS Access Guidelines for Business Partners.

3.6. **Assistance Award/Amendment- HUD-1044 -** The HUD-1044 is used by HUD and the recipient to execute the agreement; it is also used for changes in key personnel, the award amount, the primary contact/ recipient of the quarterly assessment report, terms and conditions, and other identifying information.

3.7. **Authorized Representative or Official** (AR) - The official at the operational level who has the responsibility for the full measure of the mission and the authority to obligate funds to support the grant from the Grantee.

3.8. **Certifying Officer** - The "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act (NEPA) and in statutory provisions cited in 24 CFR §58.1(b), and as defined at 24 CFR §58.2(a)(2). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in 24 CFR §58.5. The Certifying Officer must also:

a. Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
b. Ensure that the responsible entity reviews and comments on all environmental impact statements prepared for Federal projects that may have an impact on the recipient's program.

3.9. **Contract -** Defined in 2 CFR §200.1, is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.

3.10. **Contractor** - An entity that receives a contract as defined in 2 CFR §200.1.

3.11. **Direct Costs** - Described in 2 CFR §200.413, are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally

or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are:

a. Compensation of employees for the time devoted and identified specifically to the performance of those awards;
b. Cost of materials acquired, consumed, or expended specifically for the awards;
c. Equipment and other approved capital expenditures; and
d. Travel expenses incurred specifically to carry out the award.

Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. Refer to the Notice of Funding Opportunity (NOFO) for specific information regarding what constitutes direct costs for your program and any applicable programmatic requirements to which a Grantee must adhere.

3.12. **Disallowed Costs** - Those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions contained in the award.

3.13. **Equipment** - A tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Examples include X-ray fluorescence (XRF) machines, office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

3.14. **Government Technical Representative (GTR)** - The HUD Official who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

3.15. **Grant Award (Federal Award)** - A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

a. Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)), and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;
b. Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.
c. Does not include an agreement that provides only:
    a. Direct United States Government cash assistance to an individual;
    b. A subsidy;
    c. A loan;
    d. A loan guarantee; or
    e. Insurance.

HUD grant agreements consist of the HUD-1044 and any special award conditions.

3.16. **Grantee (or Recipient**) A non-Federal entity, usually but not limited to non-Federal entities that receive a Federal award directly from the Federal awarding agency. The term Grantee does not include subrecipients or individuals that are beneficiaries of the award.

3.17. **Grants Officer (GO) -** The official authorized by HUD to execute and/or administer the grant.

3.18. **Guidelines** - Definitions, standards, and information contained in the latest edition of the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing." The Guidelines are incorporated by reference into the grant. See https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

3.19. **Healthy Homes Grant Management System (HHGMS)** - The OLHCHH online data management system that allows the processing of administrative and technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grants Officer.

3.20. **HUD -** The U.S. Department of Housing and Urban Development.

3.21. **High Risk Designation** - The designation of the Grantee that may be given by HUD to indicate that HUD will be conducting heightened monitoring of the Grantee's performance as a result of unsatisfactory performance or when a Grantee has not complied with Federal statutes, regulations, including 2 CFR Part 200, or requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions. The "high-risk" designation will stay in place until the corrective actions specified by HUD in the High-Risk Designation Amendment have been addressed to HUD's satisfaction. If the corrective actions are not addressed within the time frame specified, HUD may pursue sanctions as defined in Section II.42 or Suspension and Termination as described in section II.46.

3.22. **Indirect Costs** - Those costs that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are generally charged to Federal awards through the development and application of an indirect cost rate (ICR).

Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX of 2 CFR Part 200 as follows:

a. Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)

b. Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
c. Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans
d. Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
e. Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals
f. Appendix IX to Part 200 - Hospital Cost Principles

3.23. **Leverage** - The non-match resources provided by the Grantee in excess of the required match for making a grant fully operational.

3.24. **Line of Credit Control System (LOCCS)** - HUD's primary grant and subsidy disbursement system that handles disbursement and cash management for most HUD grant programs. Organizations and individuals have access to these grants through an internet version of LOCCS called eLOCCS, where Grantees (Business Partners) with appropriate authorization can access, manage, and drawdown against their HUD grant portfolios. For more information, visit eLOCCS Access Guidelines for Business Partners.

3.25. **Modified Total Direct Cost (MTDC)** - All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward more than $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs (2 CFR §200.1).

3.26. **Must (or Shall)** - A mandatory requirement of the Terms and Conditions in association with the HUD-1044 for the grant.

3.27. **Notice of Funding Opportunity (NOFO)** - The announcement of the availability of funding for an award.

3.28. **Non-Federal Entity** - A state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out an OLHCHH award as a Grantee or subrecipient.

3.29. **OLHCHH** - The U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes.

3.30. **Partner** -A subgrantee or contractor that has an arrangement in which skills, services, or resources are shared in accordance with the partnership agreement to meet the goals of the grant.

3.31. **Pass-Through Entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

3.32. **Period of Performance (POP)** - The total estimated time interval between the start of an initial OLHCHH award and the planned end date, which may include one or more funded portions, or budget periods.

3.33. **Publication** includes:

a. Any document containing information for public consumption; or
b. The act of, or any act which may result in, disclosing information to the public.

3.34. **Responsible Entity** means:

(i) With respect to environmental responsibilities under programs listed in §58.1(b)(1), (2), (3)(i), (4), and (5), a recipient under the program.

(ii) With respect to environmental responsibilities under the programs listed in §58.1(b)(3)(ii) and (6) through (12), a state, unit of general local government, Indian tribe or Alaska native village, or the Department of Hawaiian Homelands, when it is the recipient under the program. Nonrecipient responsible entities are designated as follows:
(A) For qualified housing finance agencies, the state or a unit of general local government, Indian tribe or Alaska native village whose jurisdiction contains the project site;
(B) For public housing agencies, the unit of general local government within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state;
(C) For nonprofit organizations and other entities, the unit of general local government, Indian tribe or Alaska native village within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state.

3.35. **Should** - The best practices or recommended approach of the terms and conditions in association with the HUD-1044 for the grant.

3.36. **Standard Form-424 (SF-424)** - The application for Federal assistance programs required by discretionary grant programs.

3.37. **Subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. A subgrantee is the recipient of a subaward, while a contractor is the recipient of a contract for the purpose of obtaining goods and services for the non-Federal entity's own use.

3.38. **Subrecipient or Subgrantee** - An entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

3.39. **Third-party In-kind Contributions** - The value of non-cash contributions (i.e., property or services) that:

a. Benefit a Federally-assisted project or program; and
b. Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Third-party in-kind contributions may be a source of match funds.

4. Federal Funding Accountability and Transparency Act (FFATA) of 2006

4.1. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires disclosure of all entities and organizations receiving Federal funds through a single publicly accessible website, USASpending.gov, which includes information on each Federal financial assistance award and contract over $30,000, including such information as:

a. The name of the entity receiving the award
b. The amount of the award
c. Information on the award including transaction type, funding agency, etc.
d. The location of the entity receiving the award
e. A unique identifier of the entity receiving the award
f. Names and compensation of highly compensated officers (as applicable)

4.2. Grantee Reporting - Recipients are required to report subawards on the Federal Subaward Reporting System (FSRS) website www.FSRS.gov.

4.3. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the award and subawards, where both the initial award is $30,000 or greater or the cumulative award will be $30,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and subaward information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy Guidance. The prime awardee will have until the end of the month plus one additional month after a subaward is obligated to fulfill the reporting requirement. For more information on FFATA Reporting visit FSRS, USASpending.gov, and HUD's Grants Information webpage.

5. English Language

The English language will be used in the Terms and Conditions as defined in 2 CFR §200.111:

5.1. All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

5.2. Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees, who are working on the Federal award, are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

6. **Code of Conduct**

6.1. Code of Conduct for OLHCHH Grant Programs - All OLHCHH Grantees, except states, and all subrecipients under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meet all requirements in 2 CFR §200.318(c) regarding conflicts of interest. Each applicant selected for an award (other than a state) must ensure an up-to-date copy of the organization's code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in HUD's Code of Conduct e-library. Applicants can check the code of conduct list at Code of Conduct for HUD Grant Programs to confirm if HUD has determined their code of conduct complies with 2 CFR §200.318(c)(1). HUD does not collect or review state codes of conduct for compliance with 2 CFR §200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from its non-Federal funds, as provided in 2 CFR §200.317.

6.2. Conflict of Interest (COI) - As defined by 2 CFR §200.112, means the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

6.3. Other Conflicts of Interest - In all cases not governed by 2 CFR §200.317 and §200.318(c), all recipients and subrecipients must comply with the conflict-of-interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict-of-interest requirements apply in all cases not governed by 2 CFR §200.317 and §200.318(c):

a. General prohibition - No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themself or for those with whom the individual has immediate family or business ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

b. Exceptions - HUD may grant an exception to the general prohibition in paragraph I.6.3.a, upon the recipient's written request and satisfaction of the threshold requirements in paragraph I.6.3.c, if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph I.6.3.d.

c. Threshold Requirements for Exceptions - HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.

d. Factors to Be Considered for Exceptions - In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph I.6.3.c, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost-benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph I.6.3.a.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict. Any other relevant considerations.

Important: Recipients must disclose in writing any potential conflict of interest to HUD promptly upon discovery.

7. Determining Subrecipient or Contractor Classification

Determining subrecipient or contractor classification as defined by 2 CFR §200.331 means the non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. Please note that a non-Federal entity partner to the prime recipient cannot operate as both a contractor and a subrecipient on the same award.

8. Procurement Standards

Procurement refers to the process of selecting contracts, and establishing price and terms to acquire goods and services. Recipients must follow the procurement standards articulated in 2 CFR 200.

8.1. States must follow the same policies and procedures it uses for procurements from its non-Federal funds. States must comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327.
8.2. All other non-Federal entities, including subrecipients of a state, must follow the procurement standards in §§200.318 through 200.327.
a. As required by §200.327, and Appendix II of Part 200 which the section cites, and which cites Executive Order 11246, “Equal Employment Opportunity,” recipients performing or having subrecipients or contractors at any tier perform, Federally assisted construction

contracts (i.e., including work that includes rehabilitation or repair of buildings, or improvements to real property, and supervision, inspection, and other onsite functions incidental to the actual construction) under their award shall comply, in implementing their agreement, with, in the Department of Labor's equal employment opportunity regulations at 41 CFR, section 60-1.4, Equal Opportunity Clause, subsections (b) through (e) (with definitions in section 60-1.3), and excepting such contracts up to $10,000 (as per section 60-4.1), with section 60-4.2, Solicitations.

Please see Policy Guidance Number - 2017-04 for additional guidance.

9. Build America, Buy America (BABA) Act

Grantees must comply with the Build America, Buy America (BABA) Act procurement requirements and implementing guidance available on HUD''s dedicated webpage (BABA | HUD.gov / U.S. Department of Housing and Urban Development (HUD)). This site provides a comprehensive collection of proposed, currently effective, and expired waivers (as they become available) of the Build America, Buy America Act's domestic content procurement preference as applied to HUD's Federal Financial Assistance programs.

II PROGRAM REQUIREMENTS

1. Administrative Costs

LBPHC, LHRD, and other grants awarded under section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing Community Development Act of 1992, Public Law 102-550): Administrative costs may not exceed 10 percent of the Federal lead grant award. Administrative costs are defined as overhead costs and costs of general management, oversight, and coordination. Administrative costs include all allowable and allocable direct administrative costs (costs for the general management, oversight, and coordination of the grant – i.e., program administration and indirect (F&A) cost (defined in 2 CFR §200.414)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Part 3 Financial Reporting (Administrative Cost Summary).

Notwithstanding any administrative cost limits provided in a statute, regulation, or the applicable NOFO, an indirect cost rate that is no greater than the approved rate negotiated with the applicant's Federal cognizant agency for indirect costs shall be used.

See Policy Guidance Number 2015-01

2. Administrative Requirements

For all Grantees, awards will be governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and these grant provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

3.1. Advance payments by the Treasury electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of

the grant amount and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the GO.

3.2. In accordance with 2 CFR §200.305, "Federal payment," to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

a. The non-Federal entity receives less than $250,000 in Federal awards per year.
b. The best reasonably available interest-bearing account would not be expected to earn interest over $500 per year on Federal cash balances.
c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

3.3. Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements or fail to provide any required progress report on time, the authorization for advance one-time payment may be revoked. The Grantee may then be required to finance the project with its working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

4. Cost Reimbursement

This is a cost-reimbursement award. Except as described in Section 3, "Advance Payment by Treasury Check or Electronic Funds Transfer," the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs over the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which is determined by the GTR/GO to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by 2 CFR Part 200 subpart E.

5. Amendments

The Grant may be modified at any time by written amendment. Amendments that reflect the rights and obligations of either party shall be executed by both HUD (through the GO) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the GO.

See OLHCHH Policy Guidance 2013-03.

6. Budget

6.1. The Grantee shall incur eligible costs in conformance with the final negotiated budget. The Grantee shall not commingle any funds computed under this grant with any other existing or

future operating accounts held by the Grantee.

6.2. In addition to the general requirement that any costs incurred are allowable as described in section I.3.4, Grantees must also ensure that cost following OAHM program specific allowability requirements below.

a. Program Operations - Program Operation costs are program implementation, management, and oversight activities that are directly attributable and specifically identified with this grant. All costs must be reasonable and clearly detailed. Examples of costs may include but are not limited to the following:

   i. Staff and contractor recruitment
   ii. Salaries and wages for direct hires or contractors working directly on activities supported by this grant
   iii. Fringe benefits for direct hires working directly on activities supported by this grant. Fringe benefits are allowable as a direct cost in proportion to the salary charged to the grant, to the extent that such payments are made under formally established and consistently applied organizational policies.
   iv. Program marketing/advertising and printing
   v. Procurement of materials and supplies for program administration. Materials and supplies are defined as tangible personal property other than equipment, costing less than $5,000. Materials and supplies that are necessary to carry out the project are allowable as prescribed in 2 CFR §200.453.
   vi. Local travel

b. Information Technology and IT Services - Costs are directly attributable to tracking service activities and collecting program monitoring data. Examples of such costs may include but are not limited to the following:
   i. Procurement and maintenance of database and other tools
   ii. Information technology consulting services

c. Client Intake, Assessment, and Reasonable Accommodations - Costs directly attributable to activities that ensure the client's needs and goals are fully understood and that they get the maximum benefit from the program to address their needs and goals. Examples of such costs may include but are not limited to the following:

   i. Assistance to the client in locating proof of eligibility
   ii. Fees to use standardized assessment tools
   iii. Occupational therapist services
   iv. Registered nurse services (only if required by evidence-based model) as described in section I.A., Background, which do not include medical treatment. Examples of registered nurse services are assessing a client's goals related to pain, depressive symptoms, medication use, strength, and balance, and facilitating communication with a primary care practitioner.
   v. Social worker services
   vi. Translation services (limited English proficiency)
   vii. Development of a list of resources to refer the client to, which will address needs outside of the scope of this program.
   viii. Any costs associated with providing a reasonable accommodation for a beneficiary with a disability or a potential beneficiary applying to participate in the program.

ix. Any costs associated with ensuring effective communication with applicants and beneficiaries with visual, hearing, speech, and other communication-related disabilities.

d. Home Modifications and Adaptive Equipment- Costs that are directly attributable to the implementation of recommended home modifications and adaptive equipment specified by the Occupational Therapist (OT), OT Assistant, or Certified Aging in Place Specialist operating under the supervision of the OT based on the interview and assessment of the client and home environment. Examples of such costs may include but are not limited to the following:
   i. Procurement of equipment associated with the home modification. Equipment means tangible nonexpendable personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of $5,000 or less, however, procurement of equipment with unit cost in excess of $5,000 is allowable if prior written approval is obtained from HUD.
   ii. Procurement of adaptive equipment, materials, and supplies associated with the home modification. Materials and supplies are defined as tangible personal property other than equipment, costing less than $5,000. Materials and supplies that are necessary to carry out the project are allowable as prescribed in 2 CFR § 200.453.
   iii. Costs associated with making a specific home modification or adaptive equipment accessible for a beneficiary with a disability.

e. Professional Development - Costs directly attributable to activities that are intended to improve the organization's ability to ensure high-quality program outcomes and to share information about the program with industry groups. Examples of such costs may include but are not limited to the following:
   i. Certification and/or training in aging in place or related areas, including travel costs and training fees.
   ii. Peer group conference registration and travel (requires prior approval by HUD).

6.3. The signed SF-425 Financial Status Report shall be submitted quarterly to the GTR via the HHGMS reporting system by attaching the report to the corresponding quarterly report as specified in section II.37, Project Management. A Final Report (along with a final SF-425) is due no later than 120 days after the end of the period of performance. See section II.9, Closeout, regarding the holdback of 5% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal and match amounts).

7. Certifications and Assurances

7.1. The certifications and assurances submitted in the Grantee's application are incorporated into this award document. These include, but are not limited to:

a. Standard Form 424 (SF-424), Application for Federal Assistance
b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
c. Applicant/Recipient Disclosure Update Report (HUD-2880)
d. Certification of Consistency with the Consolidated Plan (HUD–2991)

8. Prior Approval Requirements (Changes to Award Agreement)

8.1. In accordance with 2 CFR §200.308, as applicable, Grantees/recipients and subgrantees must obtain prior approval from HUD whenever any changes are anticipated to include the following:

a. Purchase of equipment over $5,000.
b. Any revision of the scope or objectives of the project (e.g., change in the target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks, numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained) regardless of whether there is an associated budget revision.
c. Any scope of work for a single unit projected to cost more than $5000 for modifications must receive prior approval in writing from the GTR.
d. Request to extend the period of performance/availability of funds.
e. Any revisions to the budget must be approved by the GTR. Budget revisions that are 10% or more of the total budget as last approved by HUD must be approved by the GO in concurrence with the GTR.
f. Changes in the approved cost-sharing or matching provided by the Grantee.
g. Changes in key personnel as specified in an application or a grant award.
h. Contracting out, sub-granting (if authorized by law), or otherwise obtaining the third party (e.g., vendors) to perform activities that are central to the purposes of the award
i. Any international travel that is required to meet the goals and objectives of the grant.
j. The transferring of a grant to another entity/organization. This requires notifying the GTR for involvement in the transferring process. The Grantee must submit a request and receive written approval from the GO via a HUD-1044 amendment. Failure to receive written approval may result in sanctions, suspension, or termination of the grant. See section II.41 and 45, “Sanctions” and “Suspension and Termination.”

See OLHCHH Policy Guidance 2013-03

9. Closeout

9.1. The Grantee shall provide the closeout documentation to the GTR within 120 days after the end of the performance period, consisting of the following elements:

a. The Final Report should detail the progress made in achieving the purpose of the grant or cooperative agreement and adequate documentation of the total funds expended in support of the activities to achieve this purpose.
b. The final breakdown and justification of budget categories including direct costs, administrative costs, match/cost-share, and indirect cost rate, if applicable.
c. The Final Part 3 Report from HHGMS online quarterly reporting system.
d. The final Federal Financial Status Report (SF-425)
e. The final invoice for incurred expenses (all budget expenses reported in the SF-425, LOCCS, and placed in HHGMS must match before the grant can be closed out).
f. The final quarterly reporting into the HHGMS on-line quarterly reporting system (only if additional housing units were completed and cleared during the closeout period).
g. Signed statement by the Authorized Official that the HHGMS award page reflects all fiscal draws, balances, administrative burden, and benchmark counts that are claimed in the Final Report submitted, including confirmation if match commitment was met by

listing the source and amount.

9.2. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and U.S.C §1701u ensure that employment and other economic opportunities generated by the Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR part 75. The Grantee must report its Section 3 activities within the HHGMS. More information can be found on HUD's website.

9.3. HUD reserves the right to withhold five percent (5%) of the Federal award amount pending the receipt and approval of the Final Report (with supporting documentation).

9.4. HUD will notify the Grantee in writing when the grant is closed. After the grant is closed, the Grantee must comply with 2 CFR §200.345 "Post-closeout adjustments and continuing responsibilities." The Grantee has the following areas of continuing responsibility after closeout of award:

a. Records and materials must be kept in a safe place and be accessible to HUD, auditors, and other government officials for at least 3 years from the date of submission of the final expenditure report. This requirement also extends to all sub-grants/subawards and subcontracts the Grantee has executed for over $10,000.
b. Accountability for property continues if the Grantee holds the property, or for the period established by the award document. Disposal of property must be in accordance with 2 CFR §200.310-§200.316. See section 35, Program income, regarding the use of those funds.
c. The Grantee must return any funds due to HUD as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
d. The Grantee must comply with 2 CFR Part 200 subpart F - Audit Requirements.
e. The Grantee must notify the GTR and GO if at any time during the three years after the period of performance, the Grantee's organization is discontinued or changes location. The GTR and GO shall be notified immediately of the new address or the address of the party retaining all records.

See OLHCHH Policy Guidance 2020-06

10. Conduct of Work

10.1. During the period of performance of this grant, the GTR shall be responsible for monitoring the technical effort of the Grantee. The Grantee must allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote and on-site monitoring within a reasonable timeframe (determined by the GTR or GO) may result in "high risk" designation, suspension, or termination of the grant. See section 45, Suspension and Termination.

10.2. The Grantee or subgrantee shall not engage in any unethical activities during the grant period of performance. If HUD decides that the Grantee or subgrantee has engaged in unethical activities, the Grantee or subgrantee will be subject to "high risk" designation or suspension until the activities have ceased and assurance acceptable to HUD is given that no

further activities will occur. HUD may also take enforcement action under 2 CFR §200.339.

10.3. Mandatory Disclosure Requirements - The Grantee and subgrantee must promptly disclose in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make disclosures can result in any of the remedies described in §200.339. Actions taken are subject to section 45, Suspension and Termination.

11. Collection of Data

11.1. The collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained before the use of the survey instrument. Also, the approval time may considerably lengthen the time required for the completion of the proposed project. The Grantee should consider requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

a. The Grantee is conducting the collection of information at the specific request of HUD; or
b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. If the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

12. **Cooperation with HUD-Sponsored Research and Evaluation**

12.1. The Grantee shall cooperate fully with any research or evaluation sponsored by HUD, or another government agency associated with this grant program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators, or HUD. This also may include the compiling of certain and relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at https://www.hhs.gov/hipaa/index.html

a. The Congressionally- mandated evaluation of the OAHMP will be overseen by HUD's Office of Policy Development and Research (PD&R) in conjunction with Healthy Housing Solutions (Solutions) to conduct an evaluation of Grantee implementation processes and the impact of the OAHMP on program participants.
b. The Research Electronic Data Capture (REDCap) system is the secure, web-based platform used for data collection, storage, and management for the evaluation, provided free-of-charge to OAHMP Grantees for purposes of the evaluation.
c. The Grantee must utilize the REDCap platform to collect, maintain, and provide to HUD the data necessary to document and evaluate grant program outputs and outcomes for congressionally-mandated reporting purposes.

13. Contact Information Updates

13.1. The Grantee must inform the GTR within 30 days of any changes in contact information, including the organization's name, address, telephone number, e-mail address, and key personnel or Authorized Official change.

14. Copyrights

14.1. HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, subaward, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or subgrantee or a contractor purchases ownership with award funds.

14.2. Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures.

15. Direct Costs

15.1. Direct costs as defined in 2 CFR §200.413 and these terms and conditions are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

15.2. OLHCHH Policy Guidance, "PGI-2015-01-Clarification of Costs for LHRD and LBPHC Grant Programs," clarifies program costs, administrative costs, direct costs, and indirect costs for Lead-Based Paint Hazard Control (LBPHC) grants and Lead Hazard Reduction Demonstration (LHRD) Healthy Homes and Weatherization Cooperation Demonstration (HHWCD), Older Adult Home Modification Program (OAHMP), and Radon Testing and Mitigation in Public Housing (RTMPH) grants.

16. Disputes

16.1. During the performance of the grant, disputes may arise between the Grantee and the GTR, or between the Grantee and the GO. If a dispute with the GTR arises, the Grantee may solicit the assistance of the GO in resolving the dispute, and/or may appeal the determination by the GTR to the GO.

16.2. If a dispute with the GO arises, or if the Grantee has appealed a decision by the GTR to the GO, the GO shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.

16.3. If the Grantee disagrees with the final decision by the GO, the Grantee may appeal the decision to the Director, Grants Services Division, OLHCHH. If the Grantee wishes to submit a second appeal, the Grantee may appeal to the Deputy Director, OLHCHH. If the Grantee disagrees with the appellate decision of the Deputy Director, the Grantee may appeal to the

Director, OLHCHH for a final decision.

17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

17.1. The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not- to- exceed "Total HUD Amount" on the HUD-1044.

17.2. Line of Credit Control System (LOCCS) is HUD's primary grant disbursement system. Grant disbursements are facilitated via the Internet through the eLOCCS system. Grantees (Approving Officials and Users) are required to gain access to Secure Systems prior to accessing eLOCCS since it serves as an internet gateway between the public and the internal eLOCCS application.

17.3. It is imperative that Grantees thoroughly review eLOCCS Access Guidelines for Business Partners to obtain all the information needed to obtain a Secure Systems user identification (user ID) and complete the eLOCCS registration process.

17.4. Access of authorized personnel to the eLOCCS system is for official use only and the system user ID issued and the subsequent created password by the authorized personnel are to be used solely in connection with the performance of their official responsibilities as a Grantee and may not be used for personal or private gain. eLOCCS users shall not share Secure Systems user IDs or passwords. If user IDs or passwords are found to be shared, access will be terminated. See Information Technology Security Policy: HUD Handbook 2400.25 REV.5.0.

17.5. The Grantees (including new and reinstated Users) will need to complete the HUD-27054E form. The form will need to be notarized and sent as an encrypted email to the assigned GO. Password protected forms are not acceptable. Grantees who are adding Lead-Based Paint Abatement Program to their existing authorizations do not need to have the HUD 27054E notarized.

17.6. The GO will review the form for accuracy and will notify the Grantee if forms are inaccurate or incomplete, and therefore, cannot be processed.

17.7. The Grantee shall submit to the GTR via the Healthy Homes Grants Management System (HHGMS) the supporting documents (voucher) related to reimbursements requested for work performed. The voucher must be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 – Financial Reporting in accordance with OLHCHH Policy Guidance PGI 2015-02, "Line of Credit Control System (eLOCCS) Reimbursement Procedures". If a Grantee has any questions with this procedure, the individual should contact the assigned GTR.

17.8. Funds advanced to the Grantee shall be maintained in an interest-
17.9. account. Any interest over $500.00 earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. All remittances shall be accomplished as follows:

a. The check should be made out to the U.S. Department of Housing and Urban Development with the grant number on the check stub.

   Express Mail to: Department of Housing and Urban Development
   451 7th Street SW, Room 8236
   Washington, DC 20410-3000
   Attn: Patrice Mitchell, Budget and Administrative Officer

   The Grantee may retain up to $500.00 of interest earned per Grantee's fiscal year for administrative expenses (2 CFR §200.305(b)(9)).

17.10. State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, http://www.fms.treas.gov/cmia/ as it pertains to interest).

18. Equipment

18.1. The following equipment is allowable, in accordance with the OLHCHH NOFO for the applicable grant program, to be acquired for the performance of this grant:

a. X-Ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OLHCHH Grant programs will remain the property of the Grantee under the conditions cited in 2 CFR §200.313, as applicable.
b. Leasing Motor Vehicles must be used by the Grantee in the program or project for which it was acquired for as long as needed and must not encumber the property without prior approval of the OLHCHH in accordance with 2 CFR §200.313(c).

19. Flow Down Provisions

19.1. If the Grantee subawards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the subaward agreement these terms and conditions and any other provisions as may be necessary to ensure that the subgrantees or subrecipients comply with the requirements of the grant.

19.2. In accordance with 2 CFR §200.329, Monitoring and Reporting Program Performance, Grantees are responsible for oversight of the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Grantee must cover each program, function, or activity. See also 2 CFR §200.332 – Requirements for Pass-Through Entities.

20. Single Audit Reporting Requirements

Under 2 CFR Part 200, subpart F – Audit Requirements, a single or program specific audit must be conducted each fiscal year for non-Federal entities that expend more than $750,000 in Federal awards and submitted to the Federal Clearing House System as a requirement under the Single Audit Act of 1984 (as amended in 1996). Grants may be placed on "high risk" designation, suspended, or terminated for failing to submit the Single Audit Report. See section II.45, Suspension and Termination. The website for the Single Audit Report submission is https://harvester.census.gov/facweb/

21. **HUD's Right to Audit and Disallow Cost and Recover Funds**

21.1. The Government reserves the right to recover and recapture any funds that were not expended in accordance with the terms and conditions of this agreement based upon HUD review, the final audit, a monitoring site visit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency for audit (2 CFR §200.1) has already conducted one.

21.2. Access to Records of Grantees and Subgrantees – HUD, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right to access any books, documents, papers, or other records of Grantees and subgrantees that are pertinent to the grant, to conduct audits, monitoring visits, and examinations.

21.3. Later Disallowances and Adjustments - the closeout of a grant does not affect:

a. HUD's right to disallow costs and recover funds based on a later audit or another review (2 CFR §200.345).
b. The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment (2 CFR §200.345).
c. Record Retention and Access requirements in 2 CFR Part 200, subpart D – Post Federal Award Requirements, §200.334-§200.337.
d. Property management and disposition requirements in 2 CFR §200.310 – §200.316
e. Audit requirements in CFR Part 200, subpart F – Audit Requirements.
f. The ability of HUD to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

22. Incurrence of Costs

The Grantee can incur costs for activities beginning on the period of performance start date on the HUD-1044. Any costs incurred before the date are not allowable costs unless specifically authorized in writing by the GO with the concurrence of the GTR.

23. Indirect (F&A) Cost Rate

23.1. The Grantee may recover indirect costs in one of following manners:

a. To recover indirect costs related to Federal awards, organizations must negotiate an ICR with the cognizant Federal agency for indirect costs and present the negotiated and active ICR agreement to HUD.
b. A recipient other than a state, local, and tribal governments may elect to utilize a 10% de minimis indirect cost rate of modified total direct costs (MTDC). This rate may be used indefinitely until they choose to negotiate for a rate. No documentation is required to justify the 10% de minimis rate. If they have a Federally negotiated ICR, they must utilize that rate.
c. State, local, and tribal governments may elect to utilize a 10% de minimis indirect cost rate of modified total direct costs (MTDC) only if they receive less than $35 million in direct Federal funding per year and they do not have a current negotiated rate (including provisional rate). No documentation is required to justify the 10% de minimis rate. If they receive less than $35 million in direct Federal funding per year and they have developed and maintained an ICR proposal, they may use that indirect cost rate. If they receive over

$35 million in direct Federal funding per year, they must obtain a negotiated ICR in order to recover indirect costs.

23.2. If the Grantee elects to use the 10% de minimis rate, this methodology must be used consistently for all Federal awards until the Grantee entity chooses to negotiate for a rate, which the Grantee may apply to do at any time. As described in 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

23.3. In Category 10, the Indirect Costs on the HUD-424-CBW, the Grantee shall enter the Federally negotiated ICR or the de minimis rate of 10%. The Grantee must then apply the appropriate ICR and base (MTDC) to calculate the total estimated indirect cost for the grant. Therefore, in Category 10: Rate x Base = Estimated Cost.

24. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR.

25. Key Personnel

25.1. The Program Manager must commit at least 50% of their time to grant awards. Before diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the GO and the GTR reasonably in advance in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality.

25.2. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the GO. The day-to-day Program Manager must be experienced in occupational therapy, housing rehabilitation, aging in place modifications, or other work related to the project. The Program Manager must have demonstrated project management experience and must dedicate at least 50 percent of his/her time for the proposed project. It is expected that the Program Manager and any support staff will have all necessary certifications and experience for the job descriptions for the position.

26. Liability Insurance

26.1. Costs of insurance required or approved and maintained, under the Federal award, are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447.

26.2. Medical liability (malpractice) insurance as defined by 2 CFR §200.447, "Insurance and indemnification," is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on how the insurer allocates the risk to the population

covered by the insurance.

27. Limitation on Consultant Payments

27.1. Consultants may not be paid or provided reimbursement for payment, whether retained by the Federal government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current Federal pay year in which the consultant performs services under the grant.

a. Hourly Pay Limitation – Consultants may not be paid for any one hour an amount of pay that exceeds the hourly rate for GS-15, step 10. An hourly rate is computed by dividing the annual GS-15, step 10, base pay rate by 2,080 hours to find the hourly rate of pay.

27.2. Consultants retained for technical assistance on the grant must provide documentation that they are providing valuable and pertinent advice generally drawn from a high degree of broad administrative, professional, or technical knowledge or experience.

28. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. §1352 provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

29. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

30. Eliminating Barriers that May Unnecessarily Prevent Indiviudals with Criminal Histories from Participation

In accordance with HUD Secretary Marcia L. Fudge's April 12, 2022, memorandum "Eliminating Barriers that May Unnecessarily Prevent Individuals with Criminal Histories from Participating in HUD Programs," exclusions based on criminal history or activity for grant programs must comply with this section consistent with applicable Federal statutes or regulations. Any reliance on an otherwise eligible participant's arrest record, criminal history, or criminal activity must be based on accurate records and reliable evidence, avoiding exclusions based on arrests only. Before excluding an individual because of an arrest record, criminal history, or criminal activity, you should offer that individual the opportunity to provide evidence of mitigating circumstances, such as the type of crime, the severity of the offense, the length of time since the offense, and evidence of rehabilitation, or that the arrest record is inaccurate.

31. Grant Deliverables

31.1. The Grantee shall complete and submit a final negotiated work plan, benchmarks, and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the GTR for the grant program as applicable.

31.2. The work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for subrecipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where the tasks are interdependent, the work plan and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. (See section II.38, "Project Management ."

32. Order of Precedence

32.1. In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

a. Constitution of the United States
b. Federal Statutes
c. Federal Regulation (including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
d. Executive Orders
e. The applicable NOFO
f. OLHCHH Grant Programs Policy Guidance (https://www.hud.gov/program_offices/healthy_homes/lbp/pg) and other OLHCHH policies
g. Grant Agreement (HUD-1044), including Terms and Conditions
h. Special conditions
i. Management and work plan
j. Grantee's proposal (if incorporated, except for the management and work plan)

33. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be directed to the GTR identified on the HUD-1044 via email.

34. Period of Performance (POP) Extensions, Incurring Costs, and Obligating Federal Funds

34.1. The Grantee shall complete all benchmark goals and objectives stipulated in this award agreement during the period of performance specified on the HUD-1044, "Assistance Award/Amendment and Continuation Sheet." Grantees are to comply with the requirements of 2 CFR 200, subpart E - Cost Principles in charging costs to the grant. All obligations incurred under the award must be liquidated no later than 120 days after the end of the period of performance. The preparation of the final administrative and financial reports is to be completed within 120 days after the end of the period of performance.

34.2. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance end date stipulated in the award. The only costs which are authorized for a period of up to 120 days following the period of performance date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress report, final financial report, and required project audit reports unless otherwise approved in writing by the GO in consultation with the GTR.

34.3. An extension of the award period can be authorized only by the GO by executing a new amendment with the concurrence of the GTR. Neither verbal assurances, nor written assurances, of funding from other than the GO shall constitute authority to obligate funds for programmatic activities beyond the period of performance.

34.4. The OLHCHH has no obligation to provide any additional funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of the OLHCHH.

35. Pre-Award Costs

Before the effective date of the grant, a Grantee may, at its own risk, incur pre-award costs with the prior written approval of the GO with the concurrence of the GTR. Pre-award costs are those incurred before the effective date of the award directly according to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or POP. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the approval of the awarding agency.

36. Profit

No increment above cost shall be paid to the Grantee or any subgrantee or subrecipient under this award. Profit is unallowable.

37. Program Income

Any program income derived because of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award under 2 CFR Part 200 as applicable, including 2 CFR §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the work plan or under special conditions itemized in these provisions, before using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

38. Program Services Model

38.1. The minimum requirements of the services to be provided by the Grantee are detailed in the NOFO (Grants.gov Opportunity #: FR-6600-N-69) in section III.F.14.

39. Project Management

39.1. Deliverables - The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the Final Report, and financial reports utilizing the HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the work plan and benchmark schedule are delivered on time.

39.2. Quarterly Progress Reports - Quarterly reports will be due no later than 30 days after the quarter ends following the initiation of the grant through project close-out, but should be submitted as soon as possible after the end of the quarter. If a due date falls on a Federal weekend or holiday, or an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. Also, a separate document illustrating the match contribution for each quarter is required. Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

39.1. Federal Financial Report (FFR) Standard Form-425 - The Grantee shall submit an FFR for each grant quarterly. FFRs are due 30 days after the quarter ends. A final FFR shall be required after the award agreement and shall use the end date of the project or grant period as the reporting end date. Final reports shall be submitted no later than 120 days after the project or grant period end date. Extensions of reporting due dates may be approved by the GTR upon request of the recipient.

The Grantee shall use HHGMS, or a replacement system selected by the OLHCHH, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time-phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives, and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its “eLOCCS Request Voucher for Grant Payment” processed and/or approved for payment until the quarterly progress report is submitted to HUD.

39.2. Annual Reports - Race and Ethnic Data Reporting Form HUD-27061 - The form must be submitted annually by January 10.

39.3. Final Report - The Final Report shall summarize the applicant’s plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy but should be of a quality and detail to provide a freestanding description to any outside reader of all the applicant’s work and achievements under the grant and compare the Grantee’s proposal of achievements with actual results. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on the HUD-1044. See section II.9, Closeout and Policy Guidance Number 2020-06 “Closeout Procedures for OLHCHH

Grantees."

40. Publications and News Releases

40.1. The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

40.2. Interim and final reports may not be published by the Grantee or any subrecipients participating in the work for sixty days (60) after acceptance of the deliverables by the GTR.

40.3. All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

> "The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

40.4. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any subrecipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event, later than coincidental with the release.

41. **Release of Funds and Environmental Certification**

41.1. Proposed projects involving repair or rehabilitation above the maintenance level require an environmental review by HUD. That environmental review includes consultation with the State Historic Preservation Officer and compliance with other Federal environmental requirements listed at 24 CFR §50.4. Project implementation may be delayed 30 to 60 days, pending completion of the environmental review, and approval by HUD. To the greatest extent feasible, awardees of OAHMP should select the home modifications identified in the "maintenance" column of the table in Appendix B, Home Modifications/Repairs. Proposed projects that meet the definition of maintenance will not require an environmental review or approval by HUD, and the Grantee may proceed with implementation.

41.2. Award of an FY2022 OLHCHH grant does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization, or related hazard remediation work must comply with 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," or, if specified in the Notice of Funding Opportunity for the award, 24 CFR Part 50, "Environmental Assessment." Except when Part 50 is specified. Recipients that are states, units of general local government, or Native American tribes must carry out environmental review responsibilities as responsible entities, defined under Part 58. For the Older Adults Home Modification grant program, recipients that are not-for-profit firms, educational or for-profit institutions must contact and partner with the responsible entity, usually the unit of general local government or Native American tribe of the target area(s), to assume the environmental review responsibilities. Should the

responsible entity object to performing the environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provision of 24 CFR Part 50. For the Older Adults Home Modification grant program, recipients that are not states, units of general local government, or Native American tribes, HUD will perform the environmental review. For all grants under the NOFO, recipients and other participants in the project are prohibited from undertaking, or committing, or expending HUD or non-HUD funds (including match funds) on, a project or activities under the NOFO (other than activities listed in 24 CFR §§58.34, 58.35(b) or 58.22(f)) until the responsible entity completes an environmental review and the applicant submits and HUD approves a Request for the Release of Funds and the responsible entity's environmental certification (both on the HUD-7015.15) or, in instances where HUD performs the environmental review under Part 50, HUD has completed the review and notified the grantee of its approval. The results of the environmental review may require that proposed activities be modified, or proposed sites rejected.

41.3. HUD will not make additional payments from the amount awarded to a Grantee for lead hazard and healthy homes evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices). Any additional funds requested by the Grantee shall be requested in accordance with section II.17, “Estimated Cost and Payment - Line of Credit Control System (LOCCS).”

42. Review of Deliverables

42.1. Deliverables include, but are not limited to:

a. All interim and final reports;
b. Survey instruments required by the work plan, if applicable;
c. Other physical materials and products produced directly under the work plan of this grant, if applicable;
d. Match, in-kind and leverage commitments, if applicable.

42.2. The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables, above, of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR’s review, correction, and acceptance of narrative deliverables shall be limited to:

a. Identification of omissions or errors of fact, methodology, or analysis;
b. Comments on technical such as methods;
c. Deletion of irrelevant materials; and
d. Improvements in style readability.

43. Sanctions

Failure to comply with the Federal statutes; regulations, including 2 CFR Part 200; or the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in the GTR/GO taking action to limit access to program funds. Actions by the GTR/GO may include but are not limited to requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; suspending the ability to incur costs or draw funds; and/or suspending or terminating the grant for non-performance as defined in section II.46, Suspension and Termination. HUD may take enforcement action under 2 CFR §200.339, as applicable.

44. Scope of Work

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work outlined in the Grantee's original/revised application under this NOFO as well as the subsequent statement of work, work plan, and benchmark schedule.

45. Substantial Involvement

45.1. Anticipated substantial involvement by HUD staff for cooperative agreements may include but will not be limited to:

a. Review and suggestion of amendments to the program design, including: selection of, and guidance in the use of, partners to encourage awareness of the program and enrollment in it by eligible families and contractors; techniques for addressing needs of older adults in urbanized areas and in rural communities; planning for and implementing collection and analysis of data on the benefits, if any, of the program for the older adults served by the program; collaboration with HUD's Office of Policy Development and Research (PD&R) on that Office's evaluation of the impact of the OAHMP, and any other HUD research on the program, in accordance with section III.F.22, Cooperation with Related Research and Evaluation.
b. Review and provision of recommendations in response to quarterly progress reports and other information provided by the Grantee or otherwise obtained by HUD, such as recommending amendments to the Grantee's program design and/or implementation based on preliminary results.
c. Review and provision of technical recommendations on the interim and final reports on the benefits, if any, of the program for the older adults.

46. Special Conditions

Special conditions to this award are listed on the HUD-1044 Continuation Sheets.

47. Suspension and Termination

47.1. The GO may, on reasonable notice to the Grantee temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award, or if an award no longer effectuates the program goals or agency priorities. The award may be terminated for convenience when both parties agree that the continuation of the award would

not produce beneficial results. Action will be taken in accordance with 2 CFR §200.339 – §200.343.

47.2. Effects of Suspension and Termination - Costs of the Grantee or subgrantee resulting from obligations incurred by the Grantee or subgrantee during a suspension or after the termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination. Other Grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

a. The costs result from financial obligations which were properly incurred by the Grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it; and
b. The costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

47.3. Relationship to Debarment and Suspension - The enforcement remedies identified in this section, including suspension and termination, do not preclude the Grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Orders 12549 and 12689, 2 CFR Part 180 as outlined in CFR §200.339.

APPENDIX - LIST OF ACTIONS DUE

Action	Due Date (deliverables may be provided earlier)
Work plan, written policies and procedures, benchmarks, and revised budget with a breakdown of the match	60 days after the effective date of grant

Request for release of funds and certification	60 days after the effective date
Institutional Review Board approval (if applicable)/approval of request for release of funds and certification	120 days after the effective date
Grant work/deliverables	As per benchmarks following Institutional Review Board approval and/or approval of request for release of funds and certification
Quarterly progress reports with a separate attached document illustrating match status and a current SF-425	30 days after the quarter ends, i.e., January 30, April 30, July 30, October 30
FFATA sub-award reporting system	By the end of the month following the month in which the Grantee awards a subaward greater than or equal to $30,000
Economic opportunities for low- and very low-income persons (Section 3)	Within 30 days of the end of the Grantee fiscal year-end
Race and ethnic data reporting	January 10 annually
Annual single audit	Annually base on the Grantee's fiscal year
Deliverables	In accordance with the benchmark schedule
The 90-day letter confirms all elements outlined in the grant have been met	This will be sent to the Grantee by the GO 90 days prior to the period of performance end date.
Final Reports (programmatic and final SF-425) (See section II.9)	120 days after the end of the period of performance

City of Muscatine

ITEM NUMBER 2023-0559

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Amending the Non-Union Pay Plan to add two staff positions fully funded through the Lead Hazard Reduction and Healthy Homes Grant

EXECUTIVE SUMMARY

The positions of Intake/Recruitment Specialist and Lead Reduction Program Manager are being added to the Non-Union pay plan to provide an appropriate pay grade for these new roles. These positions are being funded through the Lead Hazard Reduction Grant.

STAFF RECOMMENDATION

Staff recommends adoption of this resolution, assuming approval of the grant was previously approved by the City Council.

BACKGROUND/DISCUSSION

The positions of Intake/Recruitment Specialist and Lead Reduction Program Manager are being added to the Non-Union pay plan to provide an appropriate pay grade for these new roles. These positions are being funded through the Lead Hazard Reduction Grant, which was recently awarded to the Community Development Department.

CITY FINANCIAL IMPACT

There is no cost to the City for these positions. The wages and benefits will be funded by the grant.

ATTACHMENTS

1. RESOLUTION pay plan Nov2023

RESOLUTION NO.2023-0559

A RESOLUTION APPROVING AN AMDENDMENT TO THE OFFICIAL PAY PLAN FOR NON-UNION EMPLOYEES OF THE CITY OF MUSCATINE, IOWA EFFECTIVE November 17, 2023

WHEREAS, the City Council of the City of Muscatine, Iowa adopts by resolution the official pay plan for non-union employees of the City, and;

WHEREAS, all revisions made to such plans must receive approval of the City Council;

WHEREAS, funding for these positions will be received through the Lead Hazard Reduction Grant

NOW, THERFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that the following revisions be approved and implemented as follows:

The non-union pay plan shall be revised to add the position of Intake/Recruitment Specialist to Pay Grade 3 and the position of Lead Reduction Program Manager to Pay Grade 4

PASSED, APPROVED, AND ADOPTED this 16th day of November, 2023.

_____
Mayor Bradley Bark

ATTEST:

_____
Carol Webb, City Administrator

City of Muscatine

ITEM NUMBER 2023-0560

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Request to Approve Annual Urban Renewal Report for Fiscal Year 2022/2023

EXECUTIVE SUMMARY

The State legislature requires local governments to complete and submit an annual report showing all activity in each of their urban renewal areas during the preceding fiscal year. The Iowa Department of Management developed an on-line reporting system to facilitate completion and submission of this information. The report is attached to this agenda item and includes the updated information for fiscal year 2022/2023. For fiscal year 2022/2023 the City paid a total of $1,372,145 in TIF rebates to eleven (11) businesses, made $357,000 in debt payments on TIF funded general obligation bonds, and repaid $752,400 on internal advances. These total to $2,481,545 in TIF expenditures for the year.

STAFF RECOMMENDATION

The City Council is requested to approve this report and authorize its submission to the State.

BACKGROUND/DISCUSSION

The City of Muscatine had fourteen (14) active urban renewal (UR) areas in 2022/2023 including (1) Downtown, (2) Downtown SECO, (3) Southend, (4) Highway 38 Northeast including the amended Harrison/Colorado Street area, (5) the Heinz Industrial area, (6) the Fridley Theaters area, (7) the Iowa Reinvestment District area, (8) the North University area, (9) the WDS (White Distribution) area, (10) the Oak Park area, (11) the Arbor Commons area, (12) the Hershey Building area, (13) the Colorado Senior Lofts area, and (14) the Steamboat Apartments area. For each of these areas, the reporting system required the City's Urban Renewal Plan including amendments, urban renewal area map, and TIF ordinance to be uploaded into the system. For each of the UR areas, each project (public improvement, development agreement, internal loan, etc.) was required to be listed and all debt (including rebates, internal loans, and bond issues) were also entered into the system. Information was also required for each TIF rebate agreement – the date of the agreement, date of last required payment, and estimated balance remaining on the agreement including the current year amounts.

For fiscal year 2022/2023, the City paid a total of $1,372,145 in TIF rebates to eleven (11) businesses. Debt payments on TIF general obligation bonds totaled $357,000. Payments on internal advances for administrative costs, the grant to the Chamber (GMCCI), the small business forgivable loan programs, and preliminary design for the Riverfront Amphitheater project totaled $752,400. TIF tax revenues for the year totaled $2,329,447. The ending fund balances for each of the UR tax increment funds totaled $523,334 and the computed net TIF debt outstanding as of June 30, 2023 totaled to $19,347,310. This computed debt includes the balances remaining on TIF rebate agreements and principal and interest on TIF-related debt. Per the instructions for this report, the TIF debt outstanding includes the full amount of the TIF rebates, including those that are subject to annual appropriation.

CITY FINANCIAL IMPACT

None.

ATTACHMENTS

1. TIF-70G653-2021_11-09-2023

Levy Authority Summary

Local Government Name: MUSCATINE
Local Government Number: 70G653

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MUSCATINE CITY DOWNTOWN URBAN RENEWAL	70001	1
MUSCATINE CITY SECO URBAN RENEWAL	70002	1
MUSCATINE CITY NORTHEAST URBAN RENEWAL	70005	3
MUSCATINE CITY SOUTHEND URBAN RENEWAL	70006	11
MUSCATINE MALL URBAN RENEWAL	70012	1
MUSCATINE CITY NORTHEAST CEDAR DEVELOPMENT URBAN RENEWAL	70013	0
MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL	70014	1
MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL	70016	1
MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL	70018	1
MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL	70019	1
MUSCATINE CITY WHITE DIST URBAN RENEWAL	70020	1
MUSCATINE CITY OAK PARK URBAN RENEWAL AREA	70021	1
MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL	70022	1
MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL	70023	1
MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL	70024	1
MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA	70025	1

TIF Debt Outstanding:	**22,352,190**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**645,139**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	2,329,447
TIF Sp. Revenue Fund Interest:	30,294
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**2,359,741**
Rebate Expenditures:	1,372,145
Non-Rebate Expenditures:	1,109,400
Returned to County Treasurer:	0
Total Expenditures:	**2,481,545**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**523,335**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance:	**19,347,310**

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY DOWNTOWN URBAN RENEWAL
UR Area Number: 70001

UR Area Creation Date: 07/1994

UR Area Purpose: To foster economic development in the downtown area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FD/REV DOWNTOWN UR TIF INCREM	700085	700108	4,847,874

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,112,080	6,104,420	0	0	10,216,500	0	10,216,500
Taxable	0	0	3,700,872	5,493,978	0	0	9,194,850	0	9,194,850
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**9,448**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	216,893
TIF Sp. Revenue Fund Interest:	3,252
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**220,145**

Rebate Expenditures:	0
Non-Rebate Expenditures:	217,464
Returned to County Treasurer:	0
Total Expenditures:	**217,464**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**12,129**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY DOWNTOWN URBAN RENEWAL

Downtown Streetscape Project

Description:	Downtown Sidewalk, Street, and Storm Sewer Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Administrative Expenses

Description:	Payments made to General Fund for Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Chamber Economic Development Grant

Description:	Payments made to GMCCI for Economic Development
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY DOWNTOWN URBAN RENEWAL

Administrative Expenses

Debt/Obligation Type:	Internal Loans
Principal:	174,500
Interest:	0
Total:	174,500
Annual Appropriation?:	No
Date Incurred:	11/04/2021
FY of Last Payment:	2023

Chamber Economic Development Grant

Debt/Obligation Type:	Internal Loans
Principal:	43,000
Interest:	0
Total:	43,000
Annual Appropriation?:	No
Date Incurred:	11/04/2021
FY of Last Payment:	2023

Administrative Expenses

Debt/Obligation Type:	Internal Loans
Principal:	200,700
Interest:	0
Total:	200,700
Annual Appropriation?:	No
Date Incurred:	11/17/2022
FY of Last Payment:	2024

Chamber Economic Development Grant

Debt/Obligation Type:	Internal Loans
Principal:	43,000
Interest:	0
Total:	43,000
Annual Appropriation?:	No
Date Incurred:	11/17/2022
FY of Last Payment:	2024

Non-Rebates For MUSCATINE CITY DOWNTOWN URBAN RENEWAL

TIF Expenditure Amount:	43,000
Tied To Debt:	Administrative Expenses
Tied To Project:	Administrative Expenses

TIF Expenditure Amount:	174,464
Tied To Debt:	Administrative Expenses
Tied To Project:	Chamber Economic Development Grant

A prorated portion of the projects/debt in the Downtown TIF is funded from the SECO UR area.

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Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY DOWNTOWN URBAN RENEWAL (70001)
TIF Taxing District Name: MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FD/REV DOWNTOWN UR TIF INCREM
TIF Taxing District Inc. Number: 700108

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,112,080	6,104,420	0	0	10,216,500	0	10,216,500
Taxable	0	0	3,700,872	5,493,978	0	0	9,194,850	0	9,194,850
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,472,270	8,744,230	4,847,874	3,896,356	123,384

FY 2023 TIF Revenue Received: 216,893

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SECO URBAN RENEWAL
UR Area Number: 70002

UR Area Creation Date: 12/1971

UR Area Purpose: To foster the redevelopment of this blighted, deteriorated, and deteriorating area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FIRE/SECO UR TIF INCREM	700059	700097	2,001,452

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,011,210	0	0	0	4,011,210	0	4,011,210
Taxable	0	0	3,610,089	0	0	0	3,610,089	0	3,610,089
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

The projects and debt in the Downtown Urban Renewal area include those funded from the SECO UR area.

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Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SECO URBAN RENEWAL (70002)
TIF Taxing District Name: MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FIRE/SECO UR TIF INCREM
TIF Taxing District Inc. Number: 700097

TIF Taxing District Base Year: 1973
FY TIF Revenue First Received: 1981
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	12/1971
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,011,210	0	0	0	4,011,210	0	4,011,210
Taxable	0	0	3,610,089	0	0	0	3,610,089	0	3,610,089
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	270,710	3,610,089	2,001,452	1,608,637	50,940

FY 2023 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTHEAST URBAN RENEWAL
UR Area Number: 70005

UR Area Creation Date: 10/1996

UR Area Purpose: To foster industrial development in original area and other economic development in expanded area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 10 UR TIF INCREM	700183	700184	456,622
MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 12 UR TIF INCREM	700193	700194	0
MUSCATINE CITY/MUSC SCH/MUSC FIRE/NE UR HARRISON INCREM	700212	700213	1,133,682

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,950,720	0	0	0	5,291,400	0	5,291,400
Taxable	0	0	3,555,648	0	0	0	4,410,332	0	4,410,332
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**17,043**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	50,360		
TIF Sp. Revenue Fund Interest:	587		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**50,947**		
Rebate Expenditures:	48,206		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**48,206**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**19,784**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY NORTHEAST URBAN RENEWAL

Villas at MCC LLC Dev Agreement

Description:	Payments to Villas at MCC LLC
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Harrison Lofts Dev Agreement

Description:	Payments to Harrison Lofts
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY NORTHEAST URBAN RENEWAL

Villas at MCC LLC Rebate

Debt/Obligation Type:	Rebates
Principal:	13,532
Interest:	0
Total:	13,532
Annual Appropriation?:	No
Date Incurred:	01/20/2011
FY of Last Payment:	2023

Harrison Lofts Rebate

Debt/Obligation Type:	Rebates
Principal:	581,251
Interest:	0
Total:	581,251
Annual Appropriation?:	Yes
Date Incurred:	10/20/2016
FY of Last Payment:	2034

Rebates For MUSCATINE CITY NORTHEAST URBAN RENEWAL

MCC Owned Property off Colorado Street

TIF Expenditure Amount:	13,532
Rebate Paid To:	The Villas at MCC LLC
Tied To Debt:	Villas at MCC LLC Rebate
Tied To Project:	Villas at MCC LLC Dev Agreement
Projected Final FY of Rebate:	2023

1716 Bandag Drive

TIF Expenditure Amount:	34,674
Rebate Paid To:	Harrison Lofts, LLC
Tied To Debt:	Harrison Lofts Rebate
Tied To Project:	Harrison Lofts Dev Agreement
Projected Final FY of Rebate:	2034

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTHEAST URBAN RENEWAL (70005)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 10 UR TIF INCREM
TIF Taxing District Inc. Number: 700184
TIF Taxing District Base Year: 2011
FY TIF Revenue First Received: 2014
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2033

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2010

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,213,800	0	0	0	3,554,480	0	3,554,480
Taxable	0	0	1,992,420	0	0	0	2,847,104	0	2,847,104
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,218,850	2,335,630	456,622	1,879,008	59,501

FY 2023 TIF Revenue Received: 14,460

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTHEAST URBAN RENEWAL (70005)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/NORTHEAST 12 UR TIF INCREM
TIF Taxing District Inc. Number: 700194
TIF Taxing District Base Year: 2012
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	9,433,280	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTHEAST URBAN RENEWAL (70005)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/NE UR HARRISON INCREM
TIF Taxing District Inc. Number: 700213

TIF Taxing District Base Year: 2015
FY TIF Revenue First Received: 2020
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,736,920	0	0	0	1,736,920	0	1,736,920
Taxable	0	0	1,563,228	0	0	0	1,563,228	0	1,563,228
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	114,740	1,563,228	1,133,682	429,546	13,602

FY 2023 TIF Revenue Received: 35,900

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL
UR Area Number: 70006

UR Area Creation Date: 07/1994

UR Area Purpose: To foster economic development in this urban renewal area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SOUTH END UR TIF INCREM	700078	700094	13,574,545
MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FD/REV SOUTH END TIF INCREM	700079	700109	118,690
MUSCATINE CITY/LOUISA-MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM	700134	700135	5,019,691
MUSCATINE CITY AG/LOUISA-MUSCATINE SCH/MUSCATINE FIRE/SE UR 03 TIF INCREM	700136	700137	87,886
MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FIRE/REV SE 03 UR TIF INCREM	700138	700139	272,085
MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM	700140	700141	3,536,771
MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE W-VIEW UR TIF INCREM	700191	700192	10,014,187
MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE WAL-VIEW II INCREM	700214	700215	5,731,390
MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE UNION TANK INCREM	700216	700217	0
MUSCATINE CITY/MUSC SCH/MUSC FIRE/GRANDVIEW SR LOFTS UR INCREM	700243	700244	0
MUSCATINE CITY/MUSC SCH/MUSC FIRE/MUSCO SPORTS LIGHTING UR INCREM	700245	700246	1,669,031

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,467,140	38,178,720	59,458,351	34,371,237	0	-62,968	135,846,952	0	135,846,952
Taxable	1,306,356	20,666,211	53,512,516	30,934,113	0	-62,968	107,908,204	0	107,908,204
Homestead Credits									204

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**477,116**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	1,259,009		
TIF Sp. Revenue Fund Interest:	21,472		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**1,280,481**		
Rebate Expenditures:	540,888		
Non-Rebate Expenditures:	887,000		
Returned to County Treasurer:	0		
Total Expenditures:	**1,427,888**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**329,709**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY SOUTHEND URBAN RENEWAL

Wal-View Developments Dev. Agreement

Description:	Payments to Wal-View Developments
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Administrative Expenses

Description:	Payments to General Fund for Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Chamber Economic Development Grant

Description:	Payments to GMCCI for Economic Development
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Small Business Forgivable Loan Program

Description:	Annual Allocations for Small Business Forgivable Loan Program
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Wal-View Developments Development Agreement Project #2

Description:	Payments to Wal-View Developments Proj #2
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Code Compliance - Small Bus Forgivable Loan

Description:	Annual Alloc for Code Compliance Loan Program
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Dilapidated Bldg Rehab Forgivable Loan

Description:	Forgivable Loan for 500 Mulberry Rehab
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

2nd Street Streetscaping

Description:	Street and Sidewalk Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes

Payments Complete:	No

Musco Sports Lighting Project #2

Description:	Payments to Musco Sports Lighting
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Riverfront Masterplan Project

Description:	Riverfront Amphitheater Project
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Grandview Senior Lofts

Description:	Grandview Senior Lofts
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Facade Improvements - Small Business Forgivable Loan

Description:	Annual Alloc for Facade Imp Loan Program
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Forgivable Loan Program

Description:	Grandview Avenue Businesses
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Love's Travel Stop

Description:	Payments to Love's Travel Stop
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

City Wayfinding Program

Description:	City Wayfinding Program
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY SOUTHEND URBAN RENEWAL

Wal-View Developments Rebate

Debt/Obligation Type:	Rebates
Principal:	1,257,986
Interest:	0
Total:	1,257,986
Annual Appropriation?:	Yes
Date Incurred:	06/30/2013
FY of Last Payment:	2025

Wal-View Developments #2 Rebate

Debt/Obligation Type:	Rebates
Principal:	810,275
Interest:	0
Total:	810,275
Annual Appropriation?:	Yes
Date Incurred:	12/18/2014
FY of Last Payment:	2027

TIF Funded Portion of May 7, 2020 Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,600,000
Interest:	239,300
Total:	2,839,300
Annual Appropriation?:	No
Date Incurred:	05/07/2020
FY of Last Payment:	2030

Musco Sports Lighting Project #2

Debt/Obligation Type:	Rebates
Principal:	515,000
Interest:	0
Total:	515,000
Annual Appropriation?:	Yes
Date Incurred:	11/21/2019
FY of Last Payment:	2032

Grandview Senior Lofts

Debt/Obligation Type:	Rebates
Principal:	460,000
Interest:	0
Total:	460,000
Annual Appropriation?:	Yes
Date Incurred:	02/04/2021
FY of Last Payment:	2034

Small Business Forgivable Loan Program

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0

Total:	100,000
Annual Appropriation?:	No
Date Incurred:	11/03/2022
FY of Last Payment:	2023

Forgivable Loan Code Compliance Program

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	No
Date Incurred:	11/03/2022
FY of Last Payment:	2023

Forgivable Loan Downtown Facade Program

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	11/03/2023
FY of Last Payment:	2023

Forgivable Loan - Grandview Ave Businesses

Debt/Obligation Type:	Internal Loans
Principal:	130,000
Interest:	0
Total:	130,000
Annual Appropriation?:	No
Date Incurred:	01/20/2022
FY of Last Payment:	2023

Small Business Forgivable Loan Program

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	11/02/2023
FY of Last Payment:	2024

Forgivable Loan Code Compliance Program

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	No
Date Incurred:	11/02/2023
FY of Last Payment:	2024

Forgivable Loan Downtown Facade Program

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000

Annual Appropriation?:	No
Date Incurred:	11/02/2023
FY of Last Payment:	2024

Riverfront Amphitheater

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	Yes
Date Incurred:	11/17/2022
FY of Last Payment:	2023

Love's Travel Stop

Debt/Obligation Type:	Rebates
Principal:	1,130,000
Interest:	0
Total:	1,130,000
Annual Appropriation?:	Yes
Date Incurred:	06/09/2022
FY of Last Payment:	2045

Non-Rebates For MUSCATINE CITY SOUTHEND URBAN RENEWAL

TIF Expenditure Amount:	100,000
Tied To Debt:	Small Business Forgivable Loan Program
Tied To Project:	Small Business Forgivable Loan Program
TIF Expenditure Amount:	50,000
Tied To Debt:	Forgivable Loan Code Compliance Program
Tied To Project:	Code Compliance - Small Bus Forgivable Loan
TIF Expenditure Amount:	100,000
Tied To Debt:	Forgivable Loan Downtown Facade Program
Tied To Project:	Facade Improvements - Small Business Forgivable Loan
TIF Expenditure Amount:	357,000
Tied To Debt:	TIF Funded Portion of May 7, 2020 Bond Issue
Tied To Project:	2nd Street Streetscaping
TIF Expenditure Amount:	0
Tied To Debt:	Grandview Senior Lofts
Tied To Project:	Grandview Senior Lofts
TIF Expenditure Amount:	130,000
Tied To Debt:	Forgivable Loan - Grandview Ave Businesses
Tied To Project:	Forgivable Loan Program
TIF Expenditure Amount:	150,000
Tied To Debt:	Riverfront Amphitheater
Tied To Project:	Riverfront Masterplan Project

Rebates For MUSCATINE CITY SOUTHEND URBAN RENEWAL

4815 55th Ave West

TIF Expenditure Amount:	312,959
Rebate Paid To:	Wal-View Developments
Tied To Debt:	Wal-View Developments Rebate
Tied To Project:	Wal-View Developments Dev. Agreement
Projected Final FY of Rebate:	2025

5101 Sevig Street

TIF Expenditure Amount:	179,220
Rebate Paid To:	Wal-View Developments
Tied To Debt:	Wal-View Developments #2 Rebate
Tied To Project:	Wal-View Developments Development Agreement Project #2
Projected Final FY of Rebate:	2027

21074 Stewart Road

TIF Expenditure Amount:	48,709
Rebate Paid To:	Musco Sports Lighting, LLC
Tied To Debt:	Musco Sports Lighting Project #2
Tied To Project:	Musco Sports Lighting Project #2
Projected Final FY of Rebate:	2032

Jobs For MUSCATINE CITY SOUTHEND URBAN RENEWAL

Project:	Wal-View Developments Dev. Agreement
Company Name:	Wal-View Developments Limited Company/GSTC Logistics
Date Agreement Began:	06/20/2013
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	750,000
Total Estimated Private Capital Investment:	18,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Wal-View Developments Development Agreement Project #2
Company Name:	Wal-View Developments Limited Company/GSTC Logistics
Date Agreement Began:	12/18/2014
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	12
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0

The 2004 TIF Revenue debt is tied to both the Airport Terminal Building and the Southend Water Extension projects.

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Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SOUTH END UR TIF INCREM
TIF Taxing District Inc. Number: 700094

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,244,070	13,031,321	8,023,797	0	-11,112	30,621,618	0	30,621,618
Taxable	0	3,921,235	11,728,189	7,221,417	0	-11,112	24,347,362	0	24,347,362
Homestead Credits									48

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	13,335,732	17,296,998	13,574,545	3,722,453	117,877

FY 2023 TIF Revenue Received: 430,304

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FD/REV SOUTH END TIF INCREM
TIF Taxing District Inc. Number: 700109

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	365,220	0	0	0	0	0	365,220	0	365,220
Taxable	325,196	0	0	0	0	0	325,196	0	325,196
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	132,745	232,475	118,690	113,785	2,378

FY 2023 TIF Revenue Received: 4,261

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/LOUISA-MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM
TIF Taxing District Inc. Number: 700135

TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	23,436,860	7,659,210	7,633,110	0	-44,448	38,684,732	0	38,684,732
Taxable	0	12,686,404	6,893,289	6,869,799	0	-44,448	26,405,044	0	26,405,044
Homestead Credits									126

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	28,896,825	9,832,355	5,019,691	4,812,664	149,272

FY 2023 TIF Revenue Received: 155,695

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY AG/LOUISA-MUSCATINE SCH/MUSCATINE FIRE/SE UR 03 TIF INCREM
TIF Taxing District Inc. Number: 700137

TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	270,120	0	0	0	0	0	270,120	0	270,120
Taxable	240,519	0	0	0	0	0	240,519	0	240,519
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	98,025	172,095	87,886	84,209	1,705

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY AG/MUSCATINE SCH/MUSCATINE FIRE/REV SE 03 UR TIF INCREM
TIF Taxing District Inc. Number: 700139

TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	831,800	0	0	0	0	0	831,800	0	831,800
Taxable	740,641	0	0	0	0	0	740,641	0	740,641
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	298,840	532,960	272,085	260,875	5,452

FY 2023 TIF Revenue Received: 5,686

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE/REV SE UR 03 TIF INCREM
TIF Taxing District Inc. Number: 700141

TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,497,790	5,786,230	8,550,700	0	-7,408	21,928,242	0	21,928,242
Taxable	0	4,058,572	5,207,607	7,695,630	0	-7,408	17,018,744	0	17,018,744
Homestead Credits									30

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	15,008,020	6,927,630	3,536,771	3,390,859	107,376

FY 2023 TIF Revenue Received: 111,997

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE W-VIEW UR TIF INCREM
TIF Taxing District Inc. Number: 700192

TIF Taxing District Base Year: 2013
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	22,159,300	0	0	0	22,159,300	0	22,159,300
Taxable	0	0	19,943,370	0	0	0	19,943,370	0	19,943,370
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	161,040	19,943,370	10,014,187	9,929,183	314,422

FY 2023 TIF Revenue Received: 316,719

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE WAL-VIEW II INCREM
TIF Taxing District Inc. Number: 700215

TIF Taxing District Base Year: 2015
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,822,290	0	0	0	10,822,290	0	10,822,290
Taxable	0	0	9,740,061	0	0	0	9,740,061	0	9,740,061
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	310,200	9,740,061	5,731,390	4,008,671	126,940

FY 2023 TIF Revenue Received: 181,492

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/REV SE UNION TANK INCREM
TIF Taxing District Inc. Number: 700217

TIF Taxing District Base Year: 2015
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	2,745,870	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/GRANDVIEW SR LOFTS UR INCREM
TIF Taxing District Inc. Number: 700244

TIF Taxing District Base Year: 2020
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	115,520	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY SOUTHEND URBAN RENEWAL (70006)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/MUSCO SPORTS LIGHTING UR INCREM
TIF Taxing District Inc. Number: 700246

TIF Taxing District Base Year: 2020
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	10,163,630	0	0	10,163,630	0	10,163,630
Taxable	0	0	0	9,147,267	0	0	9,147,267	0	9,147,267
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	6,713,470	3,450,160	1,669,031	1,781,129	56,402

FY 2023 TIF Revenue Received: 52,855

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE MALL URBAN RENEWAL
UR Area Number: 70012

UR Area Creation Date: 12/2006

UR Area Purpose: To provide assistance to the owner of the Muscatine Mall to undertake the development, renovation, and improvement of the Mall and adjacent commercial outlots.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE MUSC MALL UR TIF INCREM	700155	700156	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Due to a change in ownership of the Muscatine Mall, the City reached an agreement with the former owners to terminate the agreement. The FY 17 payment was the final payment on this rebate agreement. This TIF fund was closed out in FY 19.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE MALL URBAN RENEWAL (70012)
TIF Taxing District Name: MUSCATINE CITY/MUSCATINE SCH/MUSC FIRE MUSC MALL UR TIF INCREM
TIF Taxing District Inc. Number: 700156
TIF Taxing District Base Year: 2007
FY TIF Revenue First Received: 2010
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2029

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2006

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	9,216,520	0	0	0	0

FY 2023 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTHEAST CEDAR DEVELOPMENT URBAN RENEWAL
UR Area Number: 70013

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**66,370**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	1,790		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**1,790**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**68,160**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL
UR Area Number: 70014

UR Area Creation Date: 01/2010

UR Area Purpose: To foster industrial development and job retention in this area in accordance with local community objectives.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/HEINZ 2014 UR TIF INCREM	700189	700190	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**4,895**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	41		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**41**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	4,936		
Returned to County Treasurer:	0		
Total Expenditures:	**4,936**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

H.J. Heinz Dev Agreement 2-20-14

Description:	Payments to H.J. Heinz
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Administrative Expenses

Description:	Payments to GEneral Fund for Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

H.J. Heinz Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	02/20/2014
FY of Last Payment:	2021

Administrative Expenses

Debt/Obligation Type:	Internal Loans
Principal:	4,900
Interest:	0
Total:	4,900
Annual Appropriation?:	No
Date Incurred:	11/04/2021
FY of Last Payment:	2023

Non-Rebates For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

TIF Expenditure Amount:	4,936
Tied To Debt:	Administrative Expenses
Tied To Project:	Administrative Expenses

Rebates For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

Heinz Plant 1357 Isett Avenue

TIF Expenditure Amount:	0
Rebate Paid To:	H,J. Heinz Company LP
Tied To Debt:	H.J. Heinz Rebate
Tied To Project:	H.J. Heinz Dev Agreement 2-20-14
Projected Final FY of Rebate:	2021

Jobs For MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL

Project:	H.J. Heinz Dev Agreement 2-20-14
Company Name:	H.J. Heinz L.P.
Date Agreement Began:	02/20/2014
Date Agreement Ends:	06/30/2021
Number of Jobs Created or Retained:	106
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	24,000,000
Total Estimated Cost of Public Infrastructure:	0

The 5th and final payment on this TIF agreement was made in FY 2021.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY HEINZ INDUSTRIAL URBAN RENEWAL (70014)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/HEINZ 2014 UR TIF INCREM
TIF Taxing District Inc. Number: 700190
TIF Taxing District Base Year: 2014
FY TIF Revenue First Received: 2017
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2036

	UR Designation
Slum	No
Blighted	No
Economic Development	02/2014

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	9,843,960	0	0	0	0

FY 2023 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL
UR Area Number: 70016

UR Area Creation Date: 04/2012

UR Area Purpose: To provide economic development assistance to develop this area including new public infrastructure to support commercial development. The Fridley Theaters Inc. Project will add diversity and generate new opportunities and benefits by creating new jobs.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/FRIDLEY UR INCREM	700185	700186	2,141,398

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,998,880	0	0	0	2,998,880	0	2,998,880
Taxable	0	0	2,698,992	0	0	0	2,698,992	0	2,698,992
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**45,761**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	67,812		
TIF Sp. Revenue Fund Interest:	1,405		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**69,217**		
Rebate Expenditures:	59,948		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**59,948**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**55,030**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

Fridley Theaters Dev Agreement

Description:	Payments to R.L. Fridley Theaters Inc.
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

R.L. Fridley Theaters Inc. Rebate

Debt/Obligation Type:	Rebates
Principal:	1,037,951
Interest:	0
Total:	1,037,951
Annual Appropriation?:	No
Date Incurred:	06/21/2012
FY of Last Payment:	2030

R.L. Fridley Theaters Inc. Outlot Rebate

Debt/Obligation Type:	Rebates
Principal:	1,500,000
Interest:	0
Total:	1,500,000
Annual Appropriation?:	Yes
Date Incurred:	11/17/2022
FY of Last Payment:	2035

Rebates For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

3611 Palms Driver

TIF Expenditure Amount:	59,948
Rebate Paid To:	R.L. Fridley Theaters Inc.
Tied To Debt:	R.L. Fridley Theaters Inc. Rebate
Tied To Project:	Fridley Theaters Dev Agreement
Projected Final FY of Rebate:	2030

Jobs For MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL

Project:	Fridley Theaters Dev Agreement
Company Name:	R.L. Fridley Theatres, Inc. and Fridley Properties, LLC
Date Agreement Began:	06/21/2012
Date Agreement Ends:	06/30/2030
Number of Jobs Created or Retained:	20
Total Annual Wages of Required Jobs:	175,000
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	1,553,228

FY 2022/2023 was the 8th year of the 15 year rebate period for Fridley Theaters.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY FRIDLEY THEATRES URBAN RENEWAL (70016)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/FRIDLEY UR INCREM
TIF Taxing District Inc. Number: 700186
TIF Taxing District Base Year: 2011
FY TIF Revenue First Received: 2015
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2034

	UR Designation
Slum	No
Blighted	No
Economic Development	06/2012

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,998,880	0	0	0	2,998,880	0	2,998,880
Taxable	0	0	2,698,992	0	0	0	2,698,992	0	2,698,992
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	148,920	2,698,992	2,141,398	557,594	17,657

FY 2023 TIF Revenue Received: 67,812

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL
UR Area Number: 70018

UR Area Creation Date: 12/2014

UR Area Purpose: To provide economic development assistance to develop a new downtown hotel and conference center. The Hotel project will add diversity and generate new opportunities and benefits for Muscatine and Iowa economies including creating new jobs.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/RIVERVIEW HOTEL UR TIF INCREM	700198	700199	15,819,560

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,827,900	16,628,452	0	0	-3,704	19,690,576	0	19,690,576
Taxable	0	1,530,745	14,965,608	0	0	-3,704	16,644,329	0	16,644,329
Homestead Credits									4

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**1,289**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	500,947		
TIF Sp. Revenue Fund Interest:	267		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**501,214**		
Rebate Expenditures:	500,947		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**500,947**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**1,556**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL

Riverview Hotel Development Project

Description:	Hotel and Conference Facility
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL

Riverview Hotel Development Agreement

Debt/Obligation Type:	Rebates
Principal:	4,248,834
Interest:	0
Total:	4,248,834
Annual Appropriation?:	Yes
Date Incurred:	12/18/2014
FY of Last Payment:	2038

Rebates For MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL

119 W. Mississippi Drive

TIF Expenditure Amount:	500,947
Rebate Paid To:	Riverview Hotel Development
Tied To Debt:	Riverview Hotel Development Agreement
Tied To Project:	Riverview Hotel Development Project
Projected Final FY of Rebate:	2039

Jobs For MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL

	Riverview Hotel Development
Project:	Project
Company Name:	Riverview Hotel Development
Date Agreement Began:	12/18/2014
Date Agreement Ends:	06/01/2038
Number of Jobs Created or Retained:	70
Total Annual Wages of Required Jobs:	1,888,000
Total Estimated Private Capital Investment:	41,000,000
Total Estimated Cost of Public Infrastructure:	0

FY 2022/2023 rebate is the 4th rebate year under this 20-year agreement.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY RIVERVIEW REINVESTMENT DISTRICT URBAN RENEWAL (70018)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/RIVERVIEW HOTEL UR TIF INCREM
TIF Taxing District Inc. Number: 700199
TIF Taxing District Base Year: 2014
FY TIF Revenue First Received: 2020
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2014

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,827,900	16,628,452	0	0	-3,704	19,690,576	0	19,690,576
Taxable	0	1,530,745	14,965,608	0	0	-3,704	16,644,329	0	16,644,329
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	3,874,720	15,819,560	15,819,560	0	0

FY 2023 TIF Revenue Received: 500,947

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL
UR Area Number: 70019

UR Area Creation Date: 12/2014

UR Area Purpose: Economic development assistance in the form of tax increment rebate payments to the HNI Corporation to assist in the expansion of their facilities in this area.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/HNI UR INCREM	700222	700223	2,519,292

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	16,986,010	0	0	16,986,010	0	16,986,010
Taxable	0	0	0	15,287,409	0	0	15,287,409	0	15,287,409
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**11,281**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	79,777
TIF Sp. Revenue Fund Interest:	473
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**80,250**
Rebate Expenditures:	76,376
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**76,376**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**15,155**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL

HNI Development Agreement

Description:	Payments to HNI Corporation
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL

HNI Corp Rebate Payments

Debt/Obligation Type:	Rebates
Principal:	3,590,261
Interest:	0
Total:	3,590,261
Annual Appropriation?:	Yes
Date Incurred:	02/09/2017
FY of Last Payment:	2029

Rebates For MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL

505 Ford Avenue

TIF Expenditure Amount:	76,376
Rebate Paid To:	HNI Corporation
Tied To Debt:	HNI Corp Rebate Payments
Tied To Project:	HNI Development Agreement
Projected Final FY of Rebate:	2029

The project went on the tax rolls as of 1-1-18 with the first rebate payment in FY 2019/2020. The agreement provides for a 50% rebate for a 10-year period to a maximum of $3,811,000.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY NORTH UNIVERSITY URBAN RENEWAL (70019)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/HNI UR INCREM
TIF Taxing District Inc. Number: 700223
TIF Taxing District Base Year: 2016
FY TIF Revenue First Received: 2020
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	02/2017

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	16,986,010	0	0	16,986,010	0	16,986,010
Taxable	0	0	0	15,287,409	0	0	15,287,409	0	15,287,409
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	11,595,210	5,390,800	2,519,292	2,871,508	90,930

FY 2023 TIF Revenue Received: 79,777

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY WHITE DIST URBAN RENEWAL
UR Area Number: 70020

UR Area Creation Date: 03/2018

UR Area Purpose: Economic development assistance in the form of tax increment rebate payments to White Distribution and Supply LLC (WDS) to assist in the expansion of their facilities in Muscatine.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/WHITE DIST UR INCREM	700224	700225	1,700,522

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	6,624,220	0	0	0	6,624,220	0	6,624,220
Taxable	0	0	5,961,798	0	0	0	5,961,798	0	5,961,798
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**8,933**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	53,849		
TIF Sp. Revenue Fund Interest:	410		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**54,259**		
Rebate Expenditures:	50,145		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**50,145**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**13,047**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY WHITE DIST URBAN RENEWAL

White Distribution & Supply Development Agreement

Description:	TIF Rebate Economic Development Payments to WDS
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY WHITE DIST URBAN RENEWAL

White Distribution & Spply Rebate Payments

Debt/Obligation Type:	Rebates
Principal:	346,848
Interest:	0
Total:	346,848
Annual Appropriation?:	Yes
Date Incurred:	03/15/2018
FY of Last Payment:	2030

Rebates For MUSCATINE CITY WHITE DIST URBAN RENEWAL

3702 Park Avenue

TIF Expenditure Amount:	50,145
Rebate Paid To:	White Distributing Supply Inc
Tied To Debt:	White Distribution & Spply Rebate Payments
Tied To Project:	White Distribution & Supply Development Agreement
Projected Final FY of Rebate:	2030

Jobs For MUSCATINE CITY WHITE DIST URBAN RENEWAL

Project:	White Distribution & Supply Development Agreement
Company Name:	White Distribution & Supply LLC
Date Agreement Began:	03/15/2018
Date Agreement Ends:	06/30/2030
Number of Jobs Created or Retained:	15
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	6,000,000
Total Estimated Cost of Public Infrastructure:	0

The White Distribution project went on the tax rolls as of 1-1-19. The first rebate payment was made in in 2020/2021.

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Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY WHITE DIST URBAN RENEWAL (70020)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/WHITE DIST UR INCREM
TIF Taxing District Inc. Number: 700225

TIF Taxing District Base Year: 2018
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	6,624,220	0	0	0	6,624,220	0	6,624,220
Taxable	0	0	5,961,798	0	0	0	5,961,798	0	5,961,798
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	2,941,350	3,682,870	1,700,522	1,982,348	62,774

FY 2023 TIF Revenue Received: 53,849

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY OAK PARK URBAN RENEWAL AREA
UR Area Number: 70021

UR Area Creation Date: 07/2018

UR Area Purpose: To provide economic development assistance to developers of a senior living complex affordable to low and moderate income seniors consisting of 16 triplexes and a clubhouse.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/OAK PARK URB REN TIF INCREM	700229	700230	881,752

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,320,000	0	0	0	1,320,000	0	1,320,000
Taxable	0	0	1,188,000	0	0	0	1,188,000	0	1,188,000
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	27,921
TIF Sp. Revenue Fund Interest:	431
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**28,352**
Rebate Expenditures:	25,108
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**25,108**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**3,244**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY OAK PARK URBAN RENEWAL AREA

TIF Oak Park Inc. and JNB Oak Park LP Development Agreement

Description:	TIF Oak Park and JNB Oak Park Rebate
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY OAK PARK URBAN RENEWAL AREA

TIF Oak Park and JNB Oak Park Development Agreement

Debt/Obligation Type:	Rebates
Principal:	497,445
Interest:	0
Total:	497,445
Annual Appropriation?:	Yes
Date Incurred:	04/04/2019
FY of Last Payment:	2037

Rebates For MUSCATINE CITY OAK PARK URBAN RENEWAL AREA

913 Clubhouse Drive

TIF Expenditure Amount:	25,108
Rebate Paid To:	TIF Oak Park Inc and JNB Oak Park LP
Tied To Debt:	TIF Oak Park and JNB Oak Park Development Agreement
Tied To Project:	TIF Oak Park Inc. and JNB Oak Park LP Development Agreement
Projected Final FY of Rebate:	2037

This development agreement provides for TIF rebates for a 15 year period up to a maximum amount of $497,445. The project completed in FY 2021. First rebate was made in FY 23.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY OAK PARK URBAN RENEWAL AREA (70021)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/OAK PARK URB REN TIF INCREM
TIF Taxing District Inc. Number: 700230

TIF Taxing District Base Year: 2019
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,320,000	0	0	0	1,320,000	0	1,320,000
Taxable	0	0	1,188,000	0	0	0	1,188,000	0	1,188,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	61,440	1,188,000	881,752	306,248	9,698

FY 2023 TIF Revenue Received: 27,921

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL
UR Area Number: 70022

UR Area Creation Date: 11/2018

UR Area Purpose: To provide economic development assistance to the developer of a new residential subdivision to assist in funding costs of the public infrastructure for this subdivision.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/ARBOR COMMONS URB REN TIF INCREM	700231	700232	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL

NPSW Enterprises New Housing Subdivision Development Agreement

Description:	NPSW Rebate for Arbor Commons Public infrastructure
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL

NPSW TIF Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	750,000
Interest:	0
Total:	750,000
Annual Appropriation?:	Yes
Date Incurred:	12/06/2018
FY of Last Payment:	2043

This development agreement provides for a rebate up to the cost of the public infrastructure to a max of $750,000 and that the developer can complete the project in up to 3 phases with each phase having a 10 year rebate period. Max total years is 20.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY ARBOR COMMONS URBAN RENEWAL (70022)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/ARBOR COMMONS URB REN TIF INCREM
TIF Taxing District Inc. Number: 700232

TIF Taxing District Base Year: 2019
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	58,400	0	0	0	0

FY 2023 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL
UR Area Number: 70023

UR Area Creation Date: 04/2019

UR Area Purpose: Economic development assistance and blight alleviation for the redevelopment of the Hershey Building into a mixed use building including multi-residential and/or commercial/retail units to be owned and operated by the developer.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/HERSHEY BLDG URB REN TIF INCREM	700233	700234	2,301,483

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	963,972	0	0	0	3,213,240	0	3,213,240
Taxable	0	0	867,574	0	0	0	2,301,483	0	2,301,483
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**3,003**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	72,879		
TIF Sp. Revenue Fund Interest:	166		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**73,045**		
Rebate Expenditures:	70,527		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**70,527**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**5,521**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL

Bush Development LLC and Hershey Property LLC Development Agreement

Description:	Bush Development and Hershey Property TIf Rebate
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL

Bush Development and Hershey Property TIF Rebate

Debt/Obligation Type:	Rebates
Principal:	607,407
Interest:	0
Total:	607,407
Annual Appropriation?:	Yes
Date Incurred:	05/02/2019
FY of Last Payment:	2031

Rebates For MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL

Hershey Building

TIF Expenditure Amount:	70,527
Rebate Paid To:	Bush Developement and Hershey Property
Tied To Debt:	Bush Development and Hershey Property TIF Rebate
Tied To Project:	Bush Development LLC and Hershey Property LLC Development Agreement
Projected Final FY of Rebate:	2031

The development agreement for this project provides for 10 years of TIF rebates to a maximum of $700,000. The first rebate was made in FY 2021/2022.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY HERSHEY BUILDING URBAN RENEWAL (70023)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/HERSHEY BLDG URB REN TIF INCREM
TIF Taxing District Inc. Number: 700234

TIF Taxing District Base Year: 2019
FY TIF Revenue First Received: 0
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	963,972	0	0	0	3,213,240	0	3,213,240
Taxable	0	0	867,574	0	0	0	2,301,483	0	2,301,483
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	862,460	2,301,483	2,301,483	0	0

FY 2023 TIF Revenue Received: 72,879

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL
UR Area Number: 70024

UR Area Creation Date: 02/2021

UR Area Purpose: To provide economic developemnt assistance to developers of a senior living complex, consisting of 51 units, to low and moderate income seniors.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/COLORADO SR LOFTS UR INCREM	700239	700240	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL

Colorado Senior Lofts

Description:	Colorado Senior Lofts
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL

Colorado Senior Lofts

Debt/Obligation Type:	Rebates
Principal:	460,000
Interest:	0
Total:	460,000
Annual Appropriation?:	Yes
Date Incurred:	02/04/2021
FY of Last Payment:	2034

The development agreement for this project provides for 10 years of TIF rebates to a maximum of $460,000. The first rebate will be made in FY 2024/2025.

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Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY COLORADO SR LOFTS URBAN RENEWAL (70024)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/COLORADO SR LOFTS UR INCREM
TIF Taxing District Inc. Number: 700240

TIF Taxing District Base Year: 2020
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	30,000	0	0	0	0

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA
UR Area Number: 70025

UR Area Creation Date: 02/2021

UR Area Purpose: To provide economic development assistance to developers of an apartment complex affordable to low and moderate income families. Complex will consist of forty-two rental units.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MUSCATINE CITY/MUSC SCH/MUSC FIRE/STEAMBOAT APTS UR INCREM	700241	700242	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**0**

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA

Steamboat Apartments

Description:	Steamboat Apartments
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA

JNB Family 1, LP

Debt/Obligation Type:	Rebates
Principal:	460,000
Interest:	0
Total:	460,000
Annual Appropriation?:	Yes
Date Incurred:	03/18/2021
FY of Last Payment:	2039

Income Housing For MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA

Amount of FY 2023 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0

Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

The development agreement for this project provides for 15 years of TIF rebates to a maximum of $460,000. The first rebate will be made in FY 2024/2025.

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Sum of Private Investment Made Within This Urban Renewal Area during FY 2023

0

TIF Taxing District Data Collection

Local Government Name: MUSCATINE (70G653)
Urban Renewal Area: MUSCATINE CITY STEAMBOAT APTS URBAN RENEWAL AREA (70025)
TIF Taxing District Name: MUSCATINE CITY/MUSC SCH/MUSC FIRE/STEAMBOAT APTS UR INCREM
TIF Taxing District Inc. Number: 700242

TIF Taxing District Base Year: 2020
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	18,310	0	0	0	0

FY 2023 TIF Revenue Received: 0

City of Muscatine

ITEM NUMBER 2023-1769

AGENDA ITEM SUMMARY

DATE: 11/16/2023

STAFF

Melanie Alexander, Art Center Director

SUBJECT

Request to sign the Preservation Easement agreement with the Iowa State Historic Preservation Office for the purpose of preserving the Japanese Garden at the Laura Musser McColm Historic District / Muscatine Art Center following the conditions of the Paul Bruhn Historic Preservation Program grant award for the Japanese Garden,

EXECUTIVE SUMMARY

At the August 19, 2021 meeting of the City Council of the City of Muscatine, staff received authorization to enter into an agreement with the Iowa Department of Cultural Affairs, accepting the historic preservation grant in the amount of $122,402 to implement the Historic Landscape Preservation Plan for the Japanese Garden. One condition of accepting the grant was the requirement to enter into a Preservation Easement agreement.

Four staff members from the Iowa State Historic Preservation Office (SHPO) visited the Japanese Garden on November 6, 2023 to review the historic landscape rehabilitation project in person. The staff members found the implementation of the Historic Landscape Preservation Plan for the Japanese Garden to meet the scope of work and expectations of the project. With the project completed to satisfaction, SHPO staff provided a signed and notarized copy of the Preservation Easement. The easement has been reviewed by the Muscatine City Attorney.

The duration of the easement is 20 years commencing on the date when it is filed with the Muscatine County Recorder. The easement restricts activities that would affect historically significant components of the Japanese Garden and ensures public access to the space.

STAFF RECOMMENDATION

Staff recommends execution of the Preservation Easement agreement with the Iowa State Historic Preservation Office.

BACKGROUND/DISCUSSION

Release of the final payment for reimbursement of expenses incurred will only take place once the easement agreement is signed and filed with Muscatine County Recorder. The overall project goals for implementing the Historic Landscape Preservation Plan have been achieved. These goals included bolstering the garden's integrity by mitigating change while retaining its characteristic slopes, rockwork, circulation, water features, and other features. The process included the development of interpretive materials to educate the local community and visitors about the history of the garden and its importance as one of only a handful of remaining Japanese-style gardens in the Midwest that date to the pre-World War II era. Two interpretive panels are installed at entry points to the garden.

Work in the garden began with an archaeological investigation with the archaeological report being reviewed by SHPO and the National Park Service (NPS). Throughout the project, quarterly reports as well as planning documents were provided for review by SHPO and NPS. In addition to rehabilitating the historic character defining features of the garden, the project addressed concerns related to the garden's use as a public space. The upper-level pathway, for example, meets ADA requirements, and the bridges for passing over the water feature are flush with the sidewalk. Handrails have been installed for ease and safety, but the look of the railing is minimized so as not to take away from the appearance of the historic garden.

The project benefited from pro-bono consulting by Associate Professor Heidi Hohmann with the Landscape Architecture Department at Iowa State University. In addition to preparing the Historic Landscape Preservation Plan, Hohmann has been involved with the project from reviewing the initial grant application and RFPs to providing feedback on planting plans and reviewing the placement of rockwork on the garden's slopes.

The rehabilitation of the Japanese Garden is a significant undertaking for the field of historic landscape preservation in the State of Iowa. Muscatine Art Center staff anticipates that this project will be shared with historic preservation organizations, landscape professionals, the regional museum field, and Master Gardeners.

Several exhibits are attached as part of the easement including a legal description of the property, a written baseline description of the property, a resolution certifying authority to sign for and legally bind the City of Muscatine, a copy of the National Register of Historic Places Nomination Form, and photo documentation of property post completion of the project.

CITY FINANCIAL IMPACT

Between the Paul Bruhn Historic Revitalization Program grant and a grant from the Roy J. Carver Charitable Trust, nearly all of the expenses associated with implementing the Historic Landscape Preservation Plan have been covered. Funds from a bequest and donations from private individuals have also been received.

ATTACHMENTS

1. Easement - Japanese Garden - Signed and Notarized by SHPO - November 6, 2023
2. National Register Nomination Documentation - Supplement to Easement - November 2023
3. Photo Documentation - Supplement to Easement - November 2023

PRESERVATION EASEMENT
For a Historic Preservation Fund Grant to a Historic Subject Property

INTRODUCTION. This conservation Easement ("Easement") is made the 6th day of November 20 23 between _City of Muscatine, as GRANTOR of the Easement (hereafter referred to as the "Grantor"), and the Iowa State Historic Preservation Office, as GRANTEE of the Easement (hereafter referred to as the "Grantee"). This Easement agreement is entered under IA Code § 457A.8 (2022) for the purpose of preserving the Japanese Garden at the Laura Musser McColm Historic District, a site that is important culturally, historically, and/or architecturally.

1. **The Subject Property.** This Easement creates a conservation easement in real estate legally described in Exhibit A. The Subject Property is the site of the Japanese Garden at the Laura Musser McColm Historic District, located at 1314 Mulberry Avenue, Muscatine, Muscatine County, Iowa (hereafter referred to as the "Subject Property").

2. **Grant of conservation easement.** In consideration of the sum of $122,402 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Japanese Garden at the Laura Musser McColm Historic District.

3. **Easement required for Federal grant**. This conservation Easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Paul Bruhn Historic Revitalization Grant Program.

4. **Conditions of easement:**
   a. *Duration.* This conservation easement is granted for a period of *twenty (20) years* commencing on the date when it is filed with the Muscatine County Recorder, in the State of Iowa, in the United States of America.

   b. Documentation of condition of the Japanese Garden at the Laura Musser McColm Historic District at time of grant of this Easement. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "B" at the end of this agreement. The Grantor has provided to the Grantee landscape site drawings of the Subject Property. To complement Exhibit "B", Grantee and/or the Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high-resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this Easement is accurately documented by the landscape site drawings and photographic record, which shall be maintained for the life of this Easement in the Grantee's conservation easement file for the Subject Property.

   c. Cost to maintain the Subject Property. The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement. The cost to maintain the Subject Property includes the payment of property taxes and special assessments as they become due to the county.

   d. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale , and

mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").

e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable "*Standards for Archeology and Historic Preservation, 48 FR44716*".

f. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

g. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features at the Subject Property no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

h. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this Conservation Easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.

i. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee *(or State Historic Preservation Office if another organization is holding the easement).*

j. *Easement shall run with the land; conditions on conveyance.* This Easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this Easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.

k. *Casualty Damage or Destruction.* In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting)

which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register *(or the SHPO if the Grantee is not the State)* in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.

l. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this Easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the Iowa Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m. This Easement shall be interpreted in accordance with the laws of the State of Iowa and enforceable in the Iowa State Court in Muscatine County, Iowa.

n. *Effective date; severability.* This Easement shall become effective when filed by the Grantor in the Office of the Recorder of Muscatine County, Iowa, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this Easement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

o. *Amendments.* This Easement constitutes the entire Easement between parties regarding the real estate described on Exhibit A hereto. The parties may by mutual written agreement jointly amend this Easement, provided the amendment shall be consistent with preservation purpose of this Easement and shall not reduce the regulatory controls listed in the conditions of this Easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this Easement, and is filed with the Muscatine County Recorder.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: _____

By: _____
Brad Bark, City of Muscatine Mayor

STATE OF _____, _____ COUNTY, ss: On this _____ day of _____, 20__, before me the undersigned, a Notary Public for said State, personally appeared ***Brad Bark***, to me personally known, who stated that he is ***Mayor of the City of Muscatine, Iowa***, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

_____
NOTARY PUBLIC

GRANTEE: ____**Iowa State Historic Preservation Office**_____

By: Heather Gibb
Heather Gibb, State Historic Preservation Officer

STATE OF Iowa, Muscatine COUNTY, ss: On the 6 day of November, 2023 before me, a Notary Public for said State, personally appeared **Heather Gibb**, who stated that he is the duly appointed and actively serving **State Historic Preservation Officer of the Iowa State Historic Preservation Office**, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the Iowa Economic Development Authority.

Emma Stoffer
NOTARY PUBLIC

EMMA STOFFER
Commission Number 846733
My Commission Expires
March 15, 2026

EXHIBIT A TO THE CONSERVATION AGREEMENT

Legal description of the Subject Property

1314 Mulberry Avenue is a parcel located on Lot 25, the southeast 55 feet of Lot 24, and part of Lot 26 in Fletcher & Deshler's Addition No. 1 to the Town of Muscatine. The northeast boundary (along Mulberry Avenue) is 253 feet, the northwest and southeast boundaries are 453.5 feet each, and the southwest boundary is 250.5 feet.

The property includes the entire parcel (2.72 acres) historically associated with the Laura Musser McColm House at 1314 Mulberry Avenue in Muscatine, Iowa.

Location Description of the Japanese Garden within 1314 Mulberry Avenue

The Japanese Garden occupies approximately 0.35 acres at 1314 Mulberry Avenue. The garden borders are defined by the property line shared with 1222 Mulberry Avenue (to the southeast of the property) and the sidewalk separating the garden from the sculpture courtyard installed in 1983 (on the northwest side of the garden). The sidewalk is approximately 74 feet from the property line shared with 1222 Mulberry Avenue. From the property line at Mulberry Avenue, the garden's border begins approximately 56 feet into the property, following a curved path. The lower border of the garden is defined by a steep hill approximately 143 feet into the property from the property line at Mulberry Avenue.

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

Baseline Documentation
Japanese Garden at the Laura Musser McColm Historic District, Muscatine, Iowa

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of Japanese Garden at the Laura Musser McColm Historic District. Also current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

Significant Character Defining Interior Spaces and Features

- N/A

Significant Character Defining Exterior Spaces and Features

1. The garden's design as a tiered garden of distinct upper and lower spaces. Built on the rolling topography of Muscatine's river bluff location, the garden featured 3 levels separated by slopes of large fieldstones. A composition of evergreens at the back of the crane pool and large shade trees further separated the public front lawn of the mansion from the garden below.
2. Bold rockwork, much of it on the slopes. Large fieldstones and volcanic stones defined the slopes and the stone mound around the upper pool. Some of this rockwork (such as at the upper pool) has been lost or changed, while it seems that some may have been buried by mulch and soil and may be extant.
3. A circulation system of paths. The garden was accessed from the front porch, and stepping stones led to the pool on the upper level. This path then reinforced a central axis and view down the slope in the garden before bifurcating at the second level and descending down steps. A gravel driveway provided an alternative route to the property levels below the Japanese garden to the west. This circulation pattern is mostly intact. Two changes include a change in function and materials for the gravel driveway and a reorientation and change of materials in the entry path from the front porch. The latter is now oriented to the sculpture courtyard and the museum entrance in the linkage.
4. A system of water features. The gardens' streams and pools provided the garden with sound and animation. The piping system has been changed over time (the pump house at the bottom of the garden does not appear in early photos) but the pools and streams appear to be original, despite renovations to the garden in the 1980s and 1990s which undertook some repairs and patching.
5. A variety of vegetation. Historic photos reveal the gardens to have a large variety of garden perennials and shrubs, many low mounding and spreading, planted carefully between rocks. This variety has been lost over time, due to changes in sun/shade regimes and due to maturation and overgrowth of a few dominant species.
6. A sense of enclosure. The garden was enclosed on the north and on the east by slopes and a backdrop of vegetation. The south and west sides were less enclosed, and this enclosure was effected by vegetation. Although slopes on both the north and east sides are retained, both original and later vegetation have matured, changing the sense and level of this enclosure.
7. A variety of small-scale features of Japanese style. Most of these are present in their original forms and locations. However, some features have been lost (such as the concrete benches), some features have been added (such as the pergola at the bottom of the garden), and some features have been changed. The latter include the cranes and the bridges. However, it is worth noting that the bridges were changed at least once during the garden's historic period (1929-1965) and small scale features such as statuary were also added and subtracted during this time.

EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT

Written Documentation of the Signatories Authority to Sign for and Legally Bind their Organization.

RESOLUTION NO. ____

RESOLUTION OF THE MUSCATINE CITY COUNCIL City of Muscatine

RESOLVED, that City of Muscatine, a Iowa municipal government entity (the "Grantor") shall execute a conservation easement with the Iowa State Historic Preservation Office (the "Grantee"). This conservation easement will be entered under Iowa IA Code § 457A.8 (2022) for the purpose of preserving the Japanese Garden at the Laura Musser McColm Historic District, a site that is important culturally, historically, and architecturally.

RESOLVED, that Brad Bark as Mayor of the City of Muscatine, is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he or she deems to be in the best interests of the City of Muscatine, including without limitation the execution and delivery of a conservation easement.

I, Brad Bark, Mayor of the City of Muscatine, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Muscatine City Council, duly and regularly passed by the Muscatine City Council in all respects as required by law, and by the By-Laws of said entity, on the ____ day of ____ 20___, at which time a majority of the City Council of the City of Muscatine was present and voted in favor of said resolution.

Date: _____

By: City of Muscatine

By: _____
Brad Bark, Mayor

NPS Form 10-900
(Rev. 10-90)

COPY

OMB No. 1024-0018

United States Department of the Interior
National Park Service

National Register of Historic Places Nomination Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Laura Musser McColm Historic District

other names/site number Laura Musser Art Gallery and Museum; Muscatine Art Center; Iowa Site No. 70-01585

2. Location

street & number 1314 Mulberry Avenue not for publication N/A

city or town Muscatine vicinity N/A

state Iowa code IA county Muscatine code 139 zip code 52761

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this X nomination ____ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property X meets ____ does not meet the National Register Criteria. I recommend that this property be considered significant ___ nationally ___ statewide X locally. (___ See continuation sheet for additional comments.)

Signature of certifying official — Date: 7 DEC 2016

State Historical Society of Iowa
State or Federal agency and bureau

In my opinion, the property ____ meets ____ does not meet the National Register criteria. (____See continuation sheet for additional comments.)

Signature of commenting or other official — Date

State or Federal agency and bureau

4. National Park Service Certification

I, hereby certify that this property is:

	Signature of Keeper	Date of Action
☐ entered in the National Register ☐ See continuation sheet.		
☐ determined eligible for the National Register ☐ See continuation sheet.		
☐ determined not eligible for the National Register		
☐ removed from the National Register		
☐ other (explain): _____		

NPS Form 10-900
(Rev. 10-90)

OMB No. 1024-0018

United States Department of the Interior
National Park Service

National Register of Historic Places Nomination Form

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_____
Signature of certifying official Date

State Historical Society of Iowa
State or Federal agency and bureau

In my opinion, the property ____ meets ____ does not meet the National Register criteria. (____See continuation sheet for additional comments.)

_____
Signature of commenting or other official Date

_____
State or Federal agency and bureau

4. National Park Service Certification

I, hereby certify that this property is: Signature of Keeper Date of Action

☐ entered in the National Register
☐ See continuation sheet.
☐ determined eligible for the National Register
☐ See continuation sheet.
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain): _____

5. Classification

Ownership of Property
(Check as many boxes as apply)

- ☐ private
- ☒ public-local
- ☐ public-State
- ☐ public-Federal

Category of Property
(Check only one box)

- ☐ building(s)
- ☒ district
- ☐ site
- ☐ structure
- ☐ object

Number of Resources within Property
(do not include previously listed resources in count)

Contributing	Noncontributing	
2	2	buildings
1		sites
		structures
		objects
3	2	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

6. Function or Use

Historic Functions
(Enter categories from instructions)

DOMESTIC/single dwelling
DOMESTIC/secondary structure
LANDSCAPE/garden
RECREATION AND CULTURE/music facility

Current Functions
(Enter categories from instructions)

RECREATION AND CULTURE/museum
RECREATION AND CULTURE/music facility
LANDSCAPE/garden

7. Description

Architectural Classification
(Enter categories from instructions)

LATE 19TH AND 20TH CENTURY REVIVALS/
Colonial Revival
LATE 19TH AND EARLY 20TH CENTURY AMERICAN
MOVEMENTS/Prairie School
OTHER/Japanesque

Materials
(Enter categories from instructions)

foundation STONE/Limestone
walls BRICK
STONE
WOOD/Weatherboard
roof ASPHALT
other WOOD
GLASS

Narrative Description
(Describe the historic and current condition of the property on one or more continuation sheets.)

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

- ☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ **B** Property is associated with the lives of persons significant in our past.
- ☒ **C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ **D** Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations
(Mark "X" in all the boxes that apply.)

Property is:

- ☐ A owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or a grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property.
- ☐ G less than 50 years of age or achieved significance within the past 50 years.

Narrative Statement of Significance
(Explain the significance of the property on one or more continuation sheets.)

Areas of Significance
(Enter categories from instructions)

ENTERTAINMENT/RECREATION
PERFORMING ARTS
ARCHITECTURE

Period of Significance

1908-1938

Significant Dates

1908
1922
1929

Significant Person
(Complete if Criterion B is marked above)

N/A

Cultural Affiliation

Architect/Builder

Zeidler, Henry W.
Howe, J.E., and Howe, A.D.R.

9. Major Bibliographical References

Bibliography
(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS)

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested.
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey
  # _____
- ☐ recorded by Historic American Engineering Record
  # _____

Primary Location of Additional Data:

- ☒ State Historic Preservation Office
- ☐ Other State agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other

Name of repository:

10. Geographical Data

Acreage of Property 2.72 acres

UTM References
(Place additional UTM references on a continuation sheet)

	Zone	Easting	Northing		Zone	Easting	Northing
1				3			
2				4			

☒ See continuation sheet.

Verbal Boundary Description
(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification
(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Jennifer A. Price, Ph.D. / Consultant email: pricepreservationresearch@gmail.com

organization Price Preservation Research date March 2016

street & number P.O. Box 5201 telephone (319) 594-9513

city or town Coralville state IA zip code 52241-0201

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets
Maps: A **USGS map** (7.5 or 15 minute series) indicating the property's location.
A **sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs: Representative **black and white photographs** of the property.

Additional items
(Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name City of Muscatine Contact: Gregg Mandsager, City Administrator

street & number 215 Sycamore Street telephone (563) 264-1550

city or town Muscatine state IA zip code 52761

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.0. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20

7. Narrative Description

The Laura Musser McColm Historic District is located approximately 13 blocks northwest of the Mississippi riverfront in the northwest central section of the city of Muscatine, the county seat located in east central Muscatine County in southeastern Iowa. The historic district sits on the southwest side of Mulberry Avenue, bounded by Bartlett Street on the southeast, Parnham Street on the northwest, and Cedar Street on the southwest. This section of Mulberry Avenue is a tree-lined residential corridor and the historic district is surrounded by a number of late-nineteenth and early-twentieth-century houses. The historic district itself includes a large two-story Georgian Revival house with raised basement and prominent dormer (1908); a two-story and raised basement Prairie Style carriage house (before 1926); a one-story Music Room addition (1922); a Japanese Garden (1929); the Stanley Gallery (1976); and Exhibition/Office Annex (1983). See Table below.

Table of Resources in the Laura Musser McColm Historic District

Resource Name	Build Date	Architectural Style	Contributing/Non-Contributing
Laura Musser McColm House and Music Room	1908/1922	Colonial Revival	Individually Eligible and Contributing
Carriage House	before 1926	Prairie School	Contributing
Japanese Garden	1929	Japanesque	Contributing
Stanley Gallery	1976	Modern	Non-Contributing
Exhibition Gallery/Office Annex	1983	Modern	Non-Contributing

Laura Musser McColm House (1908)

The Laura Musser McColm House – a high-style, architect-designed Colonial Revival residence with Georgian Revival overtones – has been a landmark on Mulberry Avenue in Muscatine since its completion in 1908. The house has a generally rectangular, but asymmetrical footprint (approximately 66 x 48 feet) and a symmetrical, five-ranked façade. The house was built as a full masonry structure, consisting of a limestone foundation, the raised portion of which is clad with coursed rock-faced limestone, and brick masonry exterior walls. The exterior masonry walls are clad in a tan face brick laid in a running (or stretcher) bond pattern, indicating a cavity wall structural system bound together with metal ties. The exterior is trimmed with cut stone embellishments, such as lintels and keystones. The cornice is composed of frieze band windows, overhanging eaves with dentils and modillions, and a prominent central dormer with a broken scrolled pediment centered on the hipped roof. The façade is anchored by two masonry chimneys, one on each side; a third chimney is visible near the north corner of the house.

A stone watertable begins at each side of the front porch floor and wraps around to the south side. Originally, the porch wrapped around to the north side, as well, until the Music Room addition was built in

1922. A one-story front porch with second-floor balcony spans almost the full width of the façade and features eight Ionic column porch supports (three columns at each corner and two flanking the front stoop); a decorative open rail balustrade on both porch and balcony with carved newel posts flanking the front stoop; and wood plank floor and ceiling. The formal entrance features double wood and glass front doors within a classical stone surround (pilasters with acanthus leaf capitals/brackets, and entablature with egg-and-dart molding) with two inset oval sidelights, but no fanlight.

Fenestration is symmetrically arranged across the five-ranked façade, with two single 1/1 double hung sash windows on each side of the front entry. At the upper level, a central tri-part window is directly above the front entry, and consists of two narrow 1/1 double hung sash windows flanking a wider 1/1 double hung sash window, all of which have decorative leaded glass upper sashes. Two 1/1 double hung sash windows on either side of the central window are directly above those on the first floor. All double hung windows have wide flat stone lintels and stone sills. Above the second-floor windows is dentiled brick bandcourse that wraps around to both sides of the house. Above this bandcourse are five frieze-band windows, each a fixed six-spoke window that doubles as a transom for each second-floor window below (i.e., one central tri-part window flanked by four single windows, two on each side). Above these frieze-band windows is the cornice – a wide band of dentiled wood trim just below the overhanging dentiled eaves with modillions. The hipped roof is dominated by an exaggerated broken scrolled pediment dormer centered on the front slope. This dormer features three side-by-side fixed 6-spoke rectangular windows like those in the frieze-band flanked by two engaged Ionic columns. Most windows have been replaced with newer replicas.

On the southeast side near the front endwall is a 2½-story canted bay with a centered exterior stone and brick masonry chimney that tapers (with decorative stone ogees) just before extending through the eaves. Nearly all the details of the façade wrap around to this side, including the coursed rock-face limestone foundation, watertable, single 1/1 double hung sash windows, fixed 6-spoke frieze-band windows, bandcourse, and entablature, with the addition of four raised basement windows (also fixed 6-spoke windows). To the southwest of the canted bay is a single oval stained glass window that lights the interior stairwell, and further back, a single 1/1 double hung sash window with flat stone lintels and sills at each floor level.

Behind (southwest of) these windows is a porte-cochère supported by four Ionic columns (two at each outer corner) that rest on a closed coursed rock-face limestone balustrade with a stone cap that matches the foundation and watertable of the house. Beneath the porte-cochère is where the newer museum annex connects to the house and where the main entrance to the Musser Museum is located. The Ionic columns of the porte-cochère support a wood dentiled entablature similar in design to that above the front entrance, above which is a wood-clad sleeping porch (18¼ x 13 feet) with three sides of ribbon windows (3 on the northeast and southwest sides and 4 on the south side). All are 1/1 double hung sashes. The sleeping porch was not original to the house, but it was built sometime in the 1910s. The sleeping porch is topped with another dentiled entablature and a flat roof.

Part of the northwest exterior side is visible only from the second floor up due to the addition of the Music

Room in 1922 (see description below), including the exterior brick chimney that mirrors the one on the south side. A second exterior chimney is nearer the center of the north side on a large cross-hipped roof bay. This chimney – which serves the dining room fireplace – is set off-center and tapered on only one side. An exterior metal staircase provides access to both floors. All wall cladding, window types (except stained glass), and decorative details wrap around or repeat similar to the south side. Near the rear (north) endwall, the brick wall cladding ends and a narrow wood-clapboard with Doric pilasters clads the exterior of the rear rooms, including the kitchen on the first floor and sleeping porch (7 ribbon windows on southwest side and 2 on northwest side) on the second floor. A small integrated open porch with simpler Doric column supports is located at the south endwall, next to the rear wall and elevator shaft of the museum annex.

Interior: The Laura Musser McColm House contains twelve rooms flanking a generous central hall on the first and second floors. Many original materials and architectural details including staircase, mantelpieces, stained glass windows, woodwork, light fixtures and hardware are distinctive examples of the period and architectural style. The first floor of the house includes the reception room, front parlor, dining room, library, kitchen, and pantry. Original leaded glass bookcases in the library echo the design in the leaded glass upper sashes of the central tri-part window on the second floor façade. The interior room arrangement on the first floor remains intact, except for the south corner, where the museum annex connects to the house. The second floor originally included a master bedroom suite with a wardrobe room, two guest bedrooms, three servants rooms, a sleeping porch in back, and a sleeping porch over the porte-cochere, plus bathrooms. Some structural changes have been made to facilitate gallery space for museum collections and changing exhibitions, including an elevator that provides access from the basement to the second floor. The servants quarters and rear sleeping porch have been reconfigured to provide an open gallery space at the rear of the second floor (Muscatine Art Center, April 2014).

Music Room (1922)

This one-story brick addition with an L-shaped footprint is on the northwest side of the house adjoining at what was originally the lower section of the 2-story bay. The addition is clad in a similar tan face brick with stone trim and has a flat roof with a tall parapet. The façade (northeast side) features a stone water table and symmetrical fenestration, with a central ribbon window (four 1/1 double hung sash) flanked by two single 1/1 double hung sash windows. The ribbon window has a common stone sill and label mold lintel and is divided by three brick mullions. The two flanking windows have stone sills and lintels, as well. Above the windows is a stone belt course that echoes the label mold lintel below, as does the shaped brick parapet with decorative stone coping and two scrolled ogees. The north side features the same ribbon window near the northeast endwall, stone beltcourse and shaped parapet. The rear is without fenestration or parapet, but within the ell (between house and addition) is a third ribbon window, beltcourse, and tall parapet.

Interior: The original interior features oak walls and ceiling with a walnut stain and a diagonally cut natural oak floor. The Music Room was built to house a 1919 Estey player pipe organ, which is extant near the north side ribbon window. A 15-square-foot room screened by a wooden grill behind the organ houses the 731 pipes, 11 manual ranks, 2 pedal ranks, plus chimes and an unusual glass harp. The player mechanism

is essentially a computer and runs on air pressure (from a bellows generated in a blower and generator structure (about 5 by 8 feet), which is housed in the basement beneath the organ. The Music Room was originally used for musical events, concerts, and dances. Today, the Music Room is used for Muscatine Art Center public programs.

Carriage House (before 1926)

Approximately 62 feet from the rear of the house is the Carriage House, a two-story with raised basement Prairie-style combination garage-and-residence built into the steep hillside at the rear of the property. It has a raised basement level, main level (formerly the garage), and upper level (formerly the gardener's residence). It has a tan brick exterior similar to the house and a hipped roof with wide boxed overhanging eaves. An enclosed balcony is on the upper level, east side. Fenestration includes flat stone lintels, ribbon windows, and single windows, many with their original Prairie-style 4/1 double hung sashes.

Interior: The interior of the Carriage House has been somewhat modified and is used mainly for artifact storage, photography, and other curatorial work by Muscatine Art Center staff. The remodeled interior space is mostly confined to the ground floor, formerly the garage, where the large open space has been made into a curatorial work space with inner vaults for collections storage. A non-original metal spiral staircase in the southwest corner provides interior access from the ground floor to the second floor. Originally, the second floor living quarters had only an exterior entry door accessed by an exterior staircase. The second floor – built as residential quarters for the gardener and his family – retains its original room layout, which is used for additional storage and photography. An original open balcony on the east side has been enclosed. The basement is largely original, as well, and provides additional storage space.

Japanese Garden (1929)

The approximately one-half-acre Japanese style garden is located on the southeast side of the house. Laura Musser McColm had the Japanese Garden installed in 1929 (or possibly 1930, according to one newspaper source). The garden design is "in the Tsukiyama Style where ponds, streams, hills, stones, trees, and paths are used to imitate natural scenery. The ornamental yews that form the backdrop for the garden are part of the original plantings" (taken from the bronze plaque in the garden). The original design included four ponds, one stream, two waterfalls, a Torii gate, two small wooden boxes resembling shrines containing the water pump and a Buddha statue, respectively,, several wooden footbridges, a stone pathway, several cast concrete pagoda-shaped lanterns, and statuary that included a pair of bronze cranes.

Original landscape features and ornaments currently installed in the garden include the ponds and waterways of laid and formed concrete (as well as the plumbing that goes with them); volcanic rock in and around the pond and waterways; many original plantings, the highlight of which are the ornamental yews; and three cast concrete Japanese lanterns on cast concrete bases.

Original decorative objects that have been removed to more secure locations within the Muscatine Art

Center include: two original, bronze, water fountain 'cranes' are on display in the Annex. (Historic photos show more bronze cranes in the garden as statuary, but these are no longer at the Muscatine Art Center); a large cast-iron garden urn pedestal planter (in use in the Stanley Gallery courtyard); a set of three elephant sculptures, which are metal with a green finish, the largest of which is 13 1/4 inches by 17 inches, are in storage; a pair of small, cast concrete “mushroom cap” garden ornaments (probably on a stem at one time) are in storage; and a cast concrete decorative seat/bench is also in storage.

Replacement features and ornaments that have been reproduced from historic photos and installed in the garden include the Torii gate; a wooden pump house (small shelter resembling a shrine with a locking door that houses the water pump); wooden statuary house (same style as the pump house with sliding doors on the front that opened to expose a Buddha statue, which is no longer at Muscatine Art Center); and wood arbor.

The garden was restored in 1990. Recent additions include the replacement footbridges, stairway banisters, and the pergola at the lower level, the latter being a popular site for weddings during the summer (Muscatine Art Center 2014).

Stanley Gallery (1976)

Completed in 1976, this three-level tan brick building with flat roof is built into the steep hill behind the house just southeast of the Carriage House. The gallery includes two levels of exhibit space and art classrooms. A first floor entrance on the northwest corner is accessible from the parking lot (1978), which allows vehicle access from Cedar Street. The building also connects to the Carriage House at the raised basement level.

Exhibition Gallery and Office Annex (1983)

This dark brown brick and glass addition with flat roof connects to the Musser House through what was an open back porch and the entry is beneath the porte-cochère. The building also connects to the Carriage House and the Stanley Gallery. The addition includes an elevator that provides access to the house from the basement to second floor; a reception area; and staff offices. The entire southeast wall is glass for unobstructed views of the outdoor sculpture courtyard on the southeast side.

Integrity

The Laura Musser McColm Historic District retains the seven aspects of integrity set forth by the National Register of Historic Places:

- **Location** – This is the location where the Musser McColm house was built in 1908, as well as the Music Room addition in 1922, the Carriage House (before 1926), and the Japanese Garden in 1929.

- **Setting** - The setting of the Laura Musser McColm Historic District remains intact, with its historic resources retaining their original relationships to one another. The surrounding setting – a tree-lined

residential section of Mulberry Avenue – remains largely intact as well. Although modern museum additions and a parking lot have filled in the once-empty land south and southwest of the Carriage House, they are mostly hidden when viewing the historic property from Mulberry Avenue.

- **Materials** – The historic resources of the district retain a good deal of their original materials, The House retains exterior tan brick, stone, wood, and windows, as well as interior wood floors, doors, staircases, stained glass, fireplace surrounds and mantels, cabinetry, paneling, light fixtures, and moldings. The Japanese Garden retains the ponds and waterways of laid and formed concrete (as well as the plumbing that goes with them); volcanic rock in and around the pond and waterways; many original plantings, the highlight of which are the ornamental yews; and three cast concrete Japanese lanterns on cast concrete bases.

- **Design** – The design of the Musser McColm House as a landmark Georgian Revival style residence shows the work of local architect Henry W. Zeidler. The house retains the essential features of its style, including its asymmetrical footprint; symmetrical five-ranked façade; full-width front porch with Ionic columns; front entrance; cornice with frieze band windows and overhanging eaves with dentils and modillions; and prominent central dormer with a broken scrolled pediment centered on the hipped roof. The Music Room addition reflects its construction in 1922 as an architectural compliment to the original house, and the Carriage House retains its original Prairie style design. The original interior layout and decorative features of these resources have been retained to a good degree, as well. The Japanese Garden, installed in 1929, retains most of its original design and layout. Although some features have been replaced with modern replicas, original landscape, plantings, and ornamental features are extant.

- **Workmanship** – The House, Music Room, and Carriage House retain original configurations, fenestration patterns, and exterior materials and embellishments that show the workmanship of original builders and contractors. These resources also retain a good deal of their interior features, including woodwork, stained glass, etc. The Japanese Garden retains its original layout and many landscape, plantings, and ornamental features that show the workmanship of the original gardener.

- **Feeling** - The Laura Musser McColm Historic District still reflects the sense of time and place of the property during its period of significance. The modern museum additions to the property are mostly hidden when viewing the historic Musser McColm property from Mulberry Avenue, which was its originally intended viewshed.

Associations - Through its extant historic features, the historic resources of the district retain strong associations with its original and historic functions as an entertainment and performing arts center created by Laura Musser McColm, a wealthy and accomplished business and club woman, who made her architecturally significant Georgian Revival house into a popular social and cultural women's clubhouse in early twentieth-century Muscatine.

Future Plans

The Muscatine Art Center is currently working with A & J Associates to upgrade the HVAC system throughout the facility – historic Musser McColm House, Carriage House, Stanley Gallery, and office space. The project will include electrical upgrades in the Musser McColm House. Doug Steinmetz, Preservation Architect, is a consultant on the project. Window and door replacements and repairs are planned for the Carriage House and Stanley Gallery. Steinmetz is overseeing the window and door project. Projects expected to be completed between 2016 and 2018 include plaster repair to the ceiling of the pipe organ room, tuck pointing on the Music Room, roof replacement for the Carriage House, and replacement of wood structures in the Japanese Garden. Listing the Laura Musser McColm Historic District on the National Register of Historic Places will allow the Muscatine Art Center to access grants and tax credits for these maintenance and repair projects.

Acknowledgements

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8. Statement of Significance

The Laura Musser McColm Historic District is locally significant and eligible for the National Register of Historic Places under Criteria A and C.

Criterion A: The Laura Musser McColm Historic District is locally significant under Criterion A as an important local entertainment and performing arts space associated with Laura Musser McColm from 1922 to 1938. Laura Musser McColm was the daughter of Peter Musser, a wealthy Muscatine lumber baron, and the wife of Edwin L. McColm, the president and owner of McColm and Company, the leading dry goods store in Muscatine. In addition to her well-born place in Muscatine society, Laura Musser McColm was a highly trained and gifted soprano and frequently performed in highly publicized concerts, for special civic events, and as a member of her church choir, and in so doing became a popular public figure in early-twentieth-century Muscatine. She was also an active member of a number of local women's clubs devoted to music and other cultural pursuits. The addition of the Music Room and Estey player pipe organ to her house in 1922 transformed her Mulberry Avenue residence into a veritable music and performing arts center, where Laura Musser McColm, visiting musicians, and fellow clubwomen regularly performed. A number of remote radio broadcasts from the Music Room expanded the audience for her musical events even further. In 1929, Laura Musser McColm had a Japanese Garden installed on her property, adding to the cultural entertainment possibilities at 1314 Mulberry Avenue. Her residence continued as an entertainment and performing arts space until 1938, when the widowed Laura Musser McColm remarried and eventually moved to Kansas City permanently.

Criterion C: The Laura Musser McColm Historic District contains locally significant architecture and landscape features. The Laura Musser McColm House is locally significant and individually eligible as a well preserved example of a high-style, early twentieth-century Colonial Revival house with an emphasis on Georgian Revival details. The house represents a transitional phase in the evolution of Colonial Revival style houses in the United States during the first decade of the twentieth century. It is an example of the more authentically referenced Georgian Colonial Revival prototypes, one that includes a symmetrical five-ranked façade; full-width porch/balcony with Ionic columns and a classical entry with sidelights but no fanlight; a cornice with frieze-band windows and overhanging eaves with dentils and modillions; and a hipped roof with a very prominent central broken pediment dormer.

The house also represents the work of local architect and Muscatine native Henry W. Zeidler, whose work is extant in several local residences, the Greenwood Cemetery Chapel, and the Muscatine City Hall. Although early plans for the house by Zeidler included a one-story section on the north side, the Music Room was not built until 1922. It is nevertheless a historic addition that compliments the architecture of the house well and contributes to its Criterion C significance. The Carriage House is a well preserved Prairie Style carriage house/garage and servants quarters that largely retains its exterior architecture and contributes to the history and significance of the district. The contributing Japanese Garden is a rare pre-World War II survival of a private estate garden with original yew trees, landscape elements, and ornamentation reflecting Laura Musser McColm's devotion to her house as a center of culture. The modern

museum additions – designed to be as unobtrusive as possible – are confined to the rear of the house, connecting to it only at the south corner. These modern additions to the property are mostly hidden when viewing the historic Musser McColm House property from Mulberry Avenue.

Period of Significance: The period of significance for the Laura Musser McColm Historic District is 1908-1938, from the date of construction of the Laura Musser McColm House to the year Laura Musser McColm remarried and moved to Kansas City, where she lived for the remainder of her life.

Laura Musser McColm (1877-1964) and Her Mulberry Avenue Residence

Laura Musser was born in Muscatine, Iowa, on November 23, 1877, the youngest child of wealthy Muscatine lumber baron Peter Musser and his wife Tamson Rhodes Musser. The Mussers had six children, only three of whom reached adulthood. After Tamson Rhodes Musser died in 1901, Laura Musser took over the care of her aging father and the management of his household. In 1903, Laura Musser married Edwin Leroy McColm, banker and junior partner in the McColm Dry Goods Company, the leading dry goods store in Muscatine. After the wedding, the newlywed couple lived in Peter Musser's house at the corner of Mulberry Avenue and Mississippi Drive for the next several years, during which the McColms had their only child, Alice, who died shortly after her birth in December 1907. In 1908, Peter Musser and the McColms moved into their new residence at 1314 Mulberry Avenue. The Georgian Revival mansion – planned by Peter Musser and Laura – was designed by Muscatine architect Henry W. Zeidler and built by local contractors J.E. and A.D.R. Howe. Peter Musser lived with his daughter and son-in-law in their new home until his death in 1910 (Muscatine Art Center 2014).

By the time Laura Musser McColm had moved into her new Mulberry Avenue residence in 1908, Muscatine had grown from a small, ante-bellum settlement on the Mississippi River into a bustling commercial and industrial river port and railroad city of more than 28,000 residents. Known as Bloomington until 1849, Muscatine had been incorporated as the Muscatine County seat in 1839. The town owed its rapid growth in the 1890s and early 1900s to three main industries; lumber, pearl buttons, and melons, the former of which was central to the Musser family wealth. As early as the mid-1860s, Muscatine was already one of America's important lumber cities. Wood from surrounding forests and later from lands in Wisconsin and Minnesota "supplied a seemingly endless stream of lumber for local mills. In 1865, more than 13 million feet of lumber, six million shingles, and four million laths were shipped by rail or river" (McHugh-Johnston 2010:7).

A number of entrepreneurs amassed fortunes in the Muscatine lumber business, including Peter Musser, Laura Musser McColm's father. In 1870, Peter joined with his brothers Richard and John Musser, his nephew Peter Miller Musser, and C.R. Fox to form Musser & Co. The Musser & Co. mill "was in operation from 1871 until its closing in 1905." Also in 1871, the Mississippi River Logging Co. was established "by Frederick Weyerhaeuser with Musser & Co. as an incorporator and large stockholder. The following year, Peter Musser became an official of the Mississippi River Logging Co., and in 1881 he became president of the newly incorporated Musser Lumber Company. In 1885, Musser purchased lands in Minnesota and

Wisconsin for manufacture and speculation. The following year, the Musser-Sauntry Land, Logging & Manufacturing Company was organized to operate on the St. Croix River. Also in 1886, the Musser and Weyerhauser, Denkmann, Laird, and Norton interests organized the Pine Tree Lumber Company at Little Falls, Minnesota, which reached complete organization in 1891, with Peter Musser as president, his son R. Drew Musser as secretary-treasurer, and Charles A. Weyerhauser as general manager. Peter Musser continued to manage his lumber and banking interests until just before he died in 1910 (McHugh-Johnston 2010:7; Muscatine Art Center 2015:5; *Muscatine Journal*, 9/29/1910).

The success of Muscatine's lumber, pearl button, and melon industries supported the city's turn-of-the-twentieth-century population explosion, commercial growth, municipal improvements, and cultural life. In 1872, James McColm opened McColm's Dry Goods Store, an establishment that grew to become Muscatine's leading dry goods store for the next 92 years. In 1890, his son, Edwin Leroy McColm, joined him in running the business and changed the name to McColm Dry Goods Company. When James McColm retired, Edwin took over as president and owner and Laura Musser McColm took her husband's former place as secretary-treasurer. She also kept the store's account books for many years and often traveled with her husband on buying trips to Chicago. In 1917, the McColm Dry Goods Company moved into the new Laurel Building – a six-story building in downtown Muscatine named for Laura (and probably E.L. McColm) – after which the company reorganized and changed its name to McColm and Company (McHugh-Johnston 2010; Muscatine Art Center 2015:5; *Muscatine Journal*, 8/13/1917).

In addition to being an unusually active and respected businesswoman for her time, Laura Musser McColm also donated a large amount of her time as a board member of several municipal and social welfare institutions, including the Muscatine Cemetery Board, the Old Ladies Home Association, and the Young Women's Christian Association (YWCA). Nevertheless, Laura Musser McColm was probably best known in Muscatine for her beautiful singing voice, which she showcased often as a member of her church choir, in special public concerts and radio broadcasts, and for fellow members of the numerous local women's clubs to which she belonged (*Muscatine Journal*, 11/23/1905; 3/22/1917; 11/29/1913; 12/3/1913; 5/4/1912).

Although born into wealth in the late nineteenth century, Laura Musser McColm was brought up like most women of the middle and upper classes of her time for a life of cultured domesticity. Indeed, the Mussers described their youngest daughter in her 1903 wedding announcement as having "grown up unspoiled and unselfish," a reference to the virtues of the early-nineteenth-century Cult of True Womanhood. "Piety, purity, domesticity, and submissiveness were the basic virtues that defined the four corners of a woman's world, if she was to be perceived as 'a lady'" (Muscatine Art Center 2015; Blair 1994:1).

> Beginning in girlhood, she was guided to develop self-sacrificing traits, which would assure her success in creating a harmonious, moral, and industrious household, and would inspire her husband, children, and neighbors to renounce temptation and become almost as good-hearted, hard-working, and God-fearing as she (Blair 1994:1).

Education and training in the arts, especially vocal and instrumental music, literary study, painting and dancing "were portrayed as a handmaiden to the lady's duties in the service of her loved ones" and as "the

inspirer of desirable behavior in those around her." As one lady's magazine declared: "A female of cultivated taste, has an influence upon society wherever she moves" (Blair 1994:4).

As a young woman, Laura Musser studied music at Grant Seminary in Chicago and under Giovanni Sbriglia (the Italian tenor and prominent teacher of singing) in Paris. She returned home to Muscatine with a "beautiful mezzo-soprano voice," and early on gave solo performances at church and special public concerts, for which she received much acclaim. After her marriage, with no children to raise and free from housework, for which she employed a number of domestic servants, the well educated and accomplished Laura Musser McColm continued to sing for appreciative Muscatine audiences, whether for one of her "good causes," such as the Young Women's Christian Association, or for sheer entertainment purposes, such as when she sang in the first concert of the season with the Muscatine Symphony Orchestra in the Grand Theatre in 1917 (*Muscatine Journal*, 11/23/1905; 3/22/1917). The *Muscatine Journal* described Musser McColm's performance in that event as "a distinct personal triumph:"

> Mrs. E.L. McColm as the soloist of the concert scored a distinct personal triumph. The appreciation of the immense audience at the close of her presentation of Leo Stern's "Spring" proved a veritable ovation. Her splendid tone quality and excellent interpretation proved her artistry and demonstrated that Muscatine has no need to seek outside her own borders for musical talent greatly above par. . . .
>
> "One Fine Day," from Puccini's "Madame Butterfly" was sung by Mrs. McColm following the overture. The selection is perhaps the most familiar of the numbers of Puccini's most popular opera but its interpretation by the talented Muscatine soprano clothed it with new beauties. The varying moods of the heroine of the opera in the number gives the vocalist full opportunity for the display of versatility in portraying degrees of emotion. Mrs. McColm's interpretation was a remarkable one, plaintive, appealing and joyous by turn leading to the dramatic climax with a tonal power and melody which swept the audience. Responding to the insistent demands of her hearers she presented "Ich Liebbe Dich" by Grieg, a short, sparkling encore. . . .
>
> Of surpassing difficulty, [Leo Stern's "Spring"] proved a triumph for the soloist, demonstrating her coloratura ability in a succession of flowing passages, demanding the most exacting perfection of vocal control. The rendition was greeted by a spontaneous flood of applause in the greatest appreciative demonstration of the evening. The singer responded with "A Burst of Melody" by Seiler (*Muscatine Journal*, 3/22/1917).

Laura Musser McColm especially thrived in Muscatine's women's clubs. Women's clubs flourished during the Progressive era and were filled with like-minded women devoted to music, arts, culture, and above all, self-development. In these early-twentieth-century women's clubs, middle and upper class women discovered a new freedom of expression and action that had been otherwise stifled by the strictures of female domesticity (Blair 1994:20). As historian Karen J. Blair notes:

> Such designations as the Women's Century Club and the Twentieth Century Club, in their anticipation of the new century, simultaneously anticipated a new use of women's developing talents. Although the idea of banding together was gaining acceptance in circles of forward-looking people, it required bravery for members to attempt to discuss new topics with one another, topics not previously addressed in a formal way, or to present a creative work for neighborly criticism. However rusty the club member's mind might feel, in middle age she certainly welcomed the chance to read again and discuss new ideas with her peers, to polish tired musical skills, to shed mundane and tedious responsibilities briefly, and enter the wider world of thought and beauty. She felt easier about presenting her original paper, on Shakespeare, Beethoven or Rembrandt, or about singing before the group, knowing she was surrounded by like-minded supporters. The intellectual stimulation stirred self-respect among the members again, and soon propelled women to initiate community programs such as the founding of

town libraries, concert series, and art exhibitions (Blair 1994:19-20).

Although many clubwomen in the Progressive Era felt pressured to forgo their devotion to the arts and culture in favor of the social welfare and civic reform that defined Progressivism, many of the women's clubs in Muscatine continued their commitment to cultural appreciation and expression (Blair 1994:20-23). Indeed, those clubs that counted Laura Musser McColm as a member always included music and singing as regular features of their monthly meetings. Thus, meeting programs of the Twentieth Century Club, the Muscatine Garden Club, and many others were punctuated with songs performed by its members, either in keeping with or regardless of that month's topic. It was in part through her membership in many of Muscatine's women's clubs that Musser McColm began making her house into a center for music and entertainment.

After her marriage in 1903, Laura Musser McColm entered the Muscatine women's club scene and her membership included, but was not limited to, the following: the Twentieth Century Club; the Mulberry Needle Club; the Kensington Club; the Muscatine Garden Club; the Fortnightly Club; the Women's Home Missionary Society of the First Methodist Episcopal Church; the Ladies Aid Society for the First Methodist Episcopal Church; and the P.E.O. (Philanthropic Educational Organization) Sisterhood.[1] In 1921, Musser McColm ordered an Estey player pipe organ (built in 1919) for her residence, and in 1922 had an addition to her home built – the Music Room – to house the instrument and more than 200 of its player rolls that included both classical and popular tunes. She purchased a Steinway piano for the Music Room in 1925 (Muscatine Art Center 2015).

The Music Room provided the ideal space for hosting women's club meetings, which were almost always enlivened with readings, interpretive dances, organ music, singing, and solo performances by Musser McColm (Muscatine Art Center 2015:7). Club meetings at 1314 Mulberry Avenue were always noted in the *Muscatine Journal and News-Tribune*'s "Society" page. One noteworthy example – the Twentieth Century Club's Gala Day – took place in February 1931, during which club members donned costumes of famous movie stars of the era, with hostess Laura Musser McColm dressed to portray movie star Bebe Daniels:

> "Bebe Daniels," movie star, was hostess to a novel movie-star reception given at the home of Mrs. E.L. McColm, 1314 Mulberry avenue, at one o'clock today for members of the Twentieth Century club when they held their annual gala day.
>
> The luncheon and the stunt program, as well as the decorations of the music room were appropriate for the Hollywood delegation.
>
> Guests, each costumed to portray a movie actor or actress, including Ramon Navarro, Mary Pickford, Emily Fitzroy, Colleen Moore, Charles Chaplin, Polly Moran, Clara Bow, Douglas Fairbanks, Lillian and Dorothy Gish, Louise Fazenda, Richard Dix, Ethel Wale, Mary Alden, Bessie Love, John Barrymore, Zasu Pitts, Mary Carr, Louis Stone, Pauline Frederick, Marian Davies, Richard Barthelmess, Ruth Chatterton, Tom Davis, were ushered into the serving room by the page.
>
> The costumes worn were clever and unusual. Some were linked with college and seminary days, some were graduation frocks, others were entirely original, fashioned particularly for the character, some were particularly effective in the humor roles, while the men stars were unusually effective in their portrayal of the familiar stars.

[1] See for examples *Muscatine Journal*, 9/16/1912; 5/8/1914, and *Muscatine Journal and News-Tribune*, 9/28/1928; 10/11/1928; 10/31/1928; 3/12/1929; 3/13/1929; 4/4/1929; 10/21/1930; 2/17/1931; 5/12/1931; 12/12/1931; 9/24/1935; and 5/1/1937.

> The three-course luncheon was served at tables for four, covers for 31 being arranged. Each was attractively decorated in the co-scheme of the move-star "lot," and the George Washington birthday season. Place cards used were novel, picturing the star. Floral arrangements, articles in keeping with the "lot" schemes, and cherries and miniature flags were effectively employed. A recital of organ music was played during the serving.
>
> Following the serving the afternoon was spent with a stunt program, each member contributing something to the entertainment. A Virginia reel, with all members participating, was the climax of the afternoon's entertainment.
>
> Preparations for the gala event were in charge of Mrs. F.H. Little, Mrs. Robert Thompson, and Mrs. Gena V. Cook, members of the entertainment committee. The luncheon committee members were Mrs. Raymond Titus, Mrs. Elmer Steinmetz, Mrs. G.A. Heldel and Mrs. C.W. Hendriks (*Muscatine Journal and News-Tribune*, February 17, 1931).

One former house servant recalled that people in Muscatine talked of the "Movie Star" party for several years after (Beveridge 2008). Another example took place in December 1931, when the Women's Home Missionary Society of the First Methodist Episcopal Church met in the Music Room for a musicale:

> The home of Mrs. E.L. McColm, 1314 Mulberry avenue, was the scene of a musicale Friday afternoon when members of the Women's Home Missionary society of the First Methodist Episcopal church and their guests were entertained in the music room. Piano, organ, violin and vocal selections were included in the afternoon's program which was in charge of Mrs. F.H. Little. . . . The hostess graciously offered "The Old Refrain" by Kreisler, as a vocal solo (*Muscatine Journal and News-Tribune*, 12/12/1931).

And in September 1935, the Muscatine Garden Club enjoyed an afternoon's entertainment entitled "The Garden in Verse and Song:"

> The music room of Mrs. E.L. McColm's home at 1314 Mulberry avenue afforded the delightful setting for an afternoon program entitled, "The Garden in Verse and Song," given by the Muscatine Garden Club Monday. Forty-five guests shared the charming event. It was truly the "garden in verse and song," with a wealth of lovely music and readings to tell of the beauty of a garden. Mrs. McColm opened the program with an organ solo, followed with two readings by Mrs. G.B. Samuels, "Whoever Makes a Garden," by Douglas Malloch, and "A Little Pink Rose," by Carrie Jacobs-Bond… As a fitting close to the program, Mrs. McColm sang, "The Little Shepherd Song," "The Star" by Rogers, "Clouds," and by request Rasbach's "Trees" (*Muscatine Journal and News-Tribune*, 9/24/1935).

Laura Musser McColm's Mulberry Avenue residence thus was well known in Muscatine women's club circles as a center for music and culture.

In 1929 (or 1930, as the following quote suggests), Laura Musser McColm had a Japanese Garden started in the south side yard. Approximately one-half acre in size, the Japanese Garden, or "rock garden," as it later called, was viewed as "a symbol of cultural sophistication," a trait constantly cultivated by Musser McColm. Her Japanese garden, like the Music Room and Estey player pipe organ, became another cultural attraction for club meetings held at the Mulberry Avenue mansion:

> Members of the Garden Club studied the model Japanese garden of Mrs. E.L. McColm, Mulberry avenue, at their meeting Monday afternoon at the home. An article in the March issue of *Country Life* was read by Mrs. George Hermann, which interpreted the idea of a Jap [sic] garden. . . . The Jap [sic] rock garden at the McColm home was carried out [in] the true Jap [sic] motif. There are the four pools, three waterfalls, and a stream meandering

> for 75 feet. The garden, started last year, is at its full glory now, with the iris in bloom, and the flowers and shrubbery grown among the rocks to make a woodland scene. Even the bridges crossing the waterfalls and stream are representative. The stone lanterns are of Jap make. The tour of the garden was highly interesting and pictorial, in view of the study of the club (*Muscatine Journal and News-Tribune*, 5/12/1931).

In May of the following year, Musser McColm hosted the members of the Fortnightly literary club of West Liberty,[2] who toured the Japanese Garden and were entertained in the Music Room.

> The women were taken through her rock garden, and then into the music room where the hostess sang a group of songs accompanied by Mrs. Gibson at the piano. Mrs. Frank Giesler contributed a group of readings. Both the music and readings pertained to flowers and gardens. . . . A tea was enjoyed at the conclusion of the afternoon, with Mrs. McColm and Mrs. F.H. Little pouring (*Muscatine Journal and News-Tribune*, 5/17/1932).

The Musser McColm garden was a very late example of the Japanese style estate garden, and despite their tremendous popularity in the first decades of the twentieth century, these gardens fell quickly out of favor during the 1930s because of political and economic tensions with Japan (Brown 2013).[3]

Outside her club meetings, Musser McColm used her Music Room as a ballroom for dances, private vocal performances, choir rehearsals, and, as one former upstairs maid remembered, weekly voice and music lessons for herself, some of which were broadcast from the Music Room by KTNT, Muscatine's first radio station, in the mid-1920s. Laura Musser McColm also performed at the KTNT studio at least once in 1926 (*Muscatine Journal and News-Tribune*, April 11, 1935; Carlson interview 2007; Program, KTNT, February 19, 1926, Muscatine Art Center Archives).[4] These radio broadcasts undoubtedly led to the culminating event that made the Laura Musser McColm residence the center of Muscatine culture (at least for one night) for Iowa's radio audiences. In 1932, Laura and her husband Edwin hosted the fourth in a series of WOC (Davenport) and WHO (Des Moines) joint radio programs called "Bigger and Better Muscatine," arranged by the Muscatine Chamber of Commerce. The program was broadcast by remote control from the Music Room and featured organ music and several solos and accompaniments by Laura Musser McColm. Dr. B.J. Palmer, famed Davenport chiropractor and owner of both radio stations, then addressed the listening audience, commending the McColms and their home as symbols of Muscatine graciousness and hospitality:

> As I sit in this most beautiful private home of Mr. and Mrs. McColm; as I hear the strains of this beautiful pipe organ in their home; as I talk with Mr. and Mrs. McColm with their gracious and genial personality and hospitality, it seems that I see in them a cross section of warm hearted, real and genuine hospitality of Muscatine. I see Muscatine as I see them—as a group of plain, sincere, genuine and true type of the westerner who has his head ready to help you reason things through; his heart willing with aid and comfort, and his hand out to help you reach your objective goal.
>
> The very act of Mr. and Mrs. McColm's opening their private home to a group of broadcasting public characters—doing so with open arms and a smiling welcome at the door as we come and shaking hands as we

[2] West Liberty is a small town in northwestern Muscatine County.

[3] In 1932, the *Muscatine Journal* dropped the words "Japanese" or "Jap," which it had used to describe Musser McColm's garden in 1931, and substituted the generic term "rock garden."

[4] Other than the oral history of the upstairs maid and the handwritten program sheet for a 1926 KTNT musical broadcast, nothing more is known about this intriguing early history of Musser McColm's radio broadcasts from her Music Room.

> go, bidding us "Good night," is just a sample of what this entire town does to its visitors. I wish you knew Muscatine and its people, its background and its present value, as I do. I'm afraid though, that if you did, you'd wish you lived here instead of where you are (*Muscatine Journal and News-Tribune*, 2/9/1932).

The 1932 statewide radio broadcast from the Music Room confirmed Laura Musser McColm's expression and cultivation of her self-identity through her Mulberry Avenue residence.

Although Edwin L. McColm died just one year later, Laura Musser McColm continued hosting club meetings, choir rehearsals, and other entertainments in the Music Room, as her journal entries from 1936 and 1937 indicate:

> "Twentieth Century Club Gala Day here. An immigrant party. Lots of fun. Twenty four came" (Laura Musser McColm Journal, Tuesday, April 14, 1936).
>
> "William Anderson came this morning to fix the organ. The 20th Century Club meets here this afternoon, a musical program. Millie Little has the paper and the program is put on by Miss Parkin, Mrs. Bloom, Mrs. Willis and myself. Had a good attendance" (Laura Musser McColm Journal, Tuesday, March 2, 1937).
>
> "P.E.O. [Sisterhood] meeting at 3:00, a goodly number here. Caroline Beveridge played two numbers and encore. Mrs. Fullwood sang a group of three pretty songs. Her voice is quite lyric. A pupil of Miss Milne gave a reading, then two organ rolls were played" (Laura Musser McColm Journal, Saturday, May 1, 1937).
>
> "Am staying at home today because of the meeting here of the Fortnightly Club. Jessie & Gail having charge of the programs. Aldean gave a review of "Lena Geyer" and I sang a group of song, eight in number" (Laura Musser McColm Journal, Friday, April 30, 1937).

In 1938, Laura Musser McColm married William T. Atkins, vice president of the Skelly Oil Co., of Kansas City, Missouri, and for the next two years, the couple lived mainly in the Mulberry Avenue residence in Muscatine. After William T. Atkins died in August 1940, however, Laura Musser McColm moved to the Atkins home in Kansas City. Although she maintained ownership of the Mulberry Avenue residence and made frequent trips to Muscatine to visit relatives and tend to the McColm & Co. dry goods business, Musser McColm lived in Kansas City for the rest of her life. In 1954, she was awarded an honorary Doctor of Music degree from Iowa Wesleyan College in Mount Pleasant, an institution to which she and her husband had donated generously since at least 1913.[5] Laura Musser McColm died in 1964 and was buried along with her parents and first husband in Greenwood Cemetery in Muscatine (Muscatine Art Center, April 2014; Muscatine Art Center 2015).

In 1965, Laura Musser McColm's heirs – step-daughter Mary Catherine McWhirter and niece Mary Musser Gilmore – donated the Musser McColm house and grounds to the City of Muscatine as a museum and art gallery. An endowment fund was also donated to assist in the maintenance of the Laura Musser Museum and Art Gallery, which opened to the public the following year. A board of nine, known as the Muscatine

[5] In 1928-1929, for example, the McColms made a major gift to renovate the Chapel Auditorium, which was in 1961 named the Laura Musser Atkins Auditorium. After receiving her honorary doctorate, Laura Musser McColm served on the Iowa Wesleyan College Board of Trustees until her death in 1964. (Information from collections of the Muscatine Art Center).

Museum and Fine Arts Association, was formed to govern and control the institution. In addition to the endowment, the museum was also supported through taxpayer funding and memberships (Muscatine Art Center, April 2014; *Muscatine Journal and News-Tribune*, 12/30/1965). A decade later, from 1974 to 1983, Stanley Gallery and the Exhibit Hall and Office Annex were built to provide the museum with more exhibition and classroom space. A parking lot was built at the bottom of the hill to allow visitor access to the museum from Cedar Street. When the Stanley Gallery was completed in 1976, the Laura Musser Museum and Art Gallery was renamed the Muscatine Art Center (*Muscatine Journal and News-Tribune*, 9/10/1976).

Henry W. Zeidler, Architect

The Laura Musser McColm House represents the work of local architect and Muscatine native Henry W. Zeidler. Born in Muscatine in 1859, Henry W. Zeidler was the son of German immigrant parents, William and Christine Zeidler, two of Muscatine's early residents. William Zeidler had been a cabinet-maker in Germany and worked as a building contractor after settling in Muscatine. Considered by his contemporaries as "a born architect," Henry Zeidler, through his father, became interested and adept in the building arts. From 1873 to 1876, Zeidler attended Iowa Wesleyan College in Mount Pleasant, Iowa, where he studied architecture and draftsmanship. By 1890, Zeidler had established a practice in Muscatine, and by the early 1900s, he was the city's "leading architect," and, as the *Muscatine Journal* put it, "many of the city's "finest residential stores and office buildings" were "standing proofs of [his] skill and artistic ability."

In addition to designing the Musser House and a number of other prominent Muscatine residences, Zeidler also designed commercial and municipal buildings, including being the local supervising architect for Muscatine's City Hall and the First National Bank. In 1901, Zeidler designed the Romanesque Revival Greenwood Cemetery Chapel for Peter Musser, which the latter donated to the city-owned Greenwood Cemetery in memory of his wife, Tamson, who had died four years earlier.[6] Just six years later, Musser again hired Zeidler to design a new residence for himself and his daughter on Mulberry Avenue. Henry W. Zeidler died in 1951 and, like the Musser family, was buried in Greenwood Cemetery (Muscatine Art Center 2014; *Muscatine Journal* 12/21/1905; Rudisill 2000:8; Richman 1911:752).

Colonial Revival / Georgian Revival Architecture

The Laura Musser McColm House is a well preserved example of a high-style, early twentieth-century Colonial Revival house with an emphasis on Georgian Revival details. The architectural design represents a transitional or prototype phase in the evolution of Colonial Revival style houses in the United States during the first decade of the twentieth century. Beginning in 1876 with the Philadelphia Centennial, the Colonial Revival style grew out of a renewed interest in the colonial architectural heritage of America's past. The following year, fashionable architects McKim, Mead, White, and Bigelow took a widely publicized tour of New England to study colonial Georgian and Adam buildings, and in the succeeding decade they produced the country's first expressions of the Colonial Revival style: the Appleton House (1883-1884) in Lennox,

[6] Greenwood Cemetery Chapel was listed on the National Register of Historic Places in 2001.

Massachusetts, and the Taylor House (1885-1886) in Newport, Rhode Island. These houses represented the two subtypes of the style most common before 1910: "the asymmetrical form with perimposed colonial details" and the more authentically referenced Georgian and Adam examples with symmetrical hipped roofs, although both subtypes tended toward exaggerated proportions and details. These early examples were free interpretations with details inspired by, rather than copied from, colonial precedents. After the turn of the twentieth century, Colonial Revival fashion shifted toward the more carefully researched copies with more correct proportions and details (McAlester 2006:326).

The Laura Musser McColm House is an example of the latter, more authentically referenced Georgian Colonial Revival style, with a symmetrical façade; full-width porch with Ionic columns and classical entry with sidelights but no fanlight; cornice with frieze-band windows, overhanging eaves with dentils and modillions, and a hipped roof with a very prominent central broken pediment dormer. Although Henry Zeidler included a one-story section on the north side of the house in his early plans, the Music Room addition was not built until 1922.

Laura Musser McColm's Japanese Style Garden

Although the specific inspiration behind Laura Musser McColm's desire for her own Japanese style garden in 1929 remains unknown, Japanese gardens had been "part of a larger infatuation" in America "with 'things Japanese'" since the late nineteenth century. The gardens were seen as antidotes to urban and industrial blight and social decay. Beginning in the 1890s, Americans were introduced to Japanese gardens, built by Japanese entrepreneurs and government officials, through international expositions, commercial tea gardens, and lavish publicized examples by wealthy private citizens. These early examples established the popular view of the landscapes as not only "exotic," but also places of "artistic refinement." Many wealthy Americans commissioned their own private estate gardens based on those they had seen at fairs or on trips to Japan. Women, especially, appreciated and commissioned Japanese gardens, seeing them as "spurs to the imagination" and "balms for the spirit." Most of these gardens, like the one by Laura Musser McColm, "featured streams and ponds punctuated by wooden bridges, lanterns, and a viewing pavilion," and often replicated "designs seen at fair gardens and large tea gardens." Usually built around "an existing pond or low spot on the property," the estate garden was typically "far removed from the European-style residence."

Although the name of the designer of the Musser McColm garden is unknown, early-twentieth-century Japanese estate gardens were usually fashioned by Japanese immigrants (Brown 2013). The Musser McColm garden was a very late example of the Japanese style estate garden, and despite their tremendous popularity in the first decades of the twentieth century, these gardens fell quickly out of favor during the 1930s because of political and economic tensions with Japan (Brown 2013).[7] Laura Musser McColm continued to employ a gardener to tend her Japanese Garden long after she moved to Kansas City.[8]

[7] In 1932, the *Muscatine Journal* dropped the words "Japanese" or "Jap," which it had used to describe Musser McColm's garden in 1931, and substituted the generic term "rock garden."

[8] When the house was donated to the city of Muscatine in 1965, however, the Japanese Garden had fallen victim to neglect and vandalism.

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10. Geographical Data

Latitude/Longitude Coordinates

1) Latitude: 41.4328507 Longitude: -91.051231
2) Latitude: 41.4323339 Longitude: -91.050679
3) Latitude: 41.4315386 Longitude: -91.051929
4) Latitude: 41.4320695 Longitude: -91.052500

UTM References (NAD 1983)

1) Zone: 15 Easting: 662816.76 Northing: 4588642.02
2) Zone: 15 Easting: 662868.93 Northing: 4588585.79
3) Zone: 15 Easting: 662766.48 Northing: 4588495.14
4) Zone: 15 Easting: 662717.41 Northing: 4588553.01

Verbal Boundary Description

The nominated property is a parcel located on Lot 25, the southeast 55 feet of Lot 24, and part of Lot 26 in Fletcher & Deshler's Addition No. 1 to the Town of Muscatine. The northeast boundary (along Mulberry Avenue) is 253 feet, the northwest and southeast boundaries are 453.5 feet each, and the southwest boundary is 250.5 feet.

Boundary Justification

The nominated property includes the entire parcel historically associated with the Laura Musser McColm House at 1314 Mulberry Avenue in Muscatine, Iowa.

Additional Documentation

Photographs

Photo Log

Name of Property: Laura Musser McColm Historic District

City or Vicinity: Muscatine

County: Muscatine **State:** IA

Photographer: Jennifer A. Price

Date Photographed: May 9, 2014

Description of Photographs:

1 of 22. House and Music Room façades, view southwest

2 of 22. House and porte-cochere/sleeping porch, view east-southeast

3 of 22. House façade, view southwest

4 of 22. House and Music Room, view south

5 of 22. Music Room, view east

6 of 22. House, view east

7 of 22. Carriage House, view south

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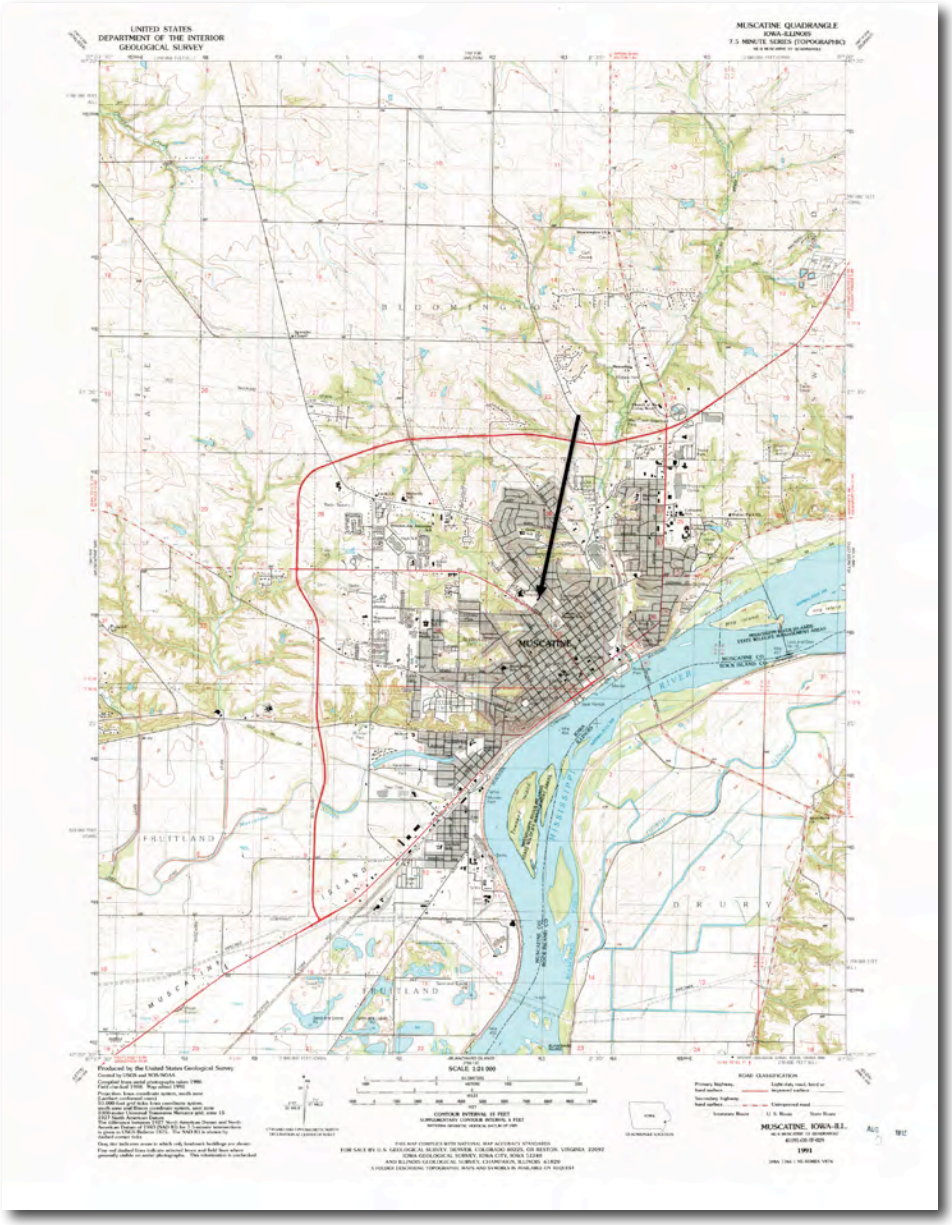


Figure 1. General location of Laura Musser McColm Historic District in Muscatine, Iowa N⬆

Base map: USGS Topographical Map Muscatine Quadrangle Iowa-Illinois 7.5 Minute Series (Topographic), 1991

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Additional
Section Documentation **Page** 25 **Property name** Laura Musser McColm Historic District

County and State Muscatine County, IA

Figure 2. Aerial view (2013) of boundary lines of Laura Musser McColm Historic District N⬆

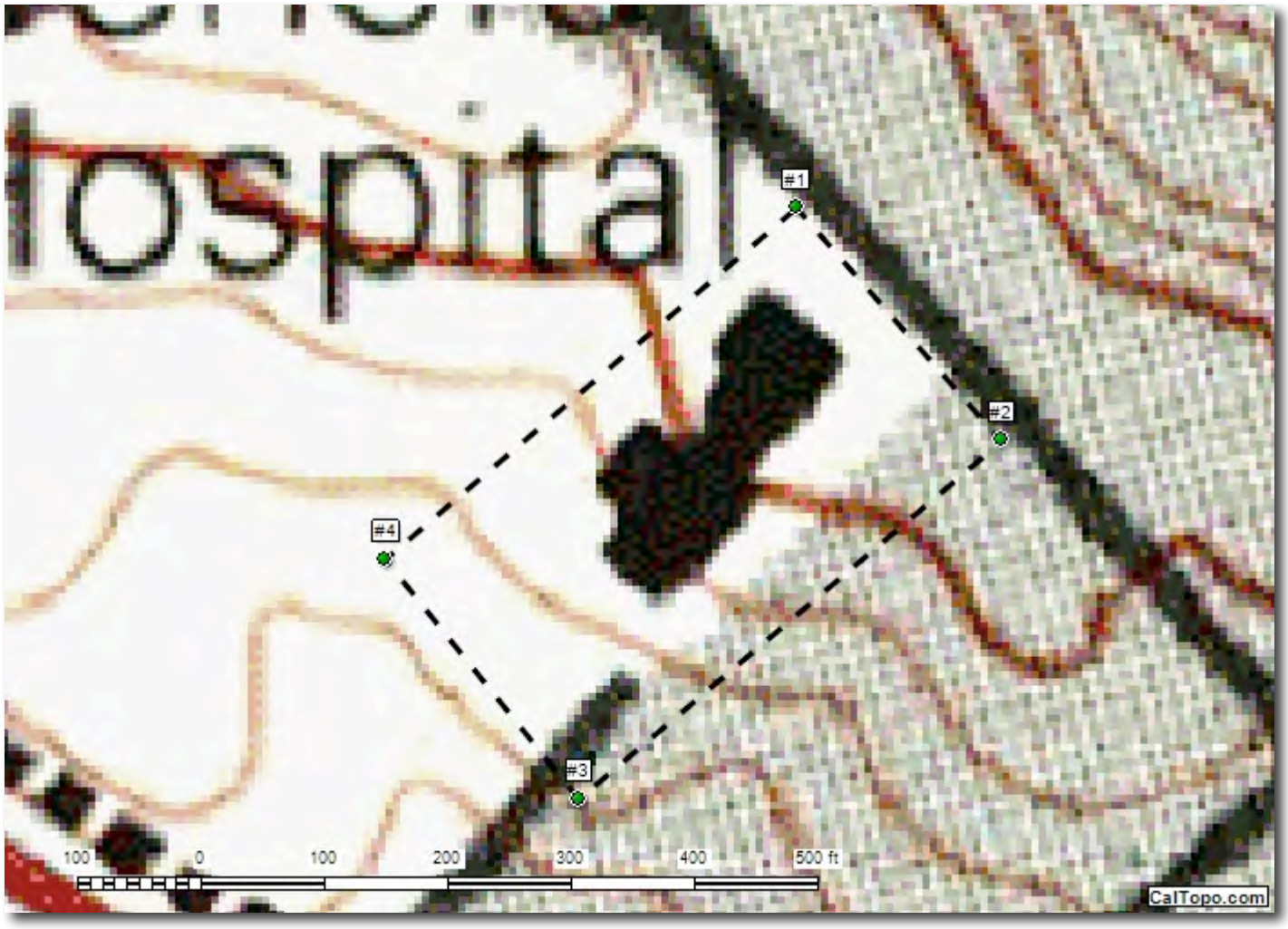


Figure 3. Boundary lines of Laura Musser McColm Historic District N⬆

Base map: USGS Topographical Map Muscatine Quadrangle Iowa-Illinois 7.5 Minute Series (Topographic), 1991

Figure 4. Site Plan N⬆

Base aerial view: Muscatine County Assessor website 2015

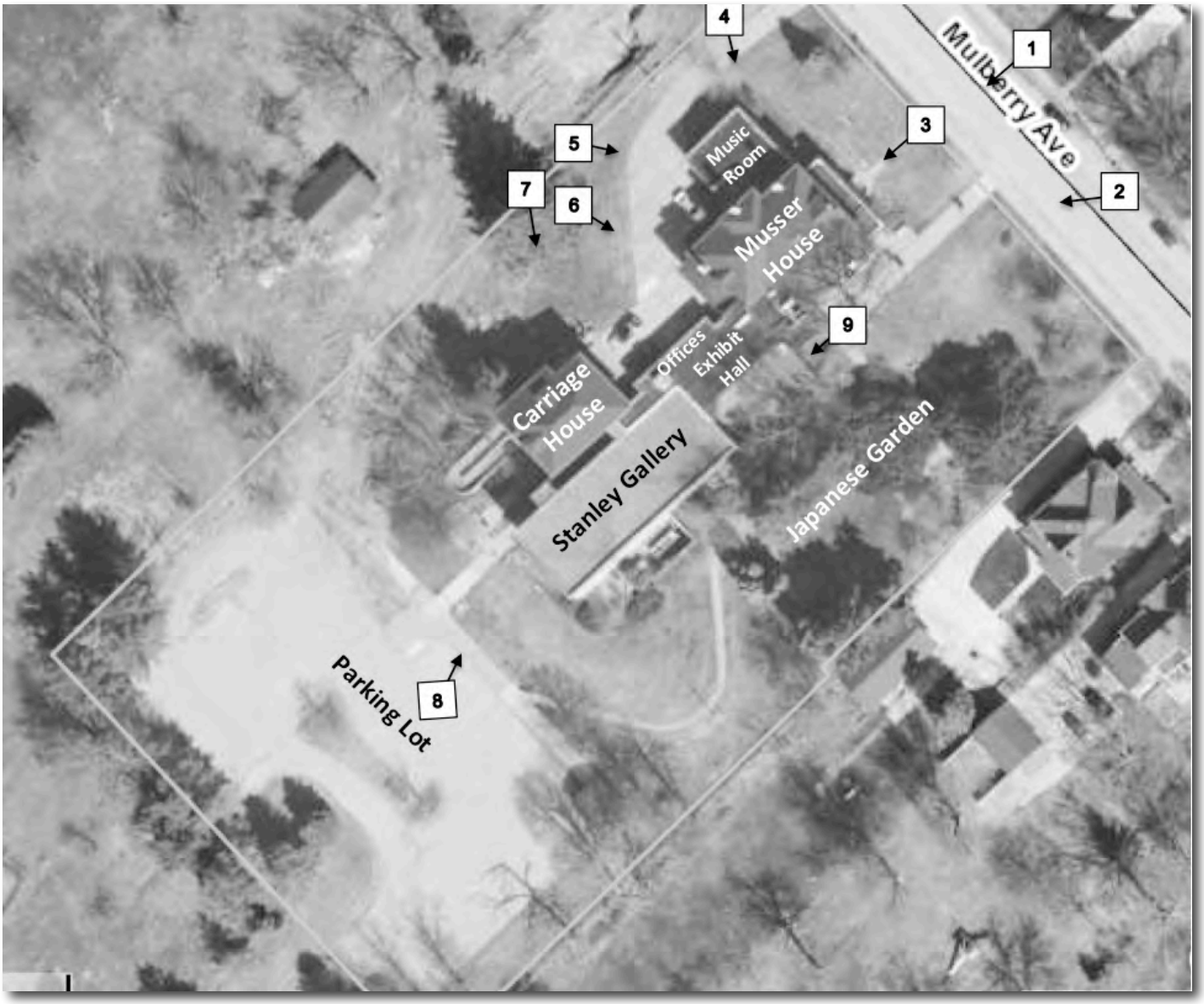


Figure 5. Site Plan and Photo Key (Photos 1 - 9) N⬆

Base aerial view: Muscatine County Assessor website 2015

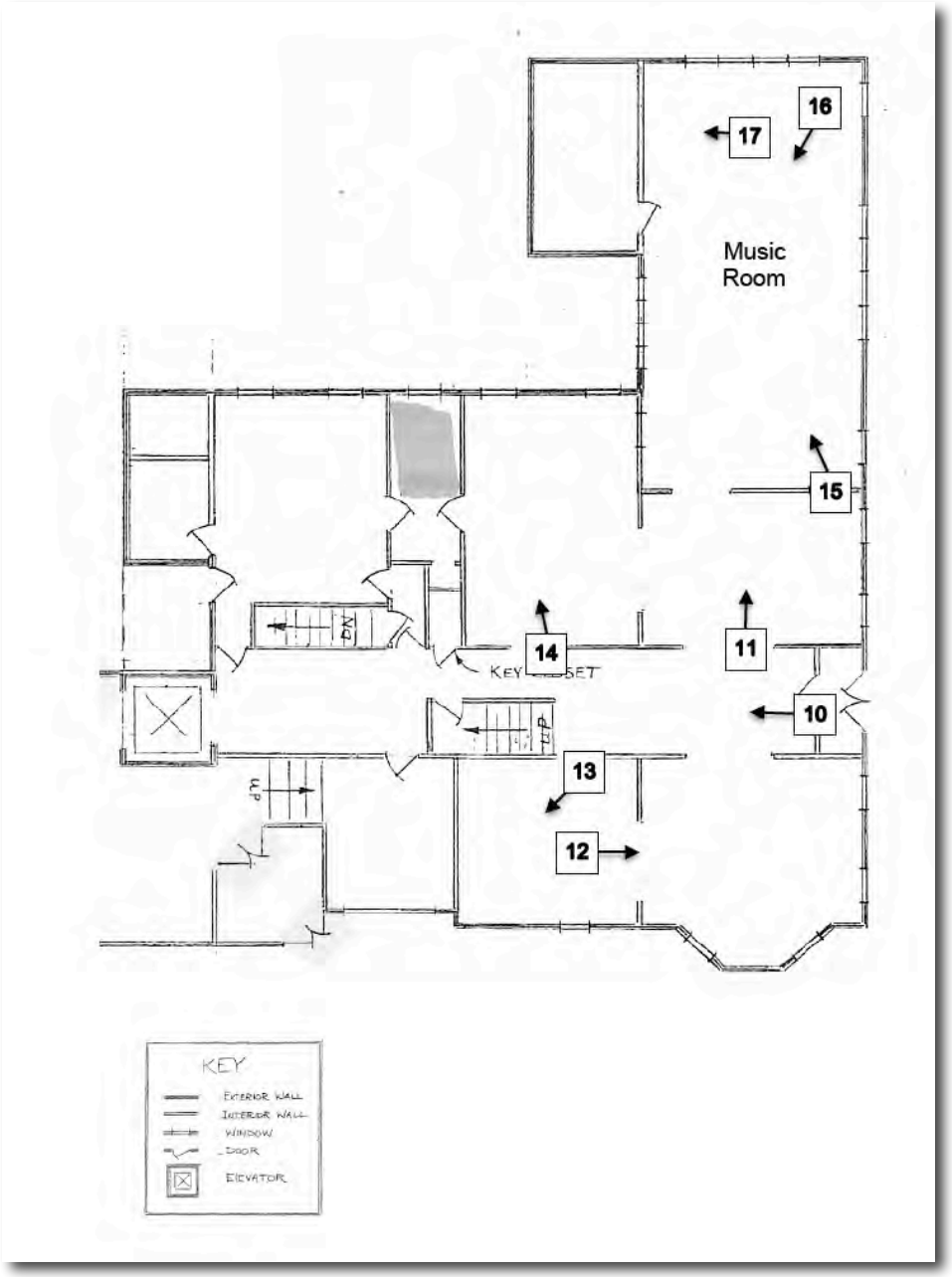


Figure 6. First Floor Plan and Photo Key (Photos 10 - 17) N⬆
Source: Barb Veal, Stanley Consultants, 2004

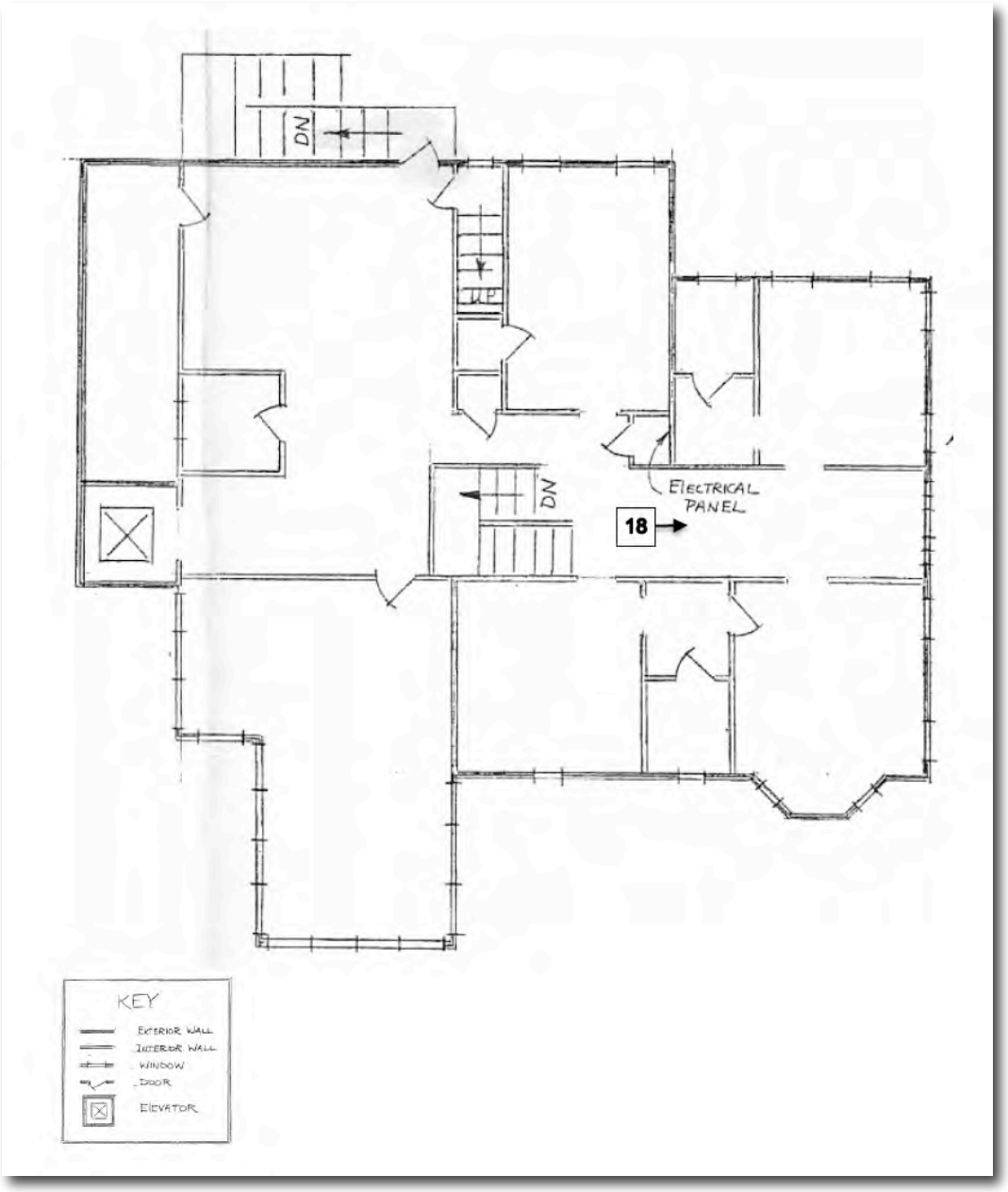


Figure 7. Second Floor Plan and Photo Key (Photo 18) N⬆
Source: Barb Veal, Stanley Consultants, 2004

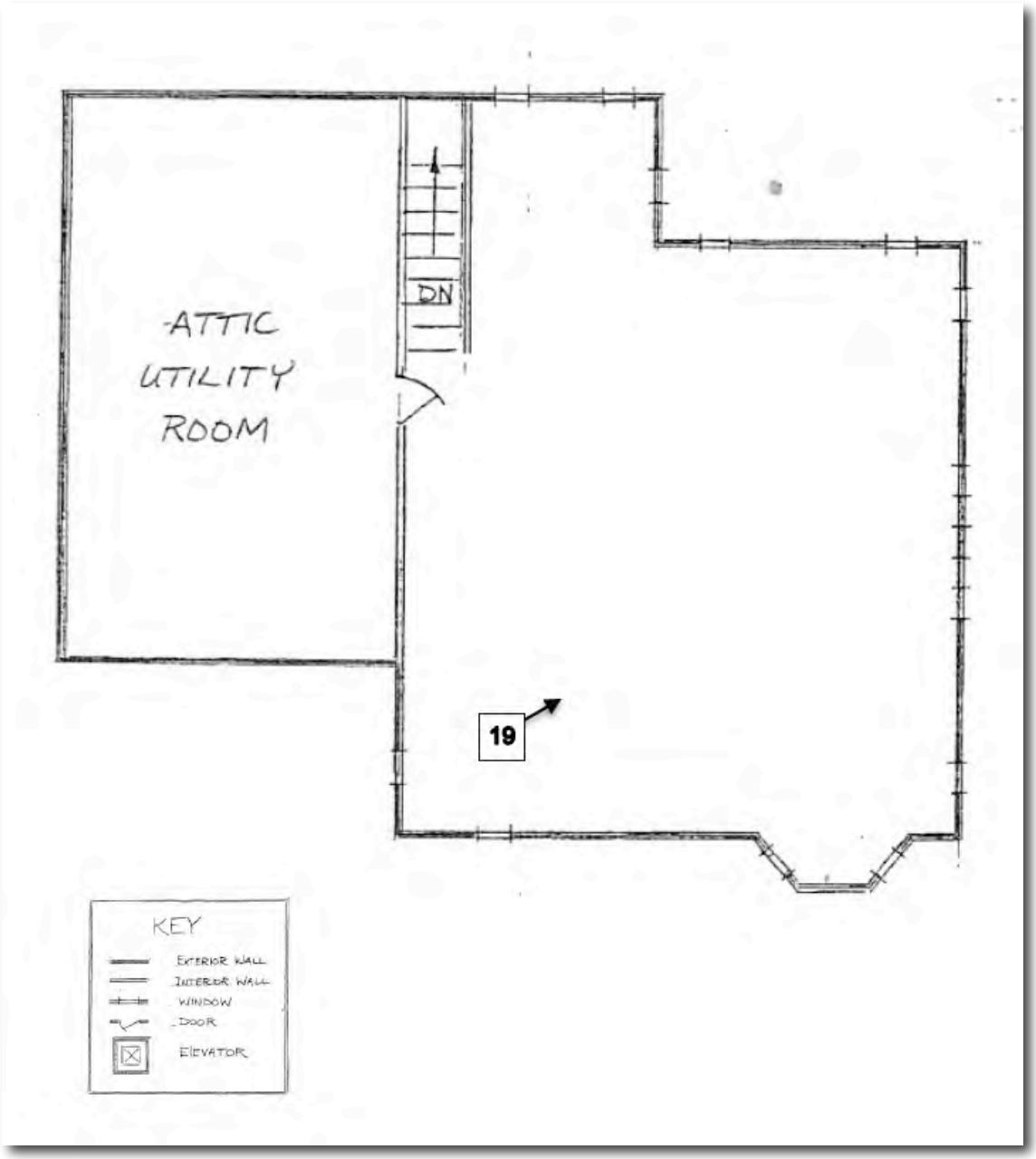


Figure 8. Attic Floor Plan and Photo Key (Photo 19) N⬆
Source: Barb Veal, Stanley Consultants, 2004

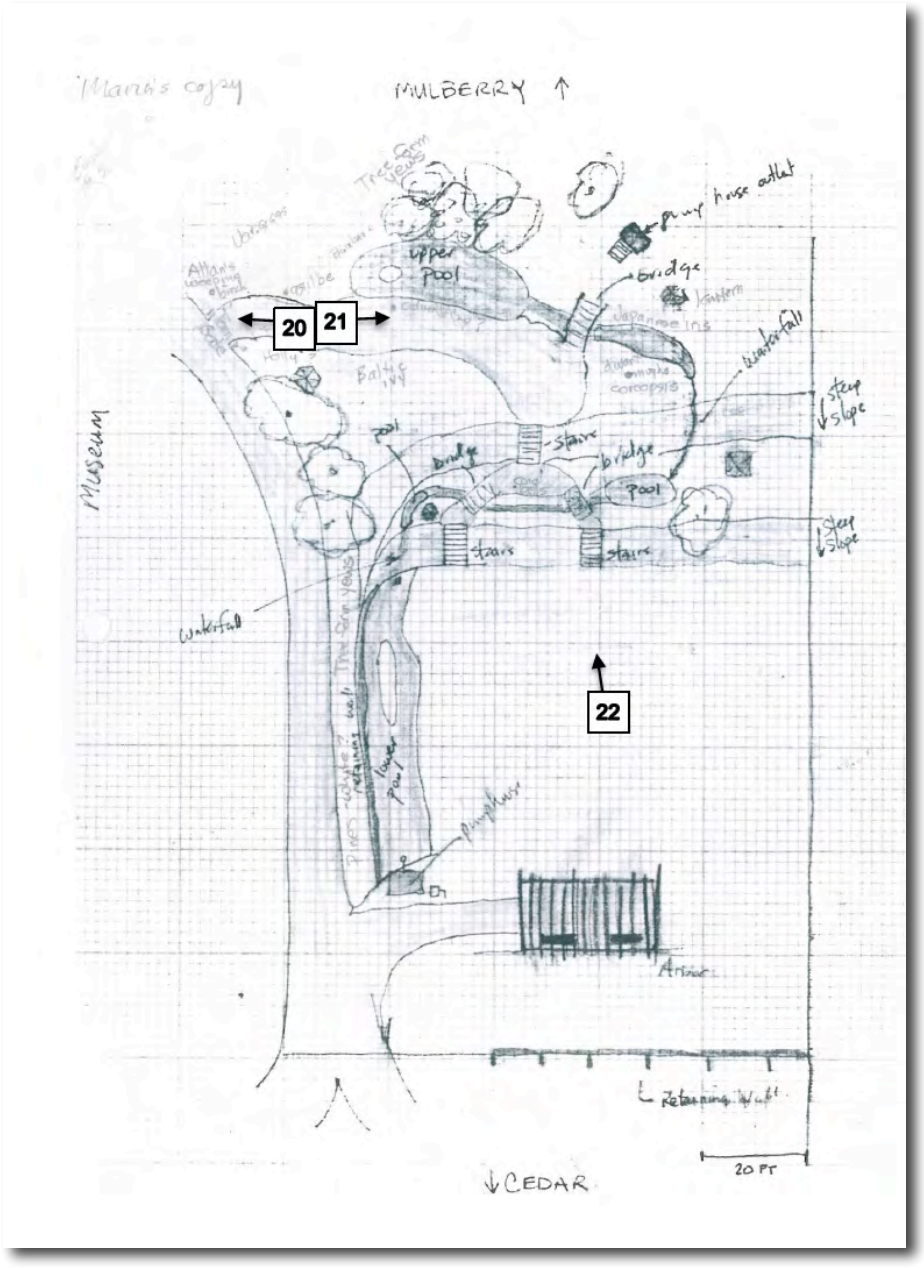


Figure 9. Sketch Map of Japanese Garden and Photo Key (Photos 20 - 22) N⬅
Source: Randy Elder, Landscape Architect, 1989

Figure 10. Laura Musser McColm House soon after completion, c.1908. The figure standing at the front door is likely Peter Musser. Source: Muscatine Art Center, Muscatine, Iowa

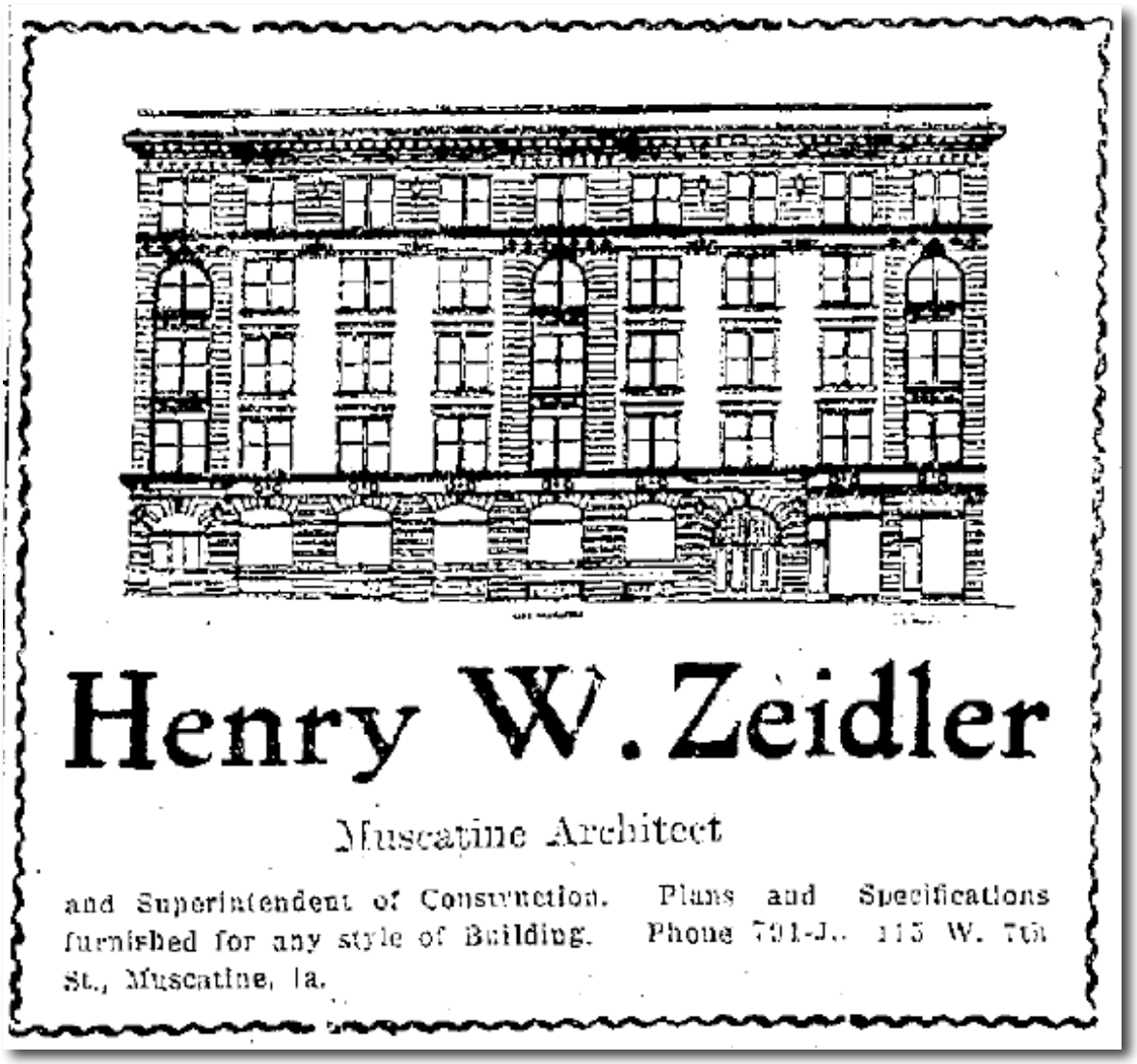


Figure 11. Advertisement for Henry W. Zeidler, Muscatine Architect, 1912
Source: *Muscatine Journal*, December 14, 1912

Figure 12. Musser McColm House with front porch screened-in, c.1910
Source: Muscatine Art Center, Muscatine, Iowa

Figure 13. View north of Laura Musser McColm House, c.1910s. Note the barn behind the house. The extant Carriage House was built sometime before 1926.
Source: Muscatine Art Center, Muscatine, Iowa

Figure 14. View north of the Laura Musser McColm House, c.1925. Note the second floor sleeping porch has been built above the porte-cochere. Source: Muscatine Art Center, Muscatine, Iowa

Figure 15. 1314 Mulberry Avenue, 1926. Note the Music Room (right) and Carriage House (left). **Source: Muscatine Art Center, Muscatine, Iowa**

Figure 16. Postcard view south of "Mulberry Ave., Muscatine IA," c.1910s, showing the Laura Musser McColm House before the Music Room addition. Source: Muscatine Art Center, Muscatine, Iowa

Figure 17. Laura Musser McColm with her father, Peter Musser, in their new automobile at the rear of the Mulberry Avenue residence, c.1910. The photo was taken by Oscar Grossheim, Muscatine photographer.
Source: Muscatine Art Center, Muscatine, Iowa

Figure 18. View of original porte-cochere and drive before sleeping porch was added above, early 1910s.
Source: Muscatine Art Center, Muscatine, Iowa

Figure 19. Laura Musser McColm at the rear of her Mulberry Avenue residence, c.1910s
Source: Muscatine Art Center, Muscatine, Iowa

Figure 20. Laura Musser McColm outside her Mulberry Avenue residence, c.1930.
Source: Muscatine Art Center, Muscatine, Iowa

August, 1920 COUNTRY LIFE 77

THE ESTEY RESIDENCE PIPE ORGAN

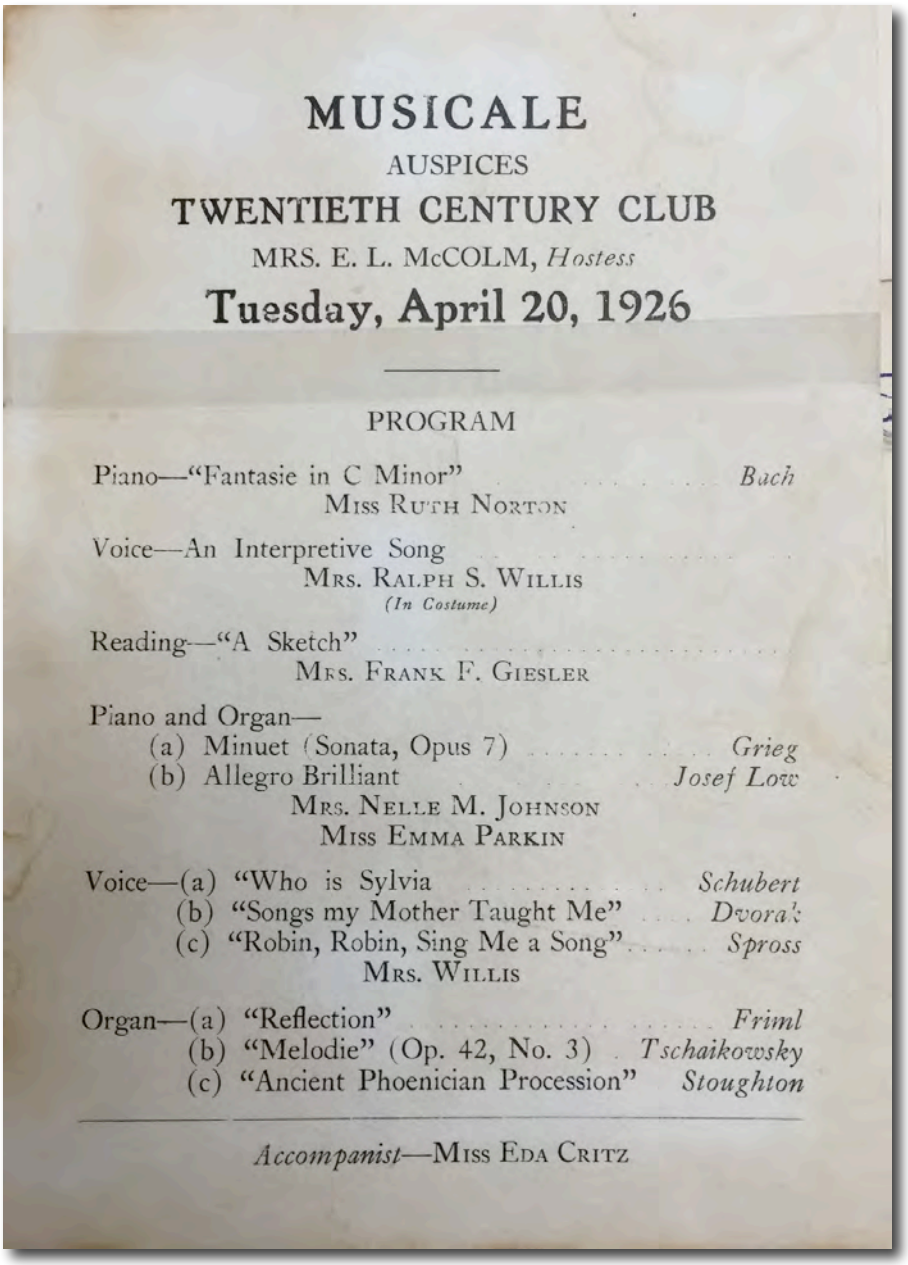
All the pleasure you are able to get out of music is deepened by hearing that music played on the pipe organ. And all that pleasure is enhanced when the pipe organ is your own, installed in your home, to be played at your command. It gives from its tremendous storehouse of harmonies as easily as the simplest music box. But the music it gives is the music of orchestras, played only as orchestras can play it, for the organ is really an orchestra. Its sets of pipes are each a separate instrument, the mingling of which under the leadership of a skillful conductor is what makes the symphony orchestra what it is.

The Estey Perforated Rolls give you the skillful conducting, and the Estey Organ gives you the orchestra's instruments.

The Estey Organ Company, *Brattleboro, Vermont*; Studios in New York, 11 West 49th Street; *Philadelphia*, 1701 Walnut Street; *Chicago*, Lyon & Healy; *Boston*, 120 Boylston Street; *Los Angeles*, 633 South Hill Street.

Digitized by Google

Figure 21. Ad for the Estey Residence Pipe Organ, 1920. Laura Musser McColm ordered one for herself at a cost of $10,500. The new Music Room was built in 1922 to house the pipe organ. **Source: *Country Life* (August 1920)**



MUSICALE

AUSPICES

TWENTIETH CENTURY CLUB

MRS. E. L. McCOLM, *Hostess*

Tuesday, April 20, 1926

PROGRAM

Piano—"Fantasie in C Minor" ..... *Bach*
Miss Ruth Norton

Voice—An Interpretive Song .....
Mrs. Ralph S. Willis
(In Costume)

Reading—"A Sketch" .....
Mrs. Frank F. Giesler

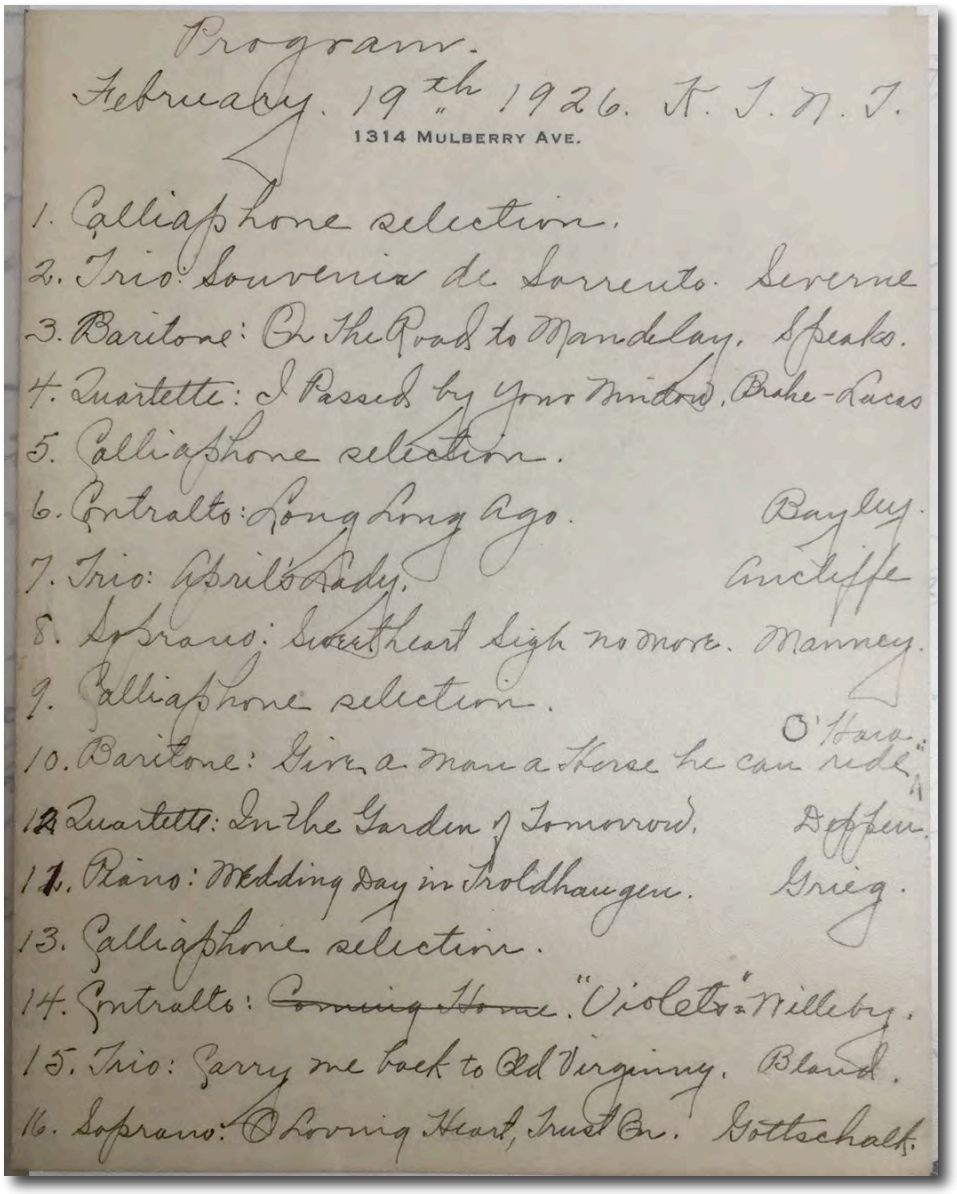
Piano and Organ—
(a) Minuet (Sonata, Opus 7) ..... *Grieg*
(b) Allegro Brilliant ..... *Josef Low*
Mrs. Nelle M. Johnson
Miss Emma Parkin

Voice—(a) "Who is Sylvia ..... *Schubert*
(b) "Songs my Mother Taught Me" ..... *Dvorak*
(c) "Robin, Robin, Sing Me a Song" ..... *Spross*
Mrs. Willis

Organ—(a) "Reflection" ..... *Friml*
(b) "Melodie" (Op. 42, No. 3) ..... *Tschaikowsky*
(c) "Ancient Phoenician Procession" *Stoughton*

Accompanist—Miss Eda Critz

Figure 22. Program of Musicale hosted by Laura Musser McColm at her residence for fellow members of the Twentieth Century Club in 1926. The musical program was typical for Musser McColm's club meetings, which took place in the Music Room. Source: Muscatine Art Center Archives



Program.
February. 19th 1926. K. T. N. T.
1314 MULBERRY AVE.

1. Calliaphone selection.
2. Trio: Souvenir de Sorrento. Severne
3. Baritone: On the Road to Mandelay. Speaks.
4. Quartette: I Passed by Your Window. Brahe-Lucas
5. Calliaphone selection.
6. Contralto: Long Long Ago. Bayley.
7. Trio: April Lady. Ancliffe
8. Soprano: Sweetheart Sigh no more. Manney.
9. Calliaphone selection.
10. Baritone: Give a man a horse he can ride. O'Hara.
12. Quartette: In the Garden of Tomorrow. Dorffen.
11. Piano: Wedding Day in Troldhaugen. Grieg.
13. Calliaphone selection.
14. Contralto: ~~Coming Home~~. "Violets." Willeby.
15. Trio: Carry me back to Old Virginny. Bland.
16. Soprano: O Loving Heart, Trust On. Gottschalk.

Figure 23. Laura Musser McColm's musical program for a K.T.N.T. radio broadcast in 1926. K.T.N.T. was Muscatine's first radio station. According to one of her former maids, Elizabeth Carlson, Musser McColm's weekly singing lessons were also often broadcast over the radio. Source: Muscatine Art Center Archives

Figure 24. Laura Musser McColm and two fellow clubwomen dressed in early Colonial American costumes at a club meeting in the Music Room, early 1930s
Source: Muscatine Art Center, Muscatine, Iowa

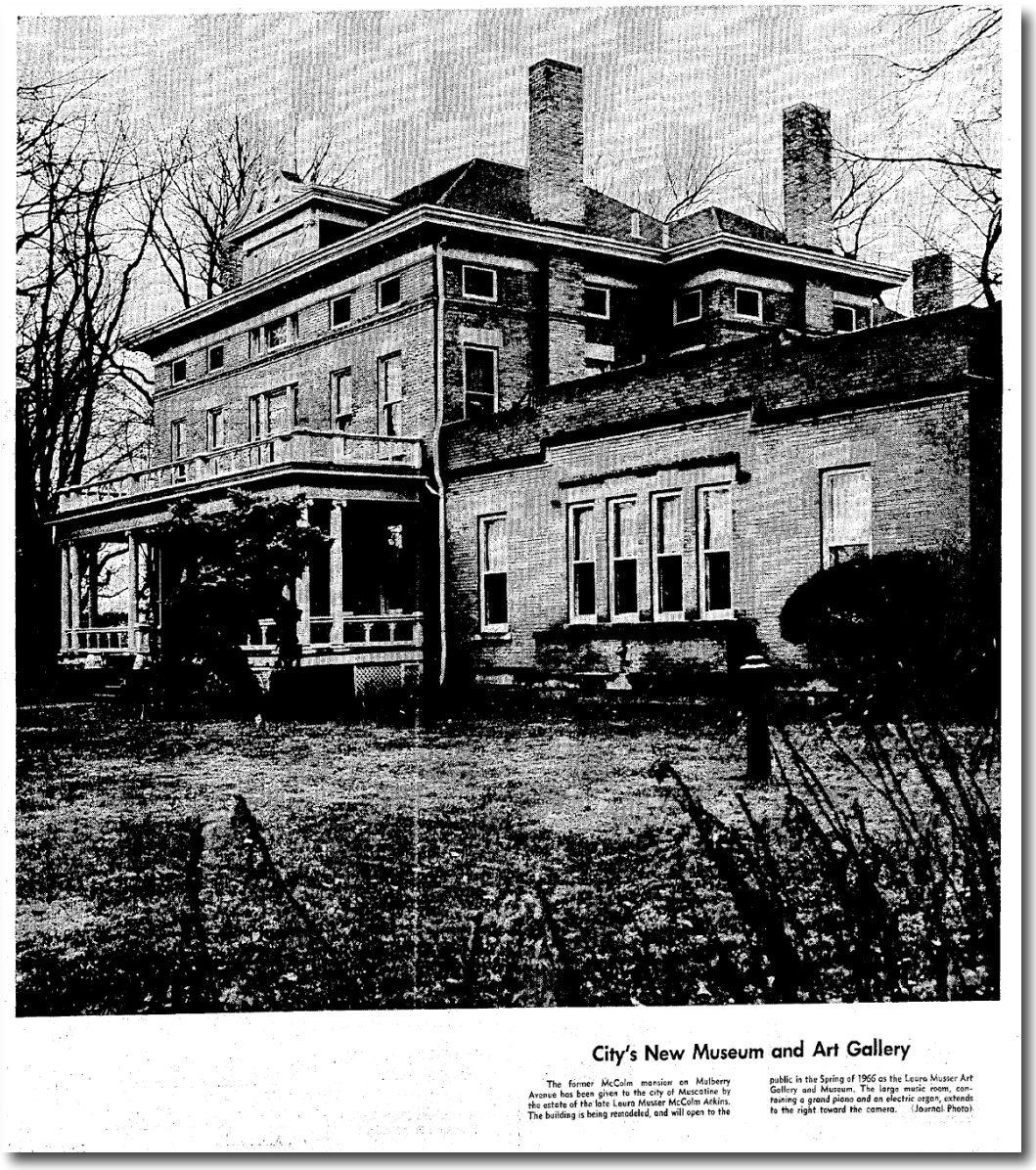
Figure 25. Laura Musser McColm and fellow members pose as Hollywood stars of the era in the Music Room during the Twentieth Century Club's Annual Gala Day, 1931. Laura Musser McColm, dressed as Bebe Daniels, is standing at far right. Photo by J.A. Chamberlin. Source: Muscatine Art Center, Muscatine, Iowa

Top Row
Mrs. Frank Giesler as Tom Mix (Silent & Western Film Star)
Mrs. Frank Drake as Marion Davies (Silent & Sound Film Star)
Mrs. Webster Hakes as Mary Arden (Silent & Sound Film Star)
Mrs. Charles Hendriks as John Barrymore (Theater, Silent & Sound Film Star)
Mrs. Harriet Heidel as Ramon Navarro (Silent Film Star)
Mrs. Harriet Randall as Pauline Fredericks (Silent & Sound Star)
Mrs. C.C. Hakes as Ruth Chatterton (Broadway & Film Star)

Second Row
Mrs. J.E. Hoopes as Emily Fitzroy (Film Star)
Mrs. R.S. Willis as Clara Bow (Silent & Sound Film Star)
Mrs. J.T. Martin as Mary Pickford (Silent Film Star)
Mrs. C.H. Young as Zasu Pitts (Silent & Sound Film Star)
Mrs. Emma Parlan as Louise Fazenda (Silent & Sound Film Star)
Mrs. Ralph Reuling as Richard Dix (Silent & Sound Film Star)

Third Row
Mrs. E. C. Nichols as Billie Dove, Bessie Love (Silent & Sound Film Star)
Mrs. Fred Beach as Dorothy Gish (Silent & Sound Film Star)
Mrs. Elmer Steinmetz as a Theater Page
Mrs. E. W. Smith as Lewis Stone (Silent & Sound Film Star)
Mrs. Robert Thompson as Mary Carr (Silent & Sound Film Star)
Mrs. William McQuesten as Charles Chaplin (Producer, Director, Composer, Silent Film Star)
Mrs. W. R. Votaw as Colleen Moore (Silent Film Star)
Mrs. Raymond Titus as Polly Moran (Silent & Sound Film Star)
Mrs. F. H. Little as Douglas Fairbanks (Producer, Director, Screenwriter)
Mrs. E. L. McColm as Bebe Daniels (Theater, Radio, and Silent Film Star)

Front Row (seated)
Mrs. Will Downer as Lillian Gish (Theater, Silent & Sound Film Star)
Mrs. Austin Hoopes as Richard Barthelmess (Silent & Sound Film Star)
Mrs. Millar Riggs as Ethel Wales (Silent & Sound Film Star



City's New Museum and Art Gallery

The former McColm mansion on Mulberry Avenue has been given to the city of Muscatine by the estate of the late Laura Musser McColm Arkins. The building is being remodeled, and will open to the public in the Spring of 1966 as the Laura Musser Art Gallery and Museum. The large music room, containing a grand piano and an electric organ, extends to the right toward the camera. (Journal Photo)

Figure 26. The Laura Musser McColm property was donated by her heirs to the City of Muscatine in 1965 as a museum and art gallery. The Laura Musser Museum and Art Gallery opened to the public in 1966.
Source: *Muscatine Journal*, December 30, 1965

Figures 27 and 28. Views of the Dining Room in the Laura Musser Museum and Art Gallery not long after opening, c.1966. Source: Muscatine Art Center, Muscatine, Iowa

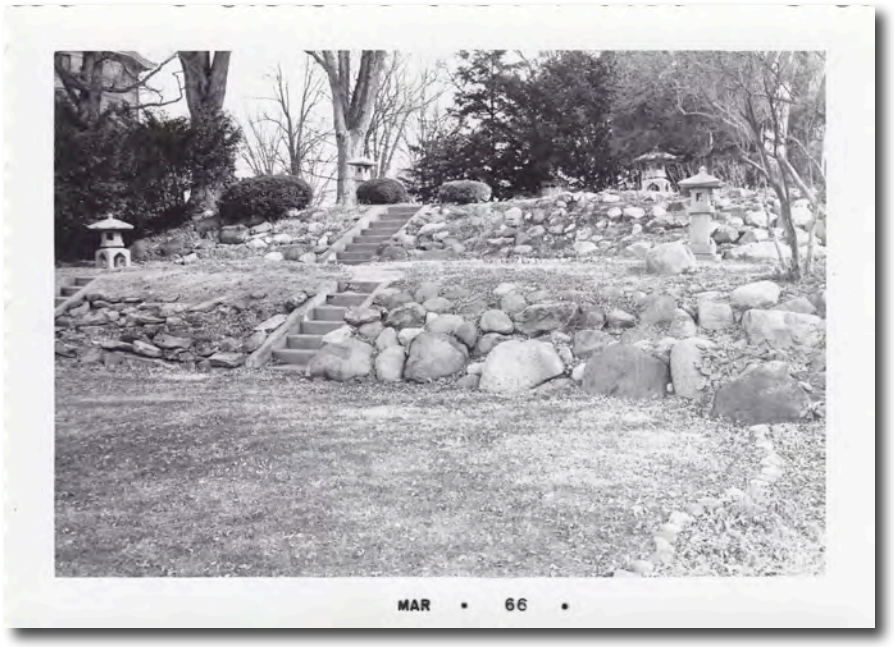
Museum's Large Music Room

The music room of the museum will be air conditioned. The Estey player pipe organ will be reconditioned. Both the organ and Steinway grand piano will be available for use at concerts and recitals. Lectures and board meetings will also be held there. Drapes will be hung at the windows and submerged flood lights will be installed in the ceiling.

Figure 29. The Music Room as furnished by Laura Musser McColm, 1965, and soon to be open as part of the Laura Musser Museum and Art Gallery. **Source: *Muscatine Journal*, December 30, 1965**

Figures 30 and 31. Views outside the Carriage House, probably 1920s, with gardener and chauffeur
Source: Muscatine Art Center, Muscatine, Iowa

Figures 32-35. Views in the Japanese Garden, probably 1930s
Source: Muscatine Art Center, Muscatine, Iowa



Figures 36 and 37. Views in Japanese Garden, 1966
Source: Muscatine Art Center, Muscatine, Iowa

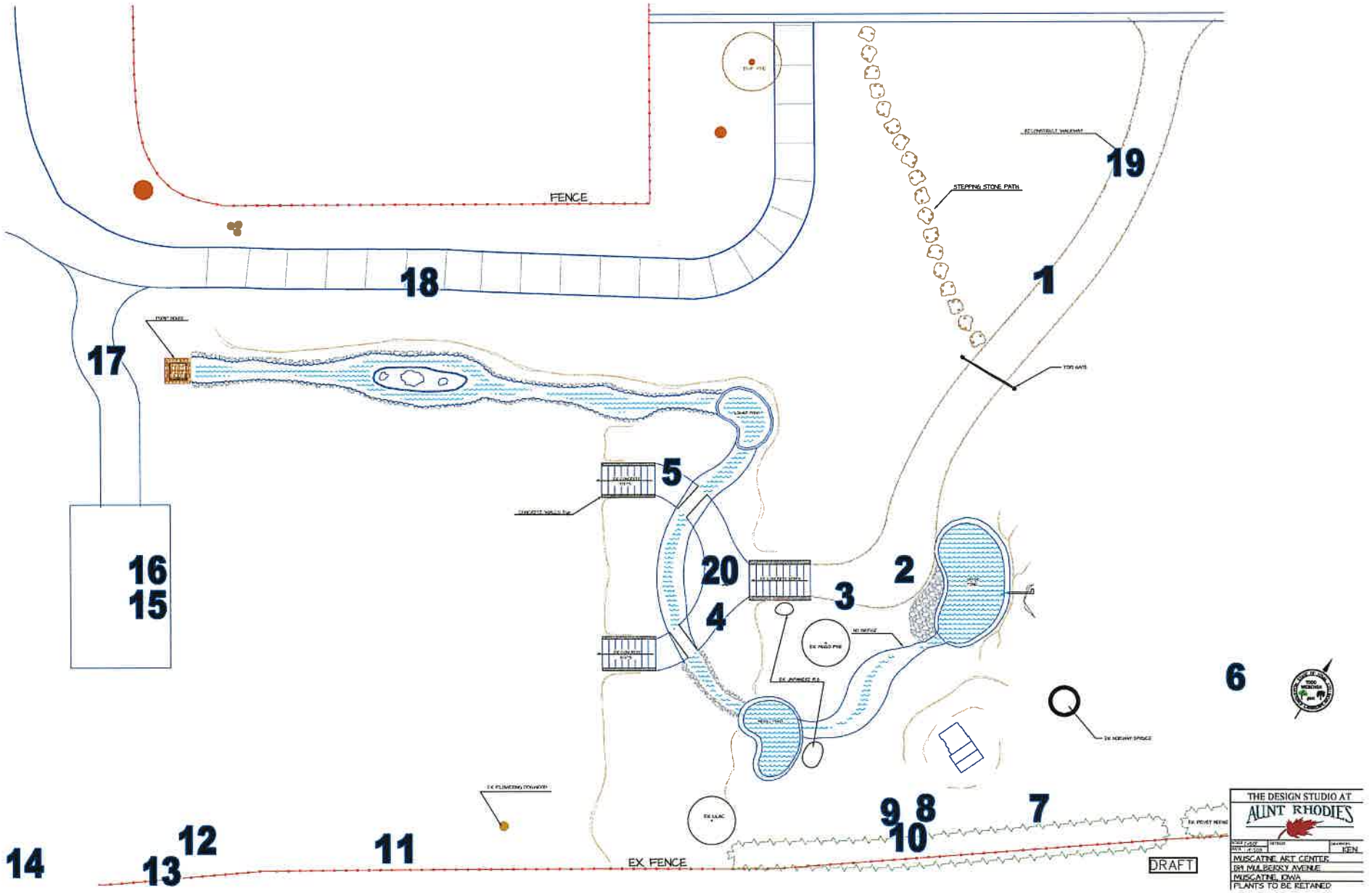
MUSCATINE
ART
CENTER

TOYOTA

stanley gallery

anley gallery

masser museum


FENCE
STEPPING STONE PATH
EX NORWAY SPRUCE
EX FENCE
DRAFT
THE DESIGN STUDIO AT
ALINT RHODIES
MUSCATINE ART CENTER
PLANTS TO BE RETAINED
1
2
3
4
5
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1. 75°E

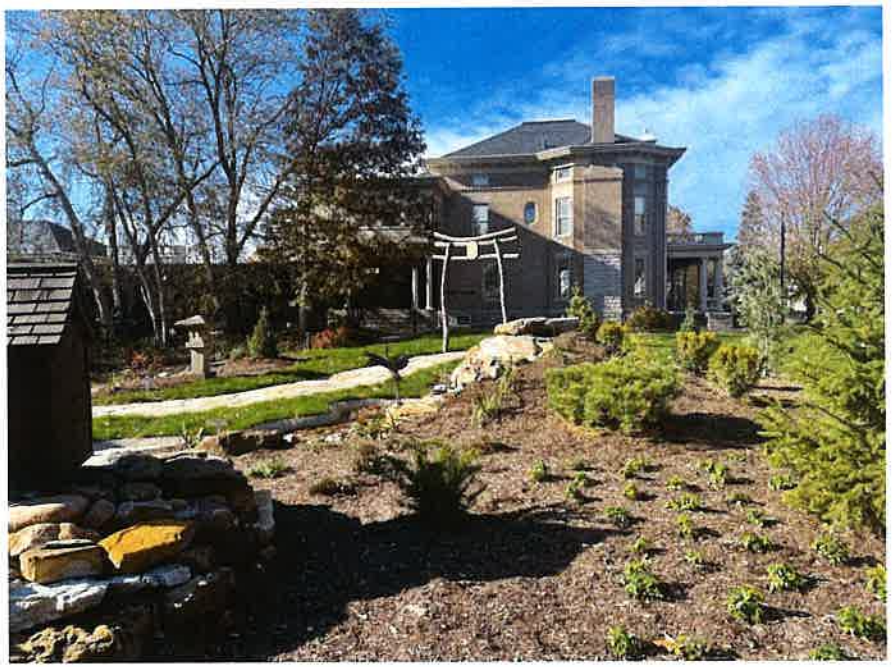
2. 330°NW

3. 45°NE

4. 45°NE

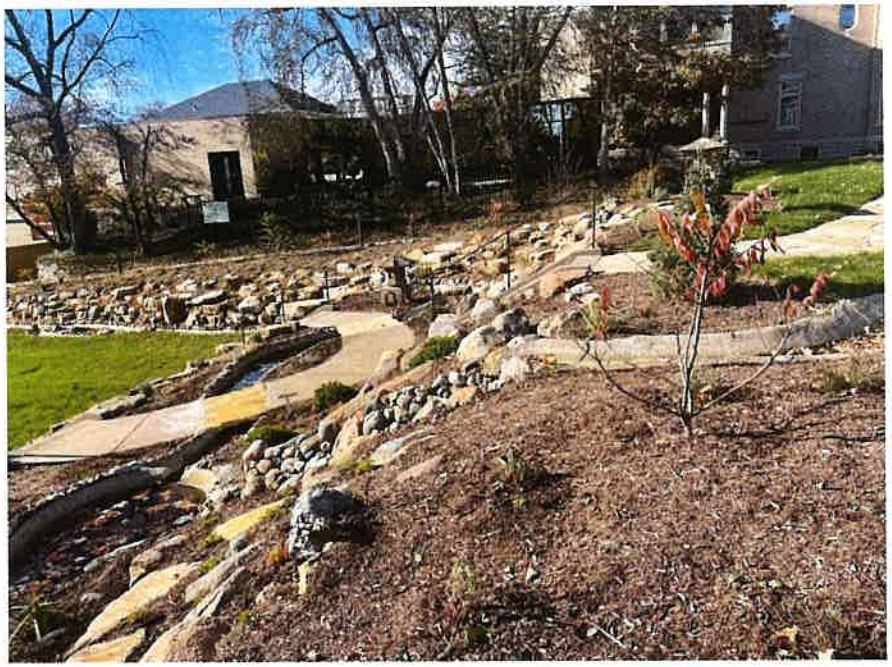
5. 25°NE

6. 258°W



7. 315°NW

8. 250°W



9. 215°SW

10. 160°S

11. 260°W

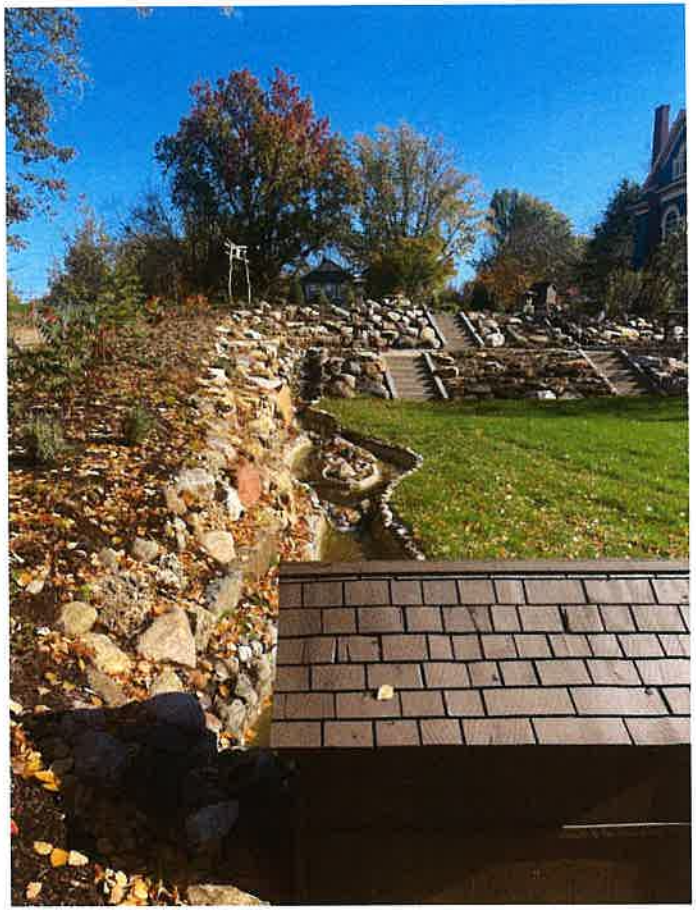
12. 290°W

13. 185°S

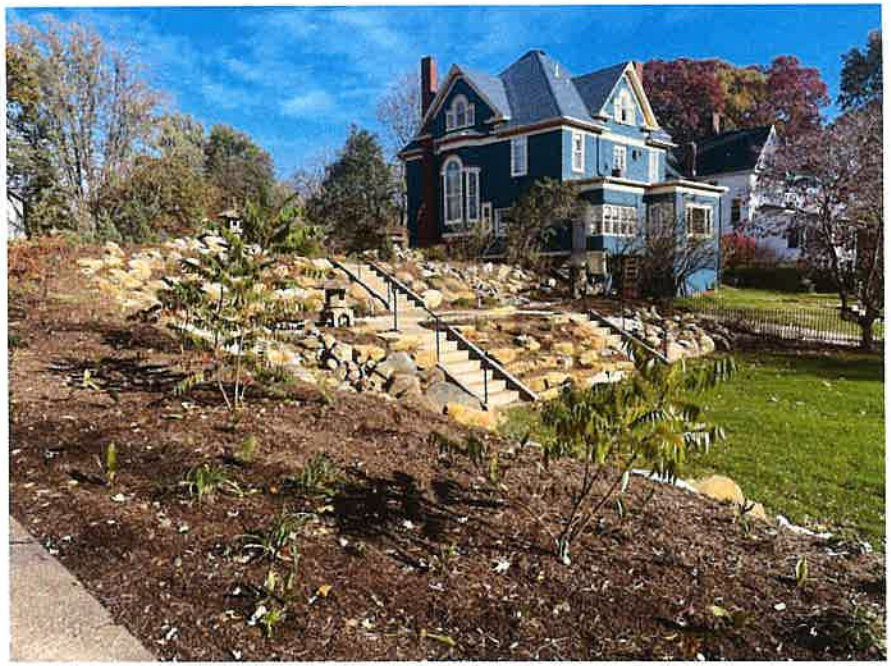
14. 215°SW

15. 325°NW

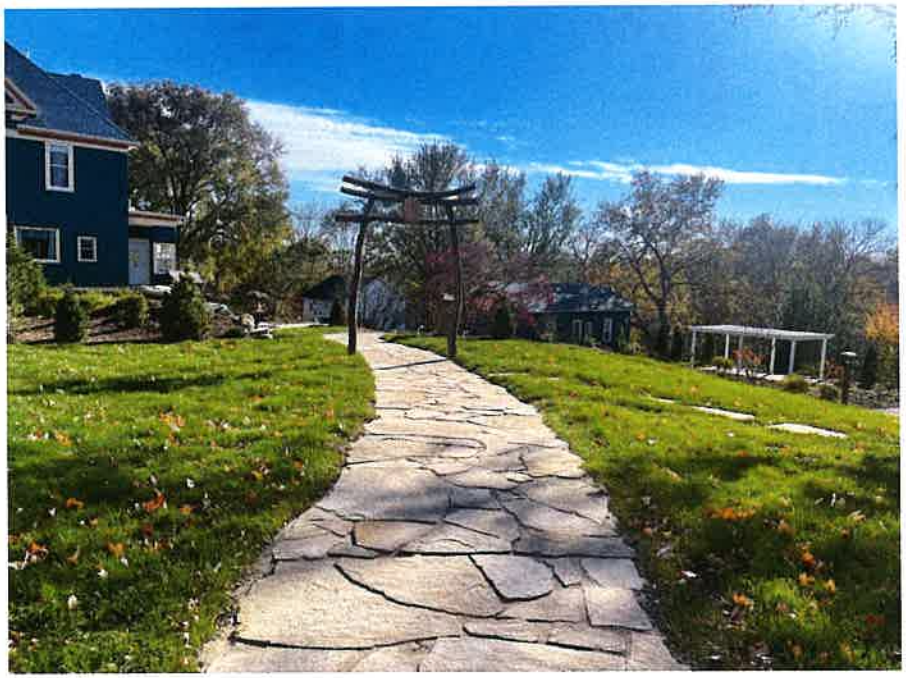
16. 270°W



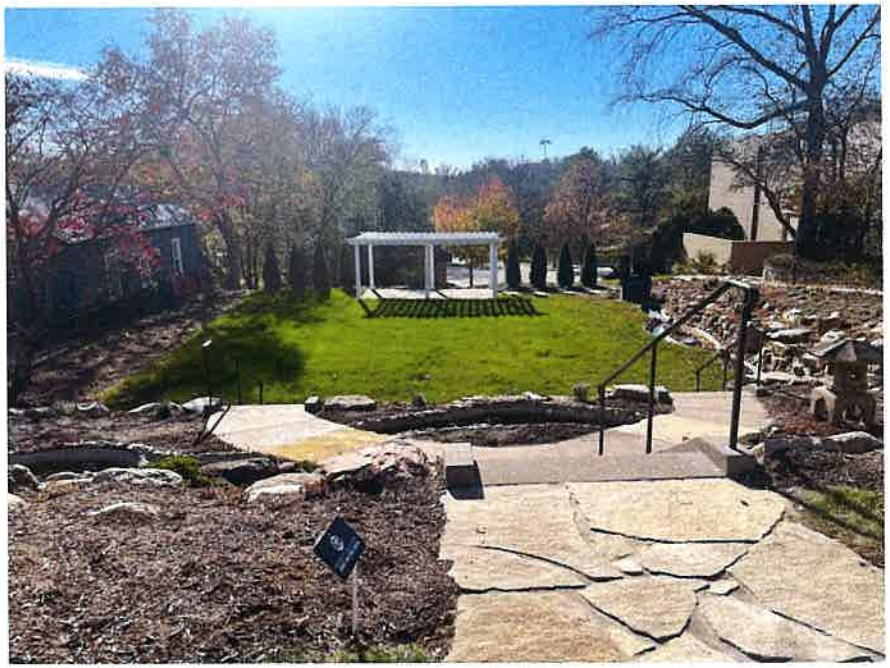
17. 55°NE



18. 15°N



19. 60°NE



20. 225°SW