

MUSCATINE CITY COUNCIL IN-DEPTH MEETING Thursday, March 14, 2024

Brad Bark, Mayor

Don Lampe, 1st Ward
Jeff Osborne, 2nd Ward
Peggy Gordon, 3rd Ward
Nadine Brockert, 4th Ward
John Jindrich, 5th Ward

Angie Lewis, At Large
Matt Conard, At Large
Carol Webb, City Administrator
Cinda Hilger, Admin. Professional
Brent Hinders, City Attorney

City Council meetings are held at 6:00 pm on the 1st and 3rd Thursday of each month, In-depth sessions 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>

<https://us06web.zoom.us/j/82551691259?pwd=NERydEJOan>

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. COUNCIL DISCUSSION ITEMS

- A. Presentation and request for Support of an Application to the Iowa Economic Development Authority by GIP LLC for Workforce Housing Tax Credits for the Palms Drive Development

- B. Presentation by Terry Martin regarding slough pumping and proposing a cost share agreement
- C. Presentation on Miracle Field Project

Presentation on Miracle Field Project by Parks and Recreation Staff

- D. Discussion on Parks and Recreation Capital Project Updates
- E. Discussion regarding the FY 2024/2025 Funding Amount for the Muscatine Humane Society

5. **MAYOR AND COUNCIL REPORTS**

6. **ADJOURNMENT**



City of Muscatine

ITEM NUMBER

IN-DEPTH ITEM - CITY COUNCIL

DATE: 3/14/2024

STAFF

Carol Webb, City Administrator

SUBJECT FOR DISCUSSION

Presentation and request for Support of an Application to the Iowa Economic Development Authority by GIP LLC for Workforce Housing Tax Credits for the Palms Drive Development

EXECUTIVE SUMMARY

GIP, LLC is planning the development of a 24 unit apartment complex at 3612 Palms Drive and is seeking financial assistance from the Iowa Economic Development Authority (IEDA) Workforce Housing Tax Credit Program. An application to the Program requires a resolution of support from the City and a financial match from the City of at least \$1,000 per unit.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Does City Council support bringing forward a resolution supporting the project and committing \$24,000 in financial assistance to the proposed Palms Drive Development?

BACKGROUND/DISCUSSION

GIP, LLC is planning the development of a 24 unit apartment complex at 3612 Palms Drive and is seeking financial assistance from the Iowa Economic Development Authority (IEDA) Workforce Housing Tax Credit Program. An application to the Program requires a resolution of support from the City and a financial match from the City of at least \$1,000 per unit.

GIP, LLC's history is as follows:

- 1996: Started in the residential real estate market with a single-family home rental.
- 2003: Acquired their first 12-unit apartment complex in Parkview, IA.
- 2008: Acquired 50% of a 36-unit apartment complex in Moline, IL. Later in 2011, purchased the remaining 50% of the complex.
- 2019: Acquired a 12-unit apartment complex in Moline, IL.
- 2022: Purchased the lot on Palms Drive in Muscatine and completed the site plan which was approved by the City of Muscatine.

Project Overview

The Palms Drive Development site will consist of two 12-unit apartment buildings for a total of twenty-four apartments. Each apartment unit will be approximately nine hundred square feet and consist of the following:

- 2 Bedrooms
- 1 Full Bathroom
- 1 Half Bathroom
- In Unit Laundry
- Kitchen w/Stove, Refrigerator, & Dishwasher
- Dining Room
- Living Room
- Balcony

The complex will offer secured entrances with key access only for tenants and guests. The first floor of the buildings will be constructed of brick with the two additional floors constructed of cement siding. Todd Hackett Construction of Muscatine, IA is the general contractor we will be working with to construct the apartment complex.

Support Requested

Within the state of Iowa there is a workforce housing tax incentive program for developers to apply for tax benefits. As part of this incentive program, there are certain requirements the developer must meet to apply for the incentive, which include:

- Resolution of support from the city is required.
- A local financial match of at least \$1,000 per unit is required.

Staff Note:

City staff are proposing to provide the match via a discounted rate on sewer connection fees. The planned connection fee for this parcel (\$9,137) was based on the assumption that commercial development would occur in this location. The use of the parcel has since changed to residential, which has a per-unit connection fee which would total \$32,880. Staff proposes to reduce the residential connection fee by \$23,743 to equal the planned connection fee for commercial development. In addition, staff proposes to provide \$257 in the form of a housing grant to provide the minimum \$1,000 per unit required in the Workforce Housing Tax Credit application.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2024-201

IN-DEPTH ITEM - CITY COUNCIL

DATE: 3/14/2024

STAFF

Carol Webb, City Administrator

SUBJECT FOR DISCUSSION

Presentation by Terry Martin regarding slough pumping and proposing a cost share agreement

EXECUTIVE SUMMARY

Terry Martin, representing Louisa Muscatine Drainage District #13, is requesting that the City pay for a portion of the costs associated with pumping the City's storm water runoff from the western and southern parts of town out of the Muscatine Slough and into the Mississippi River. The cost share proposed is \$5000 annually, which equates to 177,000,000 gallons pumped multiplied by the cost to pump of \$28.25 per million gallons. If approved, the City would enter into a contract with the Drainage District articulating the payment and other conditions.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Does the City Council support entering into an agreement with the Louisa-Muscatine Drainage District #13 for drainage pumping costs of \$5,000 annually and other related terms?

BACKGROUND/DISCUSSION

The City of Muscatine utilizes the Muscatine Slough to receive storm water runoff from the Western and Southern parts of the City. The Louisa-Muscatine Drainage District #13 has jurisdiction over the Muscatine Slough, its main drainage ditch, partly within and continuing west of the City. Section 468.130 of the Code of Iowa provides that the Drainage Board may, by contract, permit the City to discharge its storm water into Muscatine Slough. Prior to 2011, the City made just one negotiated payment of \$20,000 to the Drainage District. In 2011, the City entered into a 5-year agreement to pay the drainage district \$5,000 per year to permit the City to discharge its storm water into the slough. As a condition of the permit, the City kept pumping logs documenting the hours of operation of the two pumps adjacent to Houser Street and provided the Drainage Board with written documentation of the hours of operation at least semiannually. This agreement expired in 2017 and was not renewed.

The Drainage District trustees attempted to annex additional properties into the district in 2016. The trustees sought to include essentially all residential, commercial, and industrial properties in the Muscatine Island area into the drainage district. Several property owners

contested the annexation in court. In September 2017, a district court judge ruled that the attempted annexation was done illegally. The judge ruled that the district did not comply with the requirement set out in Iowa law that districts with pumping stations must get consent from one-third of the landowners sought to be annexed. Because of this, the judge ruled that the annexation could not go forward. The trustees did not appeal this ruling.

The Drainage District is now approaching the City requesting that the City enter into a new pumping cost-share agreement with terms similar to those included in the 2011 agreement.

ATTACHMENTS

1. 2011 Drainage District agreement

CITY ADMINISTRATOR

MEMORANDUM

Date: September 13, 2011
To: Mayor O'Brien and Muscatine City Council
From: Gregg Mandsager, City Administrator
Re: Drainage District Agreement

Introduction: Please see the attached 5-year agreement with Board of Trustees for the Muscatine-Louisa Drainage District No. 13, which sets out payment for utilization of the drainage area under control of the District.

Background: The City of Muscatine utilizes the Muscatine Slough to receive storm water runoff from the Western and Southern parts of town. The Muscatine-Louisa Drainage District has jurisdiction over the Muscatine Slough, its main drainage ditch, partly within and continuing west of the City. Section 468.130 of the Code of Iowa provides that the Drainage Board may by contract permit the City to discharge its storm water into Muscatine Slough. Historically, the City has made just one negotiated payment of \$20,000 to the Drainage District.

Based on the attached agreement, the City of Muscatine will pay the Drainage Board \$10,000.00 in full and complete satisfaction of any amounts due for use of Muscatine Slough in prior years. This payment will be made on or before December 31, 2011. Thereafter the City of Muscatine will pay the Drainage Board \$5,000.00 per year no later than July 7 of each year commencing in July 2012 and continuing until July 2016. As a condition of the permit, the City will keep pump logs documenting the hours of operation of the two pumps adjacent to Houser Street and provide the Drainage Board written documentation of the hours of operation at least semiannually until June 30, 2017.

Recommendation: City Staff recommends City Council approval of this agreement in full satisfaction of all claims that the District may have to date and over the next five years.

CONTRACT FOR THE MUSCATINE SLOUGH PERMIT

This contractual agreement and release (the "Contract") is made and entered into by and between the Board of Trustees of Muscatine-Louisa Drainage District No. 13 (hereinafter referred to as "District") and the City of Muscatine, Iowa (hereinafter referred to as the "City").

WHEREAS, the City has for many years utilized a drain locally known as Muscatine Slough to receive storm water runoff from within the City; and

WHEREAS, as a result of the City's sewer separation projects there will be an increase in said runoff in the future; and

WHEREAS, the District has jurisdiction over Muscatine Slough, its main drainage ditch, partly within and continuing west of the City to a pumping station; and

WHEREAS, the Code of Iowa provides that the District may by contract permit the City to discharge its sewage into Muscatine Slough; and

WHEREAS, the parties desire to enter into this Contract embodying their mutual understanding and promises;

NOW THEREFORE, for and in consideration of the releases and covenants contained herein, and further good and valuable consideration the receipt and sufficiency of which is expressly acknowledged by each of the parties hereto, it is agreed as follows:

Section 1. Permit and other Consideration. Upon the execution of this Contract by both parties, and the payment of the initial amount by the City to the District, as set forth below, a permit to discharge will be granted by the District to the City under the following terms:

- A. The City will pay the District the initial amount of ten thousand dollars (\$10,000.00) for the City's use of Muscatine Slough in the past and through June 30, 2011, which payment will be made on or before December 31, 2011.
- B. The City will pay the District five thousand dollars (\$5,000.00) per year no later than July 7th of each year, commencing in July 2012 and continuing until July 2016, with the permit remaining in effect until June 30, 2017.
- C. As a condition of the permit, the City agrees to keep pump logs documenting hours of operation of the two pumps adjacent to Houser Street and to provide the District written documentation of the hours of operation at least semi-annually upon request until the permit expires.
- D. Unless a party provides written notice of termination six (6) months prior to the expiration of this Contract, the parties agree to engage in good faith negotiations concerning the terms of a subsequent Contract. In the event the parties are unable

to reach a voluntary agreement, they agree to equally share the costs (not including attorney's fees) to submit any disputes to mediation.

Section 2. The District's Release. Based on the consideration identified herein, District agrees to release, acquit and forever discharge City—and its present or past elected officials, officers, appointees, affiliates, subsidiaries, agents, representatives, employees, managers, insurers, legal representatives and assigns—from any and all claims, demands and or causes of action, recognized at law or in equity, founded upon statute, common law or administrative regulation, known or unknown, secreted or concealed, mature or not yet mature, that District does or may possess against City or which relates in any way to the threatened legal action. This includes, but is not limited to, any claim that is alleged or that could be alleged by District or on its behalf at the present time.

Section 3. The City's Release. Based on the consideration identified herein, City agrees to release, acquit and forever discharge District—and its present or past elected trustees, officials, officers, appointees, affiliates, subsidiaries, agents, representatives, employees, managers, insurers, legal representatives and assigns—from any and all claims, demands and or causes of action, recognized at law or in equity, founded upon statute, common law or administrative regulation, known or unknown, secreted or concealed, mature or not yet mature, that City does or may possess against District or which relates in any way to the threatened legal action. This includes, but is not limited to, any claim that is alleged or that could be alleged by City or on its behalf at the present time.

Section 4. Joint Representations and Warranties. The parties to this Release represent and warrant to each other that: (a) this Release represents a compromise settlement of disputed claims, the liability for which each party hereto has expressly denied. The execution of this Release by any party hereto shall not be deemed an admission of liability or fault on the part of any person or entity executing this Release; (b) the consideration provided in this Release is all the consideration any party hereto shall receive and there are no promises, written or oral, expressed or implied, for the receipt of any additional consideration made by any parties as to induce any party hereto to execute this Release; (c) each party to this Release has had an opportunity to review this Release with their own independent legal counsel prior to its execution and so executes this Release solely upon the reliance and advice of their own independent legal counsel and has not relied upon any conversation, writing or remark of any other party or legal counsel acting on behalf of any other party hereto; (d) this Release shall be binding on the parties, their heirs, administrators, representatives, executors, successors and assigns; (e) the parties acknowledge that they have not transferred, to any person or entity, any rights, causes of action or claims related in this Release; (f) there is no person, entity or organization which owns or can claim to own any interest in whole or in part any of the claims being released herein; and (g) each party is under no disability or contractual agreement that would limit the ability to enter into this Release and be fully bound of each of the terms contained herein.

Section 5. Construction of Release. This Release shall be construed and enforced according to the laws of the State of Iowa. Each of the parties hereto has independently had the opportunity to fully negotiate the terms hereof and modify the draftsmanship of this Release. The terms of this Release shall be construed and interpreted without any presumption, inference or

rule of law requiring the construction or interpretation of any provision of this Release against the interests of the party causing this Release to be drafted.

Section 6. Counterparts. There are multiple parties to this Release. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and in the making of proof thereof, it shall not be necessary to produce or account for more than one such counterpart.

Section 7. Integrated Release and Amendments. This is a fully integrated Release. This Release constitutes the entire Release between the parties pertaining to the subject matter of the Release and final compromise of any and all claims of the parties to this Release. This Release supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties hereto in connection with the subject matter contained within this Release. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Release shall be effective unless made in writing and signed by all of the parties. A waiver of any provision of this Release shall not be deemed a waiver of future compliance herewith and such provisions subject to a claim or waiver shall remain in full force and effect until the arbitrator issues a final determination that a waiver has occurred.

Section 8. Severability. Should any provision of this Release be deemed illegal, invalid or otherwise unenforceable, in whole or in part, the remainder of this Release shall be valid and enforceable to the fullest extent permitted by law. Additionally, the parties agree that any provision found to be illegal, invalid or otherwise unenforceable may, by court order, be redrafted to comply with existing law.

Section 9. Waiver. The failure to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms, and the waiver of any right or power under this Agreement at any time shall not be deemed a waiver of such right or power at any other time.

IN WITNESS WHEREOF the party below has executed this Agreement on the 19th day of Auguts 2011.

**The Board of Trustees of Muscatine-Louisa
Drainage District No. 13**


By: [NAME]
[TITLE] Trustee/Chairman

IN WITNESS WHEREOF the party below has executed this Agreement on the 15th day of September, 2011

CITY OF MUSCATINE, IOWA



By: Richard W. O'Brien
Richard W. O'Brien,
Mayor

Attest: Gregg Mandsager
Gregg Mandsager,
City Administrator



City of Muscatine

ITEM NUMBER 2024-253

IN-DEPTH ITEM - CITY COUNCIL

DATE: 3/14/2024

STAFF

Blake Allington, Program Supervisor
Richard Klimes, Parks and Recreation Director
Jeff Limburg, Athletic Facilities Supervisor

SUBJECT FOR DISCUSSION

Presentation on Miracle Field Project

EXECUTIVE SUMMARY

The purpose of this item is to provide City Council with an overview of the Miracle Field Project. This presentation will showcase the project background, cost estimates, and benefits of the Miracle Field.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Does City Council have any questions regarding the proposed Miracle Field Project?
Does City Council endorse the Miracle Field Project concept plan and cost estimate subject to outside funding?

BACKGROUND/DISCUSSION

The City of Muscatine Parks and Recreation have had requests to look into the creation of a Miracle Field at Kent-Stein Park. The Miracle Field Project is the development and construction of a cushioned, rubberized baseball diamond at Kent-Stein Park that is designed for disabled youths and adults to play baseball without any fear of injury. The playing field will utilize a rubberized surface similar to the surfaces used in City Parks. This project would allow for increased community support and allow for all citizens to participate and support each other.

City staff have reached out to local community organizations, school districts, and other municipalities who currently have a Miracle Field and have worked in collaboration to create this presentation. The cost estimate of this project is \$550,000-\$650,000 and would be subject to outside funding in the way of sponsorship, donations, grants, etc. This outside funding would also dictate the timeline of the project.

ATTACHMENTS

1. City of Muscatine Miracle Field Presentation

City of Muscatine Miracle Field Project

March 14th, 2024

Jeff Limburg, Athletic Facilities Supervisor
Blake Allington, Program Supervisor
Richard Klimes, Director of Parks and Recreation



Direction Sought

Does City Council have any questions regarding the proposed Miracle Field Project?

Does City Council endorse the Miracle Field Project concept plan and cost estimate to subject outside funding?



Agenda

1. Miracle Field Concept Plan
2. Project Background and Purpose
3. Project Costs, Operations, and Maintenance Costs
4. Funding and Revenue Sources
5. Project Benefits
6. Next Steps



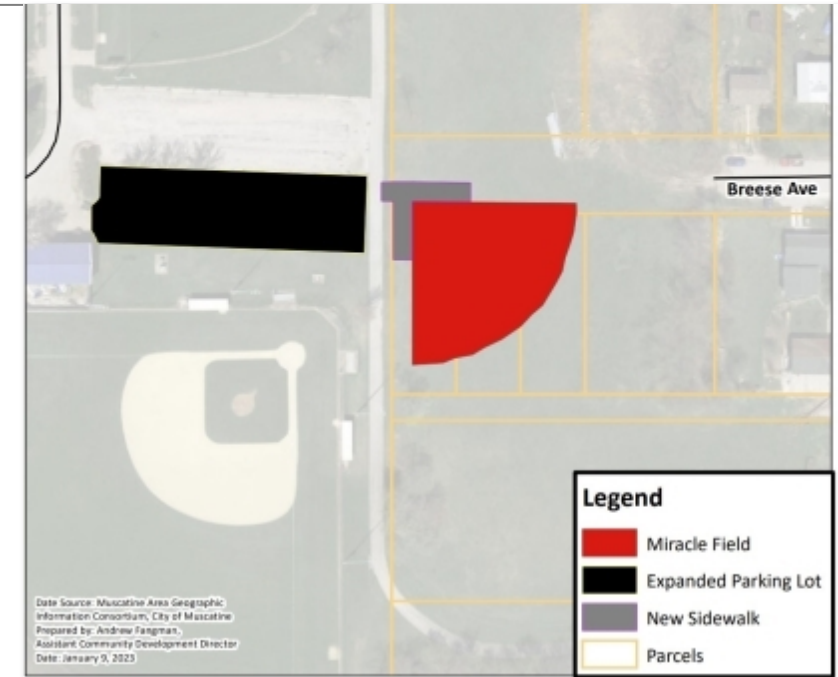
Strategic Focus Area

- Excellent Customer Service
 - Provide excellent customer service to our residents, businesses, and visitors through effective citizen outreach and engagement, employee training and improved organizational processes.
- Safe Community
 - Provide exceptional public safety and community services to ensure a safe community in which residents may live, work, and play.



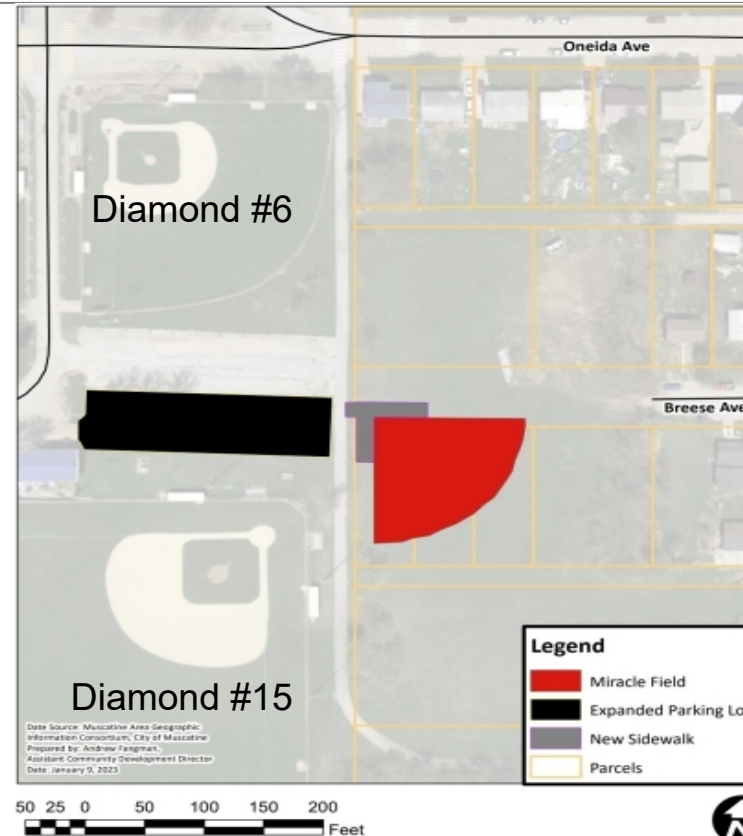
Miracle Field Concept Plan

- Design and construction of the Muscatine Miracle Field
 - A cushioned, rubberized surface to prevent injuries
 - Wheelchair-accessible dugouts
 - A completely flat surface to eliminate barriers for wheelchairs



Miracle Field Concept Plan

- Proposed location of the Muscatine Miracle Field
 - Access to paved parking
 - Restroom/Concessions already nearby



Project Background and Purpose

- Unmet demand for special needs children and young adults facilities in and around Muscatine.
- Muscatine County: 10.6% with disability (4,477 residents, 2019)
- Opportunity to:
 - Expand Muscatine's recreational amenities
 - Increase opportunities for residents to participate including disadvantaged youth



Facility Operation and Maintenance Costs

Project Capital Costs:

- Contingent on commitments from funding sources

The cost estimate is as follows:

1. Site Prep. = \$70,000.00 to \$100,000.00
 2. Surfacing = \$190,000.00 to \$205,000.00
 3. Fencing = \$80,000.00 to \$100,000.00
 4. Lighting = \$130,000.00 to \$145,000.00
 5. Parking/Sidewalks = \$80,000.00 to \$100,000.00
- Total Project Budget = \$550,000.00 to \$650,000.00

Operation and Maintenance Costs:

- Parks and Recreation Department will operate and maintain the complex



Funding and Revenue Sources

Funding Sources for Design/Construction:

- Outside Fundraising
 - Local Fundraising
 - Sponsorships
 - Grants

Revenue Sources:

- Leagues
- Camps/Clinics
- Field Rentals



Project Benefits

*Increased opportunities for all citizens to participate and support.

- Disadvantage youth and adults will have a designated place to play.
- Increased community support for disadvantaged youth and adults.



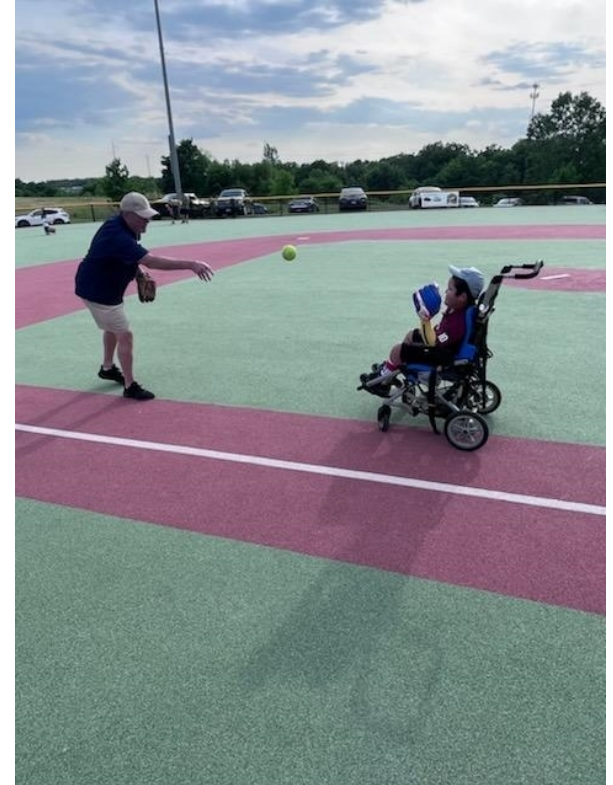
Estimated Project Timeline

Currently we do not have a project timeline, as the project is subject to outside funding.



Next Steps

1. The community will begin fundraising.
2. Look for any funding sources to assist with project funding. ie. grants, donations etc.



Direction Sought

Does City Council have any questions regarding the proposed Miracle Field Project?

Does City Council endorse the Miracle Field Project concept plan and cost estimate subject outside funding?





City of Muscatine

ITEM NUMBER 2024-254

IN-DEPTH ITEM - CITY COUNCIL

DATE: 3/14/2024

STAFF

Richard Klimes, Parks and Recreation Director
Blake Allington, Program Supervisor

SUBJECT FOR DISCUSSION

Discussion on Parks and Recreation Capital Project Updates

EXECUTIVE SUMMARY

The purpose of this item is to provide City Council with an overview of the Parks and Recreation Capital Project updates. In addition, staff will provide overviews on each component of the projects.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Does the Council have questions about the information presented by City staff?

BACKGROUND/DISCUSSION

The City of Muscatine Parks and Recreation staff have worked in collaboration with the Parks and Recreation Advisory Commission as well as local community groups to highlight various Capital Improvement projects that are in the works or in the plans for Fiscal Year 2024/25. These capital projects include the Greenwood Cemetery Chapel building renovation, the Weed Park Lagoon Project, the Indoor Sports Complex, and the Community Foundation of Greater Muscatine Southend Improvement Fund Project. This also includes several projects that are still in the planning and development phases, such as the Miracle Field project, Weed Park Rose Garden Renovations, etc.

ATTACHMENTS

1. Parks and Recreation Project Update Presentation

Muscatine Parks and Recreation Project Updates

March 14, 2024

Richard Klimes, Director of Parks and Recreation

Blake Allington, Program Supervisor



Direction Sought

Does the Council have questions on the information presented by City staff?



Strategic Plan Focus Areas

- Excellent Customer Service
 - Provide excellent customer service to our residents, businesses, and visitors through effective citizen outreach and engagement, employee training and improved organizational processes.
- Safe Community
 - Provide exceptional public safety and community services to ensure a safe community in which residents may live, work, and play.



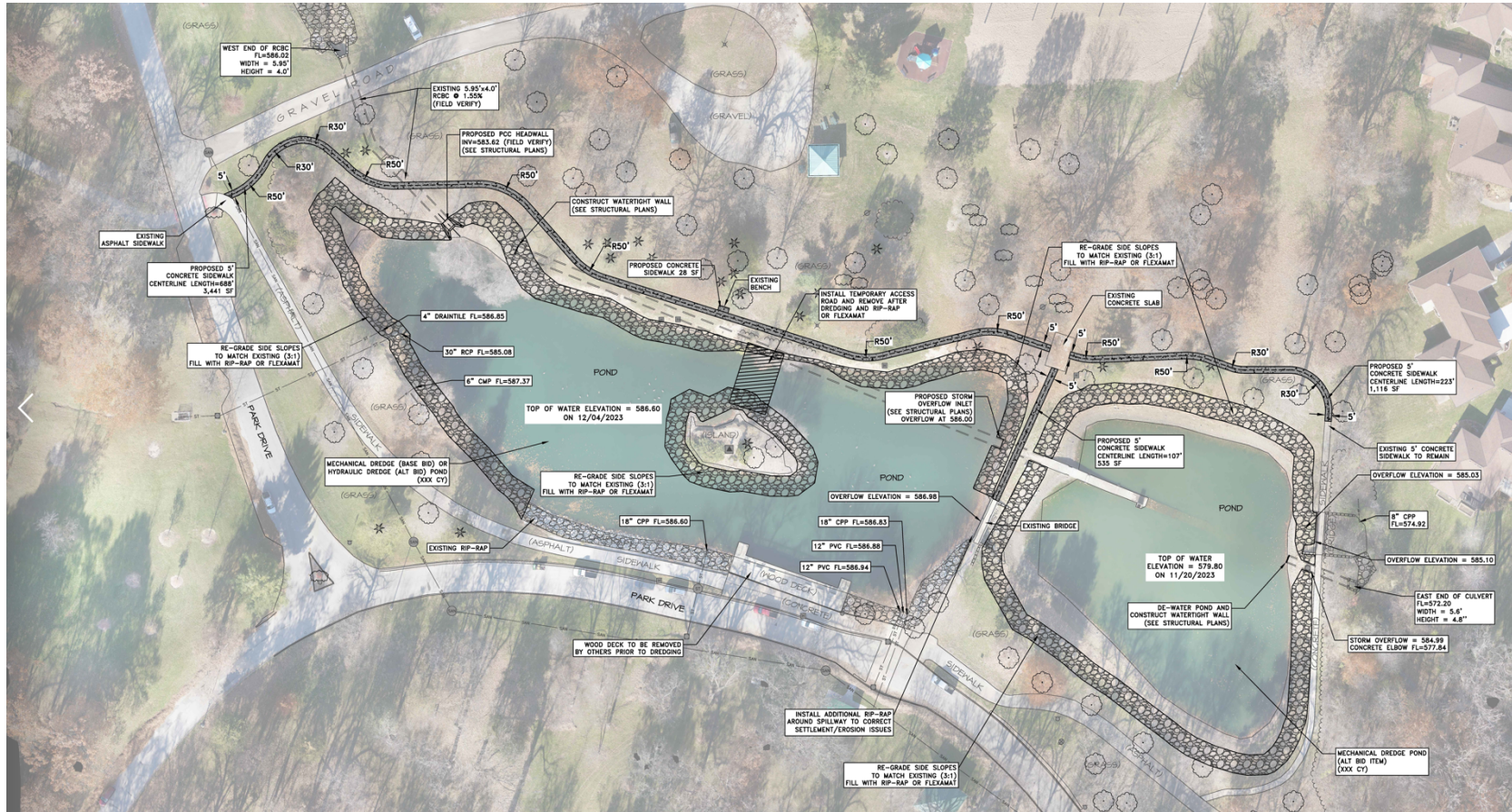
Greenwood Cemetery Chapel Building Improvements



- Masonry Repair (Tuckpointing)
- To be Completed Spring 2024



Weed Park Lagoon Project



Restoration of Weed Park Lagoon

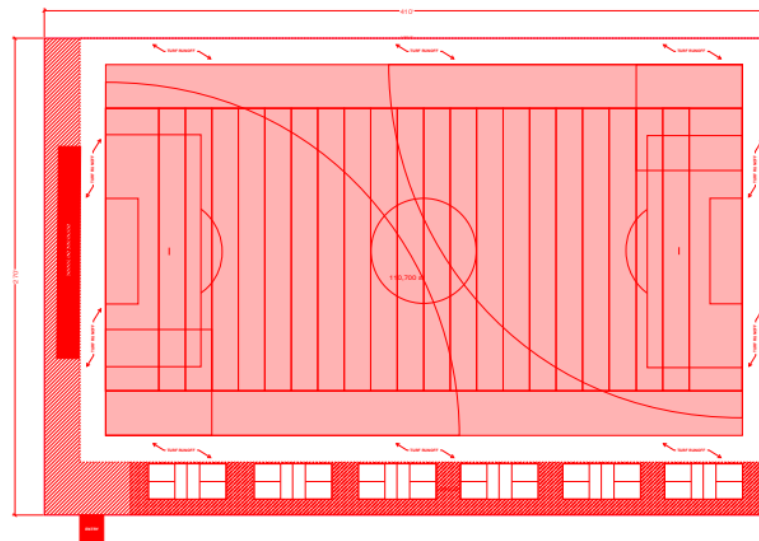
- Goes to Bid - Spring 2024
- Completion - Fall 2024



Indoor Sports Complex



MUSCATINE INDOOR SPORTS COMPLEX
Muscatine, IA | 2024-02-01 | Project #20221



Muscatine Indoor Sports Complex

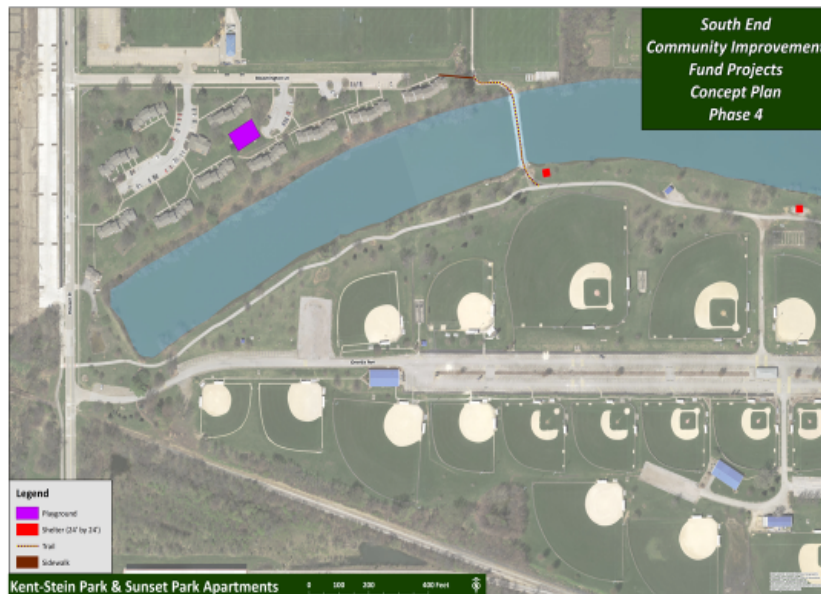
- Goes to Bid - April/May of 2024
- Construction - Fall 2024
- Completion - Fall/Winter 2024



Community Foundation of Greater Muscatine Southend Improvement Fund Project

Musser Park Improvements

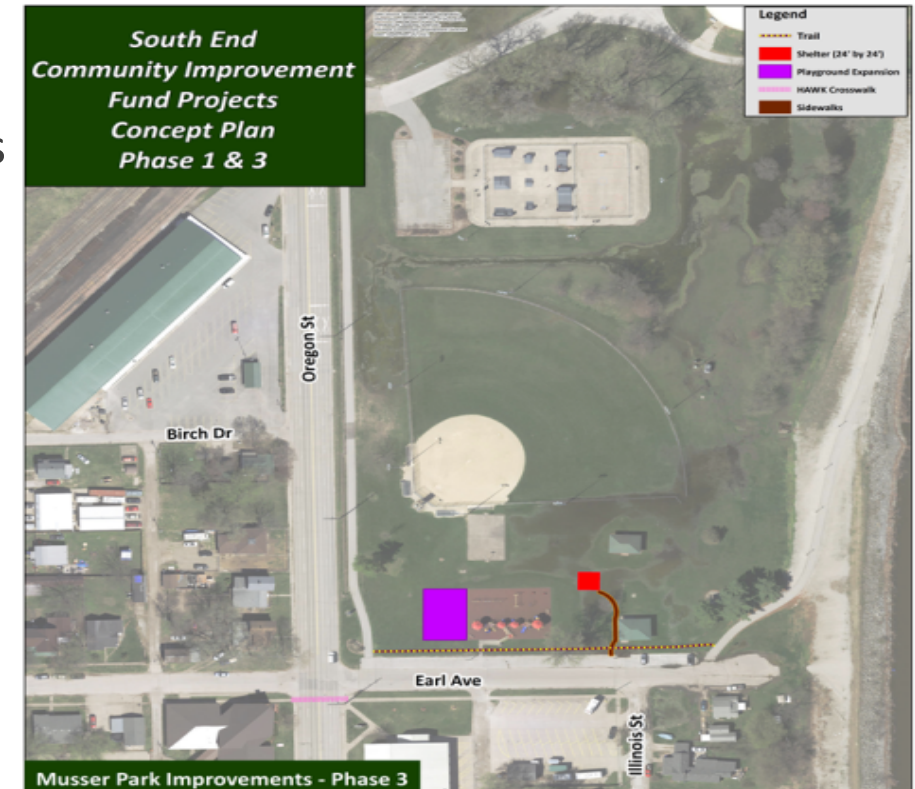
- Musser Park Light
- Musser/Taylor Park Security Cameras



Sunset Park/Kent Stein Park

- Trail Connector

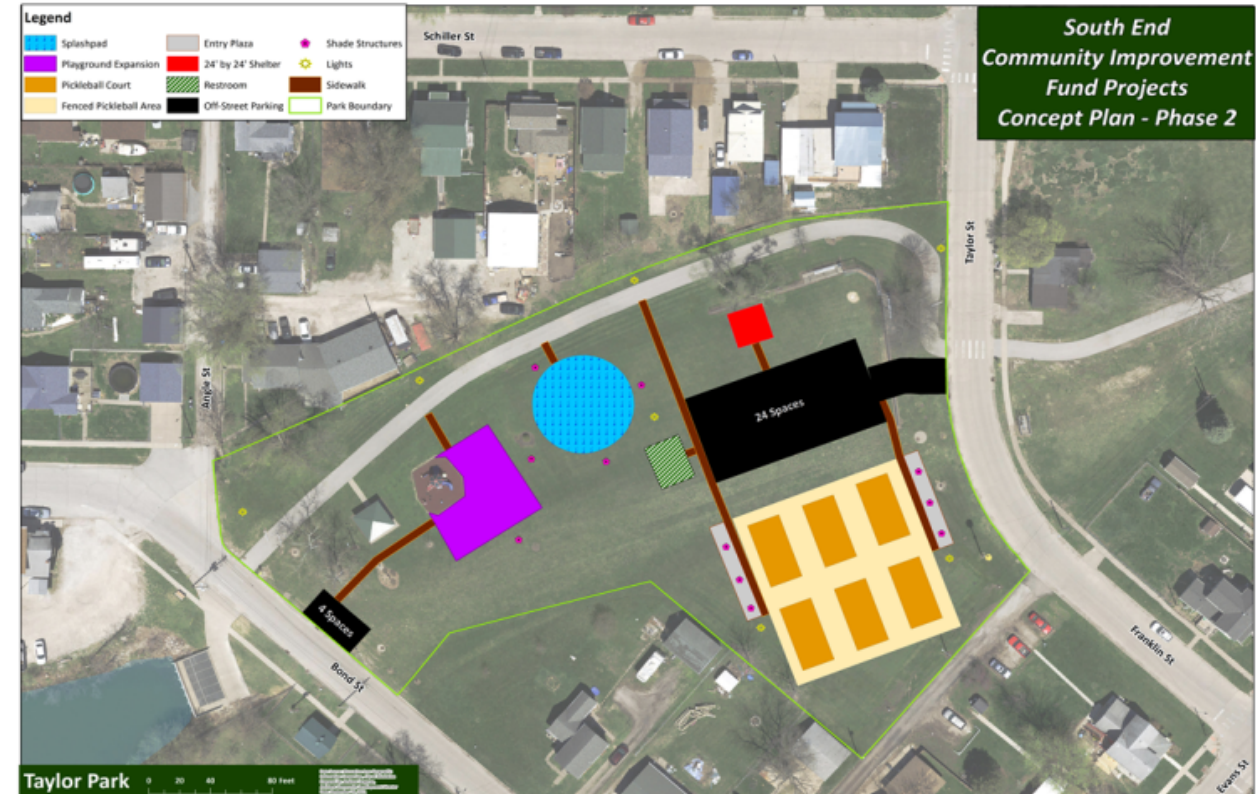
To be completed Spring 2024



Community Foundation of Greater Muscatine Southend Improvement Fund Project Cont.

Taylor Park Improvements

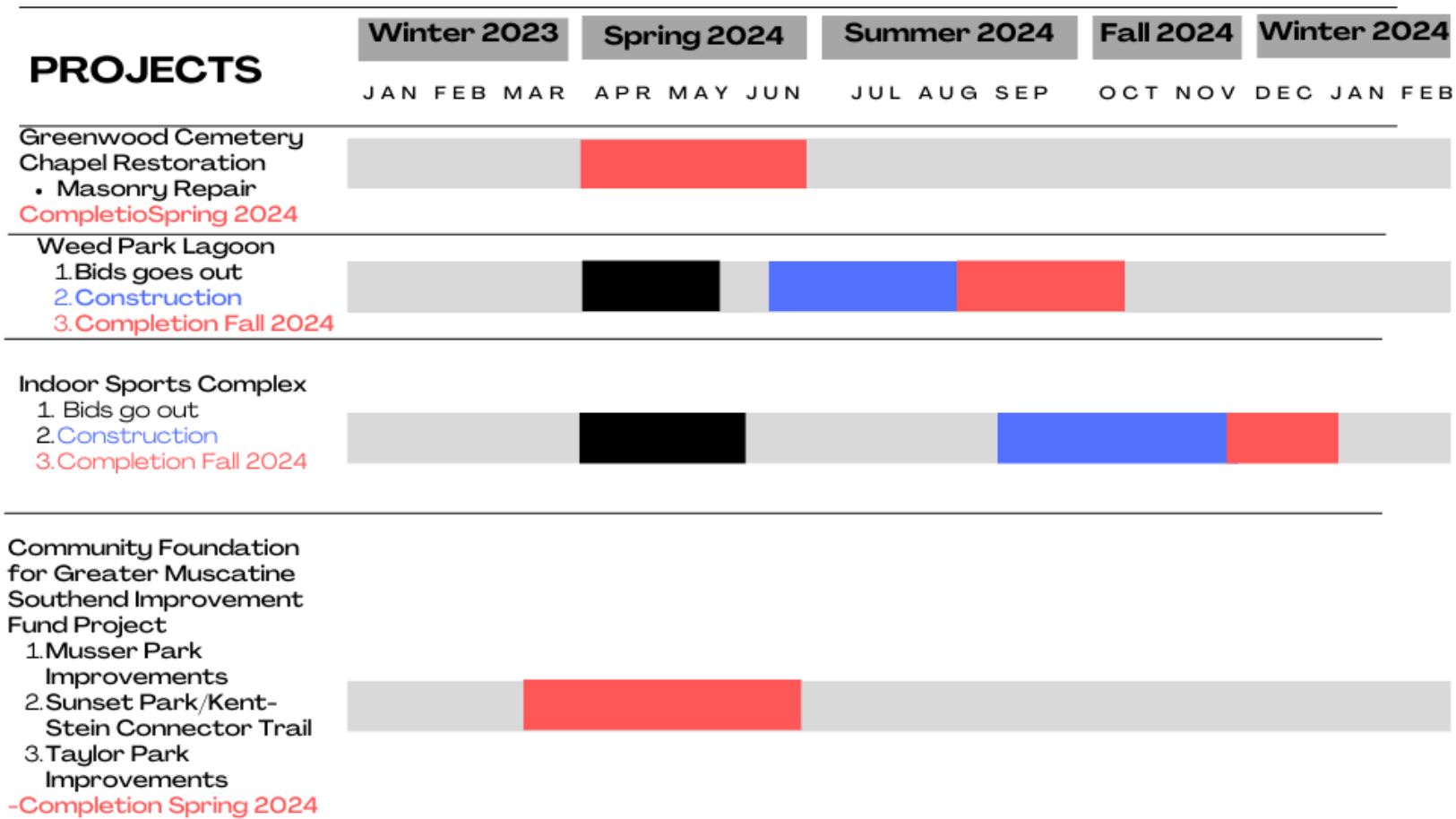
- Taylor Park Restroom
- Taylor Park Miscellaneous items
 - Bench Pads
 - Landscaping
 - Security Fence
- Pickleball Courts
 - Playing surfaces
- Shade Structures



To Be Completed Spring 2024



PARKS AND RECREATION PROJECT TIMELINE



Coming Soon

- Weed Park Rose Garden Renovation
- Riverfront Fountain Renovation
- Miracle Field Project
- Ragbrai Bikes Community Art
- Additional Park Site Security Cameras
- Aquatic Center Improvements



Direction Sought

Does the Council have questions on the information presented by City staff?





City of Muscatine

ITEM NUMBER 2024-263

IN-DEPTH ITEM - CITY COUNCIL

DATE: 3/14/2024

STAFF

Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT FOR DISCUSSION

Discussion regarding the FY 2024/2025 Funding Amount for the Muscatine Humane Society

EXECUTIVE SUMMARY

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

BACKGROUND/DISCUSSION

ATTACHMENTS
