



# City of Muscatine



## AGENDA ITEM SUMMARY

DATE: August 19, 2021

### STAFF

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Melanie Alexander, Director, Muscatine Art Center

### SUBJECT

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Staff seeks City Council authorization to enter into an agreement with the Iowa Department of Cultural Affairs, accepting a grant in the amount of \$122,402 for implementation of the Historic Landscape Preservation Plan for the Japanese Garden.

### EXECUTIVE SUMMARY

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The historic 1929-30 Japanese Garden at the Muscatine Art Center has potential to help shape historic preservation practices in the State of Iowa. The Muscatine Art Center has been awarded a grant of \$122,402 through the Iowa Department of Cultural Affairs' Rural Revitalization Program. This is the first time this federally funded grant, named after Paul Bruhn, has been offered in Iowa, and only communities of under 50,000 residents were eligible to apply. In addition, the project must take place at a site listed on the National Register of Historic Places.

### STAFF RECOMMENDATION

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Staff recommends Council accept the grant and authorize execution of the grant documents.

### BACKGROUND/DISCUSSION

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Grant funds will make possible the implementation of the Historic Landscape Preservation Plan for the Japanese Garden developed in September 2020 by Professor Heidi Hohmann, Department of Landscape Architecture at Iowa State University. The Historic Landscape Preservation Plan addresses the needs of the garden as a public space while also preserving its historic character through repair and replacement of missing, lost, or damaged features. While Japanese-style gardens were popular in America as early as the 1890s, most of these earlier gardens were destroyed or neglected during World War II. Laura Musser McColm's garden was spared this fate, making it one of the few remaining Japanese Gardens from this time period in the Midwest.

The overall goal of the Historic Landscape Preservation Plan is to bolster the garden's integrity by mitigating change while retaining its characteristic slopes, rockwork, circulation, water features, and other features, all of which provide the basis for its historic and Japanese character and feel. The process also involves the development of interpretive materials to educate the local community and visitors about the history of 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. The staff will hold community engagement sessions, presenting the history as well as the plans for the garden.

Heidi Hohmann has agreed to serve as consultant on the project, ensuring that the landscape design firm follows the Department of the Interior's Standards for historic properties. In addition, the project will involve excavation to look for lava rock, original to the garden, believed to be below the soil surface. Because of the extensive nature of the work, a professional archeologist will be involved.

This project is a rare undertaking in the field of historic landscape preservation in the State of Iowa. So long as COVID-19 measures are not a factor, students from Iowa State University would likely be involved, and Professor Hohmann has suggested that this project would be appropriate to present at a conference such as the Alliance for Historic Landscape Preservation and/or the Iowa Museum Association.

#### CITY FINANCIAL IMPACT

The grant requires a cash match of 30%. While budget numbers are being finalized, the estimated cost is \$225,000. Another \$3,000 has been secured through a Humanities Iowa grant. Muscatine Art Center staff will submit a grant application for up to \$100,000 from another granting agency. If this grant application is not successful, the Board of Trustees and the Advisory Committee for the Muscatine Art Center Support Foundation would be asked to use funds from a bequest to complete the project.

#### ATTACHMENTS

Rural Revitalization Program Grant Agreement from the Iowa Department of Cultural Affairs/State Historical Society of Iowa

# IOWA DEPARTMENT OF CULTURAL AFFAIRS

RURAL REVITALIZATION PROGRAM  
STATE HISTORICAL SOCIETY OF IOWA

## Article 1. Identification of Parties

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

Grantee:	City of Muscatine		
Authorized Official:	Diana Broderson		
Primary Contact:	Melanie Alexander		
Address:	215 Sycamore St		
City, State Zip:	Muscatine, Iowa 52761		

## Grant Information

Fiscal Year:	2022	Account Number:	0126-259-0032
Grant Number:	202207-10936	Program:	Rural Revitalization Grant
Grant Award:	\$122,402.00	Final Report Due Date:	05-31-2023
Beginning Date:	08-01-2021	End Date:	06-30-2023
Project Title:	Implementation Landscape Preservation Plan, Japanese Garden, Laura Musser McColm Historic District		

### WITNESSETH:

WHEREAS, the SHSI is interested in supporting historic preservation in Iowa and has received a Paul Bruhn Historic Revitalization Grant to provide subgrants through Iowa's Rural Heritage Revitalization Grant program to support the rehabilitation of National Register-listed properties in rural communities of Iowa; and

WHEREAS, the RECIPIENT has demonstrated its interest in historic preservation and desires to complete Implementation Landscape Preservation Plan, Japanese Garden, Laura Musser McColm Historic District

NOW THEREFORE, it is agreed by the parties as follows:

## ARTICLE 1. Designation of Officials

- Susan Kloewer is the SHSI Official authorized to execute the contract and any changes in the terms, conditions, or amounts specified in this Contract. The State Historic Preservation Officer (SHPO) may designate a staff member to negotiate, on behalf of the SHSI, any changes to the Contract.
- Diana Broderson is the RECIPIENT'S Official authorized to execute the contract and any changes in the terms, conditions, or amounts as specified in this Contract.

## ARTICLE 2. Duration

This Contract shall be in effect commencing on the date of the last signature executing this document and will terminate on **06-30-2023**, unless earlier terminated pursuant to the provisions of this Contract.

### **ARTICLE 3. Payment and Conditions of Payment**

- a. The amount of the grant awarded for this project is not to exceed \$122,402.00.
- b. The maximum amounts to be paid to the RECIPIENT by the SHSI for any item of work or services shall be the amount specified herein. All payments for work and services under this Contract shall be on a cost-incurred, non-profit basis.
- c. All payments to the RECIPIENT shall be subject to the receipt by the SHSI of a Request for Reimbursement. This request shall be made according to the format specified by the SHSI with reimbursement to the RECIPIENT occurring at intervals no more than sixty (60) days after approval of request.
- d. SHSI shall provide only for Project costs eligible under provisions stipulated by the National Park Service, U.S. Department of the Interior for grants-in-aid. Project work which does not meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation, the entirety of which is incorporated into this Contract by reference, will not be reimbursed under this Contract.
- e. Work under this contract is to be performed in accordance with the [Historic Preservation Grant Fund Manual](#) and [Grant Agreement Number P20AP00421](#), both of which are incorporated by reference in their entirety.

### **ARTICLE 4. Intellectual Property**

- a. No material or product in whole or in part under this Contract shall be subject to patent or copyright by either party in the United States or in any other country.
- b. The Recipient will secure all necessary permissions and licenses to avoid misappropriating or infringing on intellectual property rights of any other party when carrying out the Project.
- c. The U.S. Department of the Interior and the SHSI shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish (including in an electronic format), or otherwise use for government purposes, and to authorize others to use, any materials produced in whole or in part under this Contract.

### **ARTICLE 5. Accounts and Records**

- a. The RECIPIENT shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under this Contract.
- b. At all times during normal business hours and as frequently as is deemed necessary, the RECIPIENT shall make available to the SHSI all of its records, pertaining to all matters covered by this Contract and shall permit the SHSI to audit, examine and make excerpts from such records and all other matters covered by this Contract.

- c. All financial records in the possession of the RECIPIENT pertaining to this Contract shall be retained by the RECIPIENT for a period of three (3) years beginning with the date upon which final payment under this Contract is issued. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period.
- d. The SHSI shall reimburse the RECIPIENT for actual, necessary and eligible costs incurred by the RECIPIENT in the conduct of the Project. All claims shall include copies of time utilization sheets, records, documents and other evidence in support of all costs and expenses incurred for the performance of this Contract.
- e. The RECIPIENT shall provide a permanent copy of financial records suitable for State and Federal audit as directed under the Single Audit Act of 1984, P.L. 98-502, if required.
- f. All products, including but not limited to, survey reports, nominations, inventory forms, and studies shall be retained permanently by the RECIPIENT.

#### **ARTICLE 6. Indemnification**

- a. The RECIPIENT, including its agents or employees, shall indemnify, defend, and hold harmless the SHSI, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- 1. Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project.
  - 2. Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by the RECIPIENT of any representation, warranty, or covenant made by the RECIPIENT in this Contract.
  - 3. Any claim, demand, action, citation, or legal proceeding arising out of or related to an act or omission of the Recipient or any of their agents in carrying out this Contract.

#### **ARTICLE 7. Termination of the Contract**

- a. Either party may terminate this Contract due to the material breach of the Contract by the other party if such breach is not cured within sixty days after receipt of a written notice of breach and demand for cure. Material breach includes but is not limited to the following:

- 1. RECIPIENT fails to perform or conform as required by this Contract.
  - 2. RECIPIENT fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Contract.

- b. The SHSI may terminate the Contract for cause if it determines, in its sole discretion, that the RECIPIENT is not following cost eligibility requirements as outlined in the Secretary of the Interior's applicable Standards for Archaeology and Historic Preservation, and OMB regulations in 2 CFR 200.
- c. The SHSI may terminate this Contract for any reason following 30 days' written notice.
- d. This Contract may be terminated with no notice if, in the sole opinion of the SHSI, the legislature or governor deappropriate, suspend, fail to appropriate, or fail to allocate, funds sufficient for the SHSI to meet its obligations under the Contract. Additionally, this Contract may be terminated with no notice if, in the sole opinion of the Agency, the legislature or governor materially alters the SHSI's authorization to conduct the activities contemplated in this Contract, its duties, its responsibilities, or its programs.
- e. Right to Incomplete Products - In the event the Contract is terminated, all finished or unfinished portions of the work prepared by or for the RECIPIENT under this Contract shall, at the sole option of the SHSI, become its property, and the RECIPIENT shall be entitled to receive reasonable compensation from the Iowa's Rural Heritage Revitalization Grant for work on the Project which, in the sole opinion of the SHSI, was satisfactorily completed.

## **ARTICLE 8. Interest of Officials and Others**

- a. No officer, employee or advisor of the SHSI including a member of the State Historical Society of Iowa Board of Trustees or the State Nominations Review Committee, shall participate in any decisions relating to this Contract which affect his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested or have any interest, direct or indirect, in this Contract or the proceeds thereof. A person has a conflict of interest with respect to a sub-grant, contract, subcontract, or any agreement supported with state or federal assistance if the person or any of the following has a financial interest in that application: the person's spouse, minor child, or partner, or; any organization in which the person is serving as an officer, director, trustee, partner or employee, or; any person or organization with whom the person is negotiating or has any arrangements concerning prospective employment. Benefit or remuneration other than a fee in accordance with applicable statewide procedures includes, without exception, royalty, commission, contingent fee, professional services contract, brokerage fee, or other payment accruing to the person or any member of his immediate family.
- b. The RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

## **ARTICLE 9. Procurement of Professional Services and Equipment**

- a. The RECIPIENT shall procure professional services by competitive negotiation, or small purchase procedures. Where possible this requires solicitations from at least three sources to permit reasonable competition consistent with the nature and requirements of the procurement. RECIPIENT shall award contracts based on qualifications and overall value. "Cost-plus-a-percentage-of-cost" contracting is forbidden. Cost reimbursement or fixed-price contracting is required.

b. Project consultants must meet the minimum professional standards as outlined in the Standards and Guidelines for Archaeology and Historic Preservation. Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Iowa SHPO for review of compliance with the Secretary of the Interior's Professional Qualification Standards. Documentation of this selection must be maintained by the grantee. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

c. The RECIPIENT must receive prior written permission from the SHSI and the National Park Service before purchasing any piece of equipment under this Contract worth over \$5,000.

## **ARTICLE 10. Acknowledgments**

a. Publication, films, exhibits, and similar works developed as a part of this Contract shall acknowledge Federal aid by including the following statement as part of the Title or Acknowledgment Section with each item produced:

*This material was produced with assistance from the Paul Bruhn Historic Revitalization Grants Program administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.*

b. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service:

*This project is supported through a grant from the Paul Bruhn Historic Revitalization Grants Program as administered by the National Park Service, Department of Interior.*

c. A project HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Also, the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Contract. It is recommended that the [National Park Service's Project Sign Guidance](#) is followed.

At a minimum, all notifications must contain the following statement:

*Implementation Landscape Preservation Plan, Japanese Garden, Laura Musser McColm Historic District is being supported in part by a Paul Bruhn Historic Revitalization Grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior.*

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the Historic Preservation Fund (HPF) approved signage format that can be provided upon request. Any other use of the logo is prohibited. Cost of fabricating and erecting notification is an eligible grant cost.

## **ARTICLE 11. Easement**

a. Section 54 USC 302902 of the National Historic Preservation Act requires that HPF grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a Preservation Covenant/Easement with the State Historic Preservation Officer (SHPO). The term of the easement must run from the end date of this Contract for 20 years determined by the amount of the subgrant per the [Historic Preservation Fund Manual](#), Chapter 6, Section M: Covenants and Preservation Agreements (pg. 6-29). The covenant/easement must be executed by registering it with the deed of the property.

Baseline documentation of the character defining features of the site should be documented prior to construction through photographs. Following the completion of all work, the preservation covenant/easement must document the grant assisted condition of the site and the character defining features included as part of the document registered with the deed.

## **ARTICLE 12. Sections 106 and 110 and NEPA Requirements**

a. All funded grant projects are subject to the requirements of Sections 106 and 110 of the National Historic Preservation Act and the National Environmental Policy Act. The National Park Service is the federal agency and will take responsibility for this review in coordination with the State Historic Preservation Office. This review will take place after the contract is signed and before physical work can commence. A minimum of sixty days for this review shall be allowed for in the project schedule.

b. All HPF funded grants are subject to the requirements of 54 U.S.C. 306108 (commonly referred to as Section 106 of the National Historic Preservation Act). This requires Federal agencies to consider effects to historic properties. The NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.

c. Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this Contract for submission requirements regarding NHL properties. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a

property (e.g., pre-emptive demolition) to avoid requirements, or having legal power to prevent it, has allowed a significant adverse effect to occur to the property, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed. This may include a grantee's failure to take reasonable steps to protect a property from vandalism or destruction by third parties.

d. All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction and archeology projects the applicant should submit an Environmental Screening Worksheet in order to assist NPS in determining if a Categorical Exclusion found in NPS Director's Order 12 can be utilized. Worksheets may be obtained upon request.

### **ARTICLE 13. Compliance with ADA and ABA**

a. The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

### **ARTICLE 14. Communication, Reporting Requirements and Reimbursement**

a. The recipient's project manager and other members of the project team will participate in a kick-off meeting with the SHPO project manager after the Contract is signed and before work begins. Participation in this kick-off meeting will be either virtual or in person and it will be scheduled at the convenience of all attendees.

b. Grant recipients are required to submit quarterly progress reports on their grant projects. The quarterly report shall include a summary of grant project activities that were completed during the quarter, an explanation of any difficulties encountered and a summary of grant monies and match expended. The first quarterly report will be due October 1, 2021 and then every three months thereafter until the project is complete. Quarterly reports shall be submitted as directed by the SHPO project manager.

c. Upon approval of a quarterly report, the applicant can request reimbursement for expenses to date. Requests for reimbursement must include expenditure of 30% cash match.

d. A final report describing the project, its impact and a minimum of 20 photographs of both the work in progress and completed work will be submitted within 30 days of the project completion. Final reimbursement will be made upon approval of the final report.

### **ARTICLE 15. Equal Opportunity: Code of Fair Practices**

- a. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age or physical or mental disability except where it related to a bona fide occupational qualification. Such action shall include but be not limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age or physical or mental disability except where it relates to a bona fide occupational qualification.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the RECIPIENT commitments under this nondiscrimination clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- d. The RECIPIENT will comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order #15 of 1973, and all provisions relevant to fair employment of the rules and regulations of the SHSI, all of which are incorporated by reference. The RECIPIENT will furnish all information and reports requested by the SHSI or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the SHSI for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.
- e. In the event of the RECIPIENT's noncompliance with the clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT may be declared ineligible for further contracts with the SHSI. In addition, the SHSI may take such further action, and such other sanctions may be imposed, and remedies invoked, as provided by the Iowa Civil Rights Act of 1965 as amended, Chapter 601A, Code of Iowa 1973, as heretofore and hereinafter amended, or by the rules and regulations of the State of Iowa or as otherwise provided by law.

## **ARTICLE 16. Amendment**

This Contract may only be amended in writing after mutual agreement by the parties. The parties may amend the Contract at any time. The amendment will be effective as of the date of the amendment unless otherwise specified.

## **ARTICLE 17. Waiver**

Except as provided by explicit written waiver signed by the parties, failure by either party to require performance or claim breach shall not be construed as affecting subsequent assertion of those rights.

## **ARTICLE 18. Integration**

This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

## **ARTICLE 19. Assignment of Interest**

This Contract, any interest herein, or any claim hereunder shall not be assigned, delegated, or otherwise transferred by the RECIPIENT to any other party or parties without prior written approval by the SHSI. Any assignment, delegation, or other transfer without prior written approval by the SHSI is void.

## **ARTICLE 20. Subcontract**

None of the work or services required under this Contract shall be subcontracted by the RECIPIENT without prior written approval to subcontract by the SHSI.

## **ARTICLE 21. Choice of Law and Forum**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the SHSI or the State of Iowa.

## **ARTICLE 22. Severability**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

## **ARTICLE 23: Incorporation and Priority**

Attachments, statutes, and guidelines included with or incorporated by reference within this document are incorporated into the Contract by reference. If there is conflict between the Contract and those documents incorporated into it—or conflict between the incorporated documents—the conflict shall be resolved according to the following priority, ranked from the highest to the lowest priority: (1) Federal law incorporated by reference and the applicable regulations (2) State law incorporated by reference and the applicable regulations (3) Standards for Archeology and Historic Preservation; (4) Historic Preservation Fund Manual, (5) the Contract; (6) Grant Agreement # P20AP00421 (7) Attachment A; (8) Attachment B; (9) Other Attachments.

## **ARTICLE 24: Third-party Beneficiaries**

There are no third-party beneficiaries to this Contract.

## **Signatures**

The digital signatures below legally obligate the authorizing official of the Recipient and the Interim Deputy State Historic Preservation Officer to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year last specified below.

<b>Authorized Official of the Recipient:</b> Diana Broderson		<b>Date:</b>	
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<b>State Historic Preservation Officer:</b> Susan Kloewer		<b>Date:</b>	
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**ATTACHMENT A****SCOPE OF WORK****A. WORK ELEMENTS****Scope of Work**

This scope of work is subject to review and approval through the Section 106 and NEPA review processes.

The work undertaken during this project will be done in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, the Secretary of the Interior's Guidelines for Treatment of Cultural Landscapes and relevant Preservation Briefs.

**Overview**

The Muscatine Art Center will rehabilitate the historic 1929 Japanese Garden at the Laura Musser McColm Historic District. Although Japanese-style gardens were popular in the U.S. from the 1890s to the early 1940s, most were destroyed during World War II. Spared this fate, the garden is one of the few remaining Japanese gardens from this era in the Midwest. This project will preserve the garden's historic features and character while improving its function as a public space. The project will repair the garden's water system, replace vegetation, and provide better access and interpretation. The treatment plan, prepared by faculty from Iowa State University's Landscape Architecture Department, is grounded in research using primary sources.

The overarching goal is to bolster the garden's integrity by mitigating change while retaining its characteristic slopes, rockwork, circulation, water features, and other features, all of which provide the basis for its historic and Japanese character and feel. Along the way, the Muscatine Art Center will develop 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. The staff will hold community engagement sessions, presenting the history as well as the plans for the garden.

Within the garden itself, one major goal is to return the sight and sound of water to the garden by repairing the pools and water system to full functionality. These have deteriorated due to age and debris trapped in the pipe system. The system will be investigated and then replaced in a way that least disturbs the historic rock work.

Another goal is to return garden vegetation to its historic conditions. Over time, yews planted in the 1960s and white pines planted in the 1980s have altered the scale and feel of the garden. They have also altered the garden's light regime, preventing the growth of the garden's original sun loving perennials. Replacing the overgrown evergreens with smaller plants as documented in historic photographs will return better sun conditions, allowing a greater variety of historic vegetation to thrive. Removing, significantly pruning, and replanting trees appropriate for the garden is essential to returning the character defining features to the space.

After removing trees, the next step is to re-establish the rock slopes throughout the garden. A new entry sequence is also planned to better mimic the garden's historic entry while also complying with ADA requirements and giving visitors more direct access from the Muscatine Art Center's main entrance.

As described above, the garden project ties directly with the Muscatine Art Center's preservation and educational mission. The facility is composed of the historic Laura Musser McColm house, a 1970s three-story building with two floors of exhibition space and a studio, a connecting building with displays as well as office space, and a historic carriage house where collections are housed. In 2016, the property was added to the National Register of Historic Places with the Japanese Garden as a contributing component. The organization's mission is to collect, preserve, interpret, and exhibit objects of historical and aesthetic importance including those associated with the historic property. While this mission has been most associated with objects inside the buildings, the staff, Board of Trustees, and other stakeholders are excited that this project will ensure the protection of the aesthetic and historic objects that exist outdoors.

Our partners are a diverse set of stakeholders. This project began with conversations between staff at the Muscatine Art Center and faculty at Iowa State University's College of Design. Muscatine Art Center Director, Melanie Alexander, and Associate Professor of Landscape Architecture, Heidi Hohmann, developed a scope of work for a Historic Landscape Treatment Plan, completed by Hohman and ISU graduate student, Asif Khan over the summer and fall of 2020. The Muscatine Art Center staff and Board of Trustees evaluated the plan and voted to pursue its implementation. The plan has also been reviewed by the City Administrator and the Director of the Parks and Recreation Department – their letters of support are included as attachments. The board, the Parks and Rec Department, and the City Administrator will be involved through various stages of the project. Muscatine City Council members have received electronic files of the plan and voted in favor of pursuing the grant application. In addition, the historic landscape preservation plan has been shared with Tallgrass Archaeology of Iowa City and with the landscape design firm, Aunt Rhodie's of Eldridge, Iowa. Tallgrass has submitted a proposal for archaeology. Aunt Rhodie's, selected for this stage in the process for its experience with historic landscape construction and water features, has developed a more detailed plan and budget for implementing the project. Additional landscape design bids will be secured and reviewed before selecting a firm and entering into a contract. Hohmann will serve as Consultant on the finalization of plans and construction to ensure the project follows the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for the Treatment of Cultural Landscapes.

The Muscatine Art Center Director, Melanie Alexander, will take the lead on managing both the grant and the project, communicating with the consultant, the landscape firm, the archaeologist, the board, and others within the City of Muscatine organization. Alexander will also work with other staff members to develop interpretive materials about the garden, launch community engagement efforts pertaining to plans for the garden, and oversee publicity pertaining to the project. Alexander will ensure City of Muscatine policies, as well as those pertaining to the conditions of the grant, are followed as bids are obtained, selections are made, and contracts are drafted and signed. The contract will specify that the firm is to follow the direction of the consultant (Hohmann) and to meet the guidelines of the Secretary of the Interior. Alexander, Hohmann, and the landscape firm will meet to discuss the project status as milestones are reached and then more frequently as the project moves into a highly active phase. Other City of Muscatine leadership and/or the Board of Trustees and/or Building and Grounds Committee of the board may be brought into these conversations or consulted as needed. Alexander will submit updates and reports.

Since the Japanese garden was created in 1929, the larger property has seen many changes – the addition of two buildings and a new use as a museum. Gardens are also living entities that grow, mature, and decline and must periodically be renewed. Although the garden has been maintained, recent changes indicate the garden needs renewal. Over recent years, the staff has struggled to address the issues of mature vegetation. In June 2013, tornado winds took out one of four white pine

trees planted in the 1980s between the new gallery building and the garden. Staff has also noted patches of dying needles on the yews, and these shrubs are now so large they block pathways. The garden's original understory plantings have also been shaded out by dense plantings.

These concerns led to the Historic Landscape Treatment Plan which documented other problems in the garden such as: deterioration of concrete pools, the loss of the garden's animating water features, the addition of layers of mulch and soil hiding the garden's characteristic rocky slopes, loss of the garden's Japanese stone hill near the upper pool, and shifts in the garden's circulation patterns following the addition of the gallery and connecting building on the property. These elements have lessened the historic character of the garden.

Following an archaeological assessment, the project will seek to mitigate changes to the garden's historic features. For planting, this means removing non-historic pines that shade the garden and replacing yews both in kind and with now-missing historic evergreens. A new planting plan will be proposed, based on plants identified in historic photos. Accumulated mulch/soil will be removed from the garden's rocky slopes to reveal its characteristic stonework. In places, new stones will be added to replace those lost over time. Small scale features, such as the bronze cranes will be replicated and placed in their historic locations. Perhaps most significantly, the garden's water system will be assessed and replaced to make it both functional and more environmentally sustainable. Currently, the pump is inoperable, and the staff only runs the water feature for special occasions. The water starts at the large pond on the top tier of the garden, flows through the stream/waterfall to the middle and then into the lower tier of the garden, pools in the lowest pond, and then drains when the lowest pond is at capacity into the city sewer system. New fountain technology will make it possible to do this in a minimally invasive way while maintaining the garden's original appearance.

This project will help better connect the historic house to the garden, both physically and interpretively. First, the project will reconstruct an entryway to the garden. The original stepping stones from the front of the mansion to the Torii Gate were removed decades ago. The new entry will reconnect the house and garden and maintain as much ADA access as possible. Second, by bringing back the character defining features present in the 1930s, the story of the garden will become better integrated into the interpretation of the house and the life of its owner.

The garden can be used to highlight the mansion's interpretive time period from 1908 (the year it was built) to 1938 (the year Laura Musser McColm married her second husband and Muscatine became her secondary home). Installed in 1929, the Japanese garden featured prominently in Laura's peak period of influence in Muscatine. Research using local newspapers and directories shows that Laura became an even greater leader in the community after she added the Music Room (1921) and the Japanese garden, hosting more events in her home for the many local boards and organizations to which she belonged. The garden in the 1930s was a popular location for gatherings associated with Laura's various community groups. Additional interpretation of the renewed garden will help visitors learn about the staff who helped create and care for the garden, specifically, Drew Nagel, who worked for the family from 1925 to July 1937. Nagel and his wife lived in the Carriage House at 1314 Mulberry, raising two children on the property. While the landscape architect for the garden is unknown, Nagel was instrumental in its development and on-going care.

Community education and engagement are integrated into this project to both share information about the history of the Japanese Garden and to inform local citizens and stakeholders about the reasoning behind the plans. Art Center staff will also gauge interest in the formation of a "Friends of the Japanese Garden" to help with routine care of the garden. Gardens generally require more care than other types of public spaces and if such a group can be formed, the volunteers or "Friends" could be instrumental in supplementing the care provided by city employees.

Upon completion of the project, the Consultant, Muscatine Art Center staff, and landscape design firm will review the project, assessing the outcomes, evaluating for compliance to the Guidelines for the Treatment of Cultural Landscapes, and reviewing any lessons learned during implementation. Success will also be measured by increased public use. Staff will track the number of times the garden is rented and also used as a location for public events. The staff will monitor the number of visitors to the museum who opt to follow the path into the garden. Starting in 2023, the goal is for the garden to be used a minimum of twelve times during the May to October season. In addition, from May to October, the goal is that 75 percent of visitors to exhibitions also enter the garden. Another goal for this project is to ensure its presentation at least once at both a meeting of professional landscape architects and a meeting of museum professionals by 2024. Staff will also track publicity around the garden with a goal of three local newspaper articles and one publication at the statewide or greater level.

#### Detailed scope of work

This project begins with a systematic investigation of the archaeological potential of the area. This involves shovel testing where possible to determine if there are archaeological deposits that pre-date the garden including possible evidence of prehistoric and/or early historic Native American occupation. The investigation will also include several small (50 x 50cm) tests to help identify any intact garden features from the original 1929 design.

Meanwhile, the staff will obtain bids from qualified landscape firms and, after reviewing bids and qualifications with Consultant Heidi Hohmann, will select the firm. Following City processes and policies, the selected firm will enter into a contract with the City. This contract will specify the role of the Consultant and project requirements with specific language about meeting Secretary of the Interior's standards. Once the contract is signed, Hohmann, Muscatine Art Center staff, and landscape firm will hold a kickoff meeting to review the landscape plan (developed by Hohmann in 2020), discuss processes/methods, communication, timelines, overarching project goals, and specific standards for historic cultural landscapes. Hohmann and the landscape firm, with input from the Muscatine Art Center team, will develop a detailed implementation plan and layout techniques for protecting historic features throughout the project.

The Muscatine Art Center staff will develop materials to inform the local community of the project and highlight the history of the garden, placing it in historical context. Staff will give presentations and develop a brochure, booklet, and/or interpretive panel(s) about the garden. If the archeologist finds any materials or significant evidence, this information will be added to the public presentations.

The Historic Landscape Preservation Plan will serve as the guiding document for implementing the project. In addition to historic photos, the project team also has access to numerous newspaper clippings from the period as well as video taken in the garden in 1936. These historic resources play a critical role in making appropriate decisions about the garden, following the rehabilitation guidelines for vegetation to identify, retain, and preserve historic features and materials. Primary source materials will be used to design and install new vegetation where these are missing. Following guidelines, as much as possible historic genus, species, and cultivar will be preferred. Any substitute materials will recreate the historic appearance in "habit, form, color, texture, bloom, fragrance, scale, and context."

For the water feature, the condition of streams and ponds as well as the underground pipes will be evaluated and documented. A key part of the project is to protect the concrete streams and ponds throughout the project. The streams and ponds will be repaired, or if found to be overly unstable, reconstructed to match the original based on photographs and documentation. The stone composition around the upper pool and the edging along the streams and other ponds will be replaced to match

historic conditions, using rocks found on site as much as possible and substituting with rocks as close as possible to the historic ones as needed.

The selected entry sequence is a hybrid between the original entry to the garden from the upper level and an accommodation to provide ADA access to the upper part of the garden. The current entry sequence denies the garden's original entrance from the front door of the historic home to the garden. Instead, the current path orients visitors to the lower level parking lot. The new entry sequence will honor the original entry and make the upper level more accessible to all visitors, not just those in need of ADA access. Following guidelines for alterations/additions for new use, the ADA compliant paths for the entry sequence will be compatible with the historic character of the garden. The current Torii gate marking the entrance to the garden is a rough reproduction (circa 1983) of the original as documented in historic photos. As the existing structure is in poor condition, the plan is to remove the Torii gate and create a reproduction based on historic photos. Likewise, the existing footbridges and rails found within the garden's center slopes and upper section date to recent years. The current structures were easily available, low cost, and replacements in the style of materials used in the 1990s and 2000s. The current structures are not based on historic photos and interfere with the historic character of the garden. Handrails were not part of the original garden, but handrails are needed to accommodate the garden's function as a public space. Simple, thin, and elegant black cast iron or powder-coated steel railings that recede visually are proposed. These will aid in visitor safety and comfort while not interrupting the character-defining features of the garden. The footbridges will be replaced to more closely match the historic bridges in scale, arch, and materials. If tall vertical railings are required for safety, thin metal railings, similar to those used on the steps, will be installed.

Following the Secretary of the Interior's Guidelines for Treatment of Cultural Landscapes, the team will develop landscape management and maintenance strategies. Day-to-day, seasonal, and as-needed tasks will be identified and a schedule will be developed. Muscatine Art Center staff, Parks and Recreation staff, and volunteers interested in helping to care for the garden will be trained on the specific needs of the vegetation, water system, and other features. Equally important, those caring for the garden will also learn about the history of the garden and the information presented in the Historic Landscape Preservation Plan. It is critical that those who care for the garden are connected to the overarching goal of bolstering the historic integrity of the garden while accommodating visitor needs.

This project shall commence only after a written notice to proceed is issued and a kick off meeting with state staff is held. Because this award is made with federal funding, there are several requirements including compliance with Section 106 of the National Historic Preservation Act and the National Environmental Protection Act (NEPA) that need to be met before you enter into contracts with consultants and contractors. No physical work shall be done on the property until the Section 106 and NEPA reviews are complete and approved.

## **B. PRODUCTS**

The RECIPIENT will produce and distribute the following grant products:

Following receipt of the Notice to Proceed and executed Contract, the Local Project Director will complete and submit a progress reporting form to the SHSI quarterly. The Local Project Director is encouraged to submit these quarterly reports electronically.

## **Tangible work products include:**

### **Draft RFP**

Final RFP and a list of 3+ qualified consultants to which it will be sent

Draft Archaeological Assessment

Final Archaeological Assessment

Draft landscape plan and construction documents (electronic and 3 hard copies)

Final landscape plan and construction documents (electronic and 1 unbound copy)

Draft interpretive materials

Final interpretive materials

**Reporting Requirements:** Grant recipients are required to submit quarterly progress reports on their grant projects (due October 1, January 1, April 1, and July 1)

A final report describing the project, its impact and a minimum of 20 photographs of both work in progress and the completed work will be submitted within 30 days of the project completion.

Copy of executed easement following the conclusion of the project

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. It is recommended that the National Park Service's Project Sign Guidance is followed.

## **C. SCHEDULE: ACTIVITIES AND PRODUCT SUBMISSION**

Upon and the execution of the Contract, receipt of the Notice to Proceed, and completion of the kick-off meeting, the RECIPIENT may begin work on the Project. The RECIPIENT is expected to begin work on the Project within 20 days of the kick-off meeting. All work performed under the Contract will be completed by **06-30-2023** and the final request for reimbursement must be submitted with the final report by **05-31-2023**. The Contract will end on or before one month past **05-31-2023**. Early completion of Contract activities and submission of Contract products is encouraged.

**Contract extension requests must be made in writing at least 45 days in advance of the contract's expiration. The request for extension must include a proposed revised schedule and a reason and explanation for the request.**

### **Tentative Schedule:**

## Tentative Schedule

This schedule is subject to review and approval through the Section 106 and NEPA review processes. A minimum of two months shall be allowed for the completion of the Section 106 and NEPA review.

An updated schedule will be formalized after the contract is signed and the kick off meeting is held.

Bids received from qualified, professionally licensed landscape architects / design firms

spring 2021

Agreement entered into with professional archaeologist spring 2021

Contract signed with selected landscape firm late spring / early summer 2021

Archaeologist begins work in Japanese Garden late spring / early summer 2021

Kick off meeting with landscape firm, consultant, Muscatine Art Center staff, state and others as needed

late spring / early summer 2021

Muscatine Art Center staff offers public presentations and begins development of interpretive materials

(brochure, text/graphic panel, booklet) summer 2021

Archaeologist shares findings with staff and others on team summer 2021

Implementation plan is finalized - landscape firm, consultant, Muscatine Art Center staff, others as needed summer 2021

Iowa State University students in landscape architecture site visit and/or virtual meeting about

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Project fall 2021, spring 2022, or summer 2022

Muscatine Art Center staff continues community engagement and education fall 2021 - spring 2022

Landscape firm presents proposed materials - bridges, handrails, Torii gate, sculpture reproduction fall 2021

Planting plan developed by consultant and landscape firm, approved by Muscatine Art Center staff / board, Parks & Rec staff fall 2021

Replacement of piping and pump for water feature fall 2021 or spring 2022

New entry sequence (blend between historic and ADA) installed fall 2021

Landscape firm orders products, secures subcontractors as needed early 2022

Tree removal begins, historic concrete work and rock around streams and ponds is protected April 2022

Installation of new Torii Gate May - June 2022

Regrade tiers of the garden, rebuild stone hills, remove excess soil, replace bridges, install rails May - June 2022

Introduce new plantings based on those identified in historic photos and included in the new planting plan May - June 2022

Status check on garden, creation of punch list with landscape firm, consultant, staff July 2022

Consultant and staff sign off on work of landscape firm following completion of punch list August 2022

Staff promotes project locally and regionally, connects with statewide tourism office and writers/information sources about Japanese Gardens summer 2022

Staff, Parks and Rec staff, volunteers are trained on care of specific plants and features and how to maintain the garden's historic integrity summer 2022

Staff features project while hosting the Iowa Museum Association conference in Muscatine October 2022

Staff and consultant develop project into conference presentations summer 2022 - fall 2023

Staff tracks use of garden for events, rental of garden, and visitors to the garden ongoing

Staff, consultant, landscape firm, and others as needed review project implementation, lessons learned, etc. fall 2022

Staff completes grant status updates and final reports following schedule provided in grant agreement

#### **D. REIMBURSEMENT SCHEDULE**

Payments by the SHSI shall be made upon approval of the quarterly report and request for reimbursement including receipt of billing invoices from the RECIPIENT that relate expenses being billed to budgeted expenses identified in Attachment B. Each payment request will be audited by the SHSI to ensure that sufficient progress has been made in support of the invoice. Timely submission of products is essential for reimbursement.

Adjustments between budget categories are permissible following written mutual consent between the RECIPIENT and the SHSI pursuant to Article XIV.

#### **E. COORDINATION**

This Project will be managed by the RECIPIENT in cooperation with the SHSI. The RECIPIENT will be represented by a Project Director, and the SHSI will be represented by a staff member (project manager) in the State Historic Preservation Office.

The RECIPIENT's Project Director will maintain continuous coordination with the SHPO's project manager, during the Contract.

**ATTACHMENT B:**

**BUDGET**

See additional file.

# IOWA DEPARTMENT OF CULTURAL AFFAIRS

## VENDOR CREATE / UPDATE FORM

### Vendor Create / Update Form

In order for the State of Iowa to pay the amount that is due to you and to comply with the Internal Revenue Service regulations on reporting these payments, the following information is required. Failure to provide this information will result in withholding of payment.

When you file tax forms with the IRS, how do you describe yourself / your organization?

Please choose **one and only one** of the following:

Individual	Non-Profit Organization
Sole Proprietor	LLC Filing as Partner
Corporation	LLC Filing as Corp
Estate or Trust	LLC Filing as Sole Proprietor
Government	

Enter your IRS description here:

Please confirm your contact information and provide your tax ID:

Contractor Name  
Doing Business As

Muscatine Art Center / Department of City of Muscatine

Street Address  
City  
State  
Zip  
FEIN / SSN (include dashes)

215 Sycamore St  
Muscatine  
Iowa  
52761

### Certification Must Be Signed By Vendor

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me)

The digital signature below serves as the grantee's / vendor's legal signature to this document.

<b>Grante e:</b>		<b>Date:</b>	
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## City of Muscatine Rural Heritage Revitalization Grant Budget - Grant #202207-10926

### 1. Consultants

Expense Description	Grant Request	Cash Match	Total
Historic Landscape Architect - pro bono work of Heidi Hohmann			

### 2. Contractors

Expense Description	RR Grant Request	Cash Match	Total
Landscape Firm	122,402	69,400	194,400
Archaeologist		6,648	6,648
Graphic Designer for brochure, booklet, and/or graphic text panel		1,000	1,000

### 3. Personnel

Expense Description	Grant Request	Cash Match	Total
Director/Project Manager- Officer		4,619	4,619
Other Art Center Staff		2,000	2,000

### 4. Materials/Supplies

Expense Description	Grant Request	Cash Match	Total
Included in Budget for Landscape Firm			
Production of interpretive materials - brochure, booklet, or text/graphic panel		3,000	3,000

### 5. Equipment

Expense Description	Grant Request	Cash Match	Total
[No Answer]			

### 6. Other Expenses

Expense Description	Grant Request	Cash Match	Total
[No Answer]			

### 7. Totals

Grant Request Total	Cash Match Total	Total Project Cost
\$122,402	86,667	209,069