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COMMUNITY DEVELOPMENT

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

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Steven Boka, Director of Community Development

From: Jim Rudisill, Planning/CD Coordinator

Date: September 28, 2012

Re: Historical Preservation Reconnaissance Surveys

INTRODUCTION: For the past year, the Muscatine Historic Preservation Commission (MHPC) has been discussing proposed reconnaissance surveys of four potential historic districts in the city. The four included all or portions of Mulberry Avenue, Colver Street, Fair Oaks area and Country Club Hills area. The project cost to complete all four surveys was \$27,200. The MHPC submitted local grant requests to the Carver Trust, Community Foundation of Greater Muscatine, HNI and Friends of Muscatine Historic Preservation to provide funding support. A total of \$9,770 has been provided by those groups. The MHPC also submitted a Historic Resources Development Program (HRDP) grant request to the State Historical Society of Iowa, but it was not awarded any funds. The local organizations have advised the MHPC it can use the funds they awarded to conduct the reconnaissance surveys of the Fair Oaks area and Colver Street. The MPHC has discussed hiring SPARK Consulting (Rebecca McCarley), Davenport, to conduct the surveys between this fall and next spring; and the majority of commissions support that action, pending approval from the city council. The cost for these surveys is \$9,770, which is the amount of funding that has been raised. The city may have some minor in-kind costs for staff coordination time, copying and other expenses. No direct cash outlay from the city is needed.

BACKGROUND: Several prior studies have identified a number of Muscatine neighborhoods that appear to be potentially eligible for the National Register of Historic Places (NRHP). Currently two of the identified neighborhoods, West Hill and the Downtown, have been listed. The MHPC is now working from the prior studies to move forward with surveys of the other potential areas. The four potential districts listed above have all been identified as Priority 1, meaning they have the strongest potential for being approved for listing on the NRHP. The surveys will not directly lead to any districts being named, but could lay the foundation for that future effort.

RECOMMENDATION/RATIONALE: The majority of MHPC members favor moving forward with the surveys; and the staff concurs with that recommendation.

BACKUP INFORMATION: SPARK Consulting Contract

"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain

Resolution No. _____

**Resolution to Accept Grants and Award Contract to Complete
Reconnaissance Surveys**

WHEREAS, the City of Muscatine, through the Muscatine Historic Preservation Commission, has conducted a variety of studies that have identified significant areas of the community that may be potentially eligible for listing on the National Register of Historic Places (NRHP), and:

WHEREAS, additional surveys and evaluations are needed to determine if the historical resources inside these areas are sufficient to develop a possible NRHP nomination for each area; and

WHEREAS, local funds in the amount of \$9,770.00 have been provided by the Roy J. Carver Charitable Trust, Community Foundation of Greater Muscatine, HNI Corporation and Friends of Muscatine Historic Preservation to conduct the necessary studies for the Fair Oaks area and Colver Street, which may provide enough information to permit such a nomination request to be filed for those two areas; and,

WHEREAS, the majority of the Muscatine Historic Preservation Commission membership favors entering into a contract with Rebecca McCarley (dba SPARK Consulting, Davenport) to conduct these studies;

NOW THEREFORE, be it resolved by the City of Muscatine that the local awards be accepted, a contract offered to Rebecca McCarley, dba SPARK Consulting, 17 Oak Lane, Davenport, Iowa; and that appropriate city officials and staff be authorized to sign the necessary documents and assist in the completion of the surveys for the Fair Oaks area and Colver Street as needed.

Passed, Approved and Adopted by the City of Muscatine this 4th day of October 2012.

By the City Council of Muscatine, Iowa

DeWayne M. Hopkins, Mayor

Attest:

Gregg Mandsager, City Clerk

A CONTRACT FOR CONSULTING SERVICES TO CONDUCT A RECONNAISSANCE
ARCHITECTURAL SURVEY FOR TWO NEIGHBORHOODS IN MUSCATINE, IOWA

This agreement, entered into this _____ day of _____, 2012, by and between the City of Muscatine, Muscatine County, Iowa, hereinafter referred to as the CITY and Rebecca Lawin McCarley, d.b.a. SPARK Consulting, hereinafter referred to as CONTRACTOR; witnesseth:

In order to complete a reconnaissance level architectural survey and evaluation for the residential neighborhood identified as "Fair Oaks" and depicted on Attachment A and for the residential neighborhood identified as "Colver Street" and depicted on Attachment B, the CITY and the CONTRACTOR for considerations and other conditions below, agree as follows:

1. The CONTRACTOR agrees to be primarily responsible for the duties to complete this architectural survey and evaluation. Specific responsibilities include:

- A. Reconnaissance level architectural and historical survey and evaluation of the approximately 130 properties (typically house or house/garage) within the Fair Oaks neighborhood and approximately 35 properties (typically house or house/garage) within the Colver Street neighborhood.
- B. Limited historic research on the resources and neighborhoods to develop a preliminary historic context for the areas. The development of this historic context is limited to hours budgeted for the project, and more extensive research work will likely be required to document the full history and significance of the area or for a National Register of Historic Places (NRHP) nomination. The goal will be the establishment of area/s of significance for the purposes of evaluating the surveyed resources.
- C. Providing a table of resources within the survey areas, including basic architectural information on each property and a photograph. The table will include the preliminary evaluation of contributing or non-contributing status, if a potential historic district is identified. The evaluation will be preliminary only, based on the consultant's research and professional opinion. Final evaluations for NRHP status are only determined through the NRHP nomination and listing process.
- D. Preparation and submittal of four copies of the report, including a historic context, methodology for the survey of resources and evaluation of the survey areas, and table of properties identified within the survey areas, including contributing and non-contributing status if applicable. An Iowa Site Inventory form will also be prepared for any identified potential historic district and submitted with each copy of the report.

2. The CITY agrees to perform other miscellaneous duties to complete this architectural survey and evaluation. Specific responsibilities include:

- A. Coordinating with the CONTRACTOR to arrange access to the properties as needed to conduct the architectural survey and evaluation.
- B. Providing the CONTRACTOR with mapping of the proposed survey area and assisting with any mapping for the final report as requested.
- C. Providing additional information to the CONTRACTOR regarding the neighborhood as needed for the architectural survey or historic context development.

3. The CITY will pay the CONTRACTOR an amount of \$9,770 for services and expense reimbursement under this contract. This amount may be partially billed monthly or at another logical cycle at a rate of \$60/hour, mileage at \$.50/mile, and other expenses at actual rates, with

initial R.M. _____
R.M. D.H.

the remainder of the contract amount billed at the time of the submittal of the survey report and associated components to the CITY. No more than 70% of the contract amount will be billed prior to submittal of the final report. This amount includes roughly 158 hours at \$60 per hour plus expenses.

4. The terms of this agreement shall begin upon the execution of this contract by the CITY and shall terminate no later than April 30, 2013, or sooner if the project components have been completed.

5. The CONTRACTOR'S obligation and duties under this Contract shall not be assigned without the permission of the CITY.

6. The CITY recognizes that additional work may need to be undertaken to further evaluate the neighborhoods for potential listing on the National Register of Historic Places. Preliminary historic contextual information for the buildings and area will be included in the survey report, but it will not be an intensive documentation of this history. Further work may need to be undertaken to further document the history, either for full evaluation of the neighborhoods or for a potential future nomination. This potential additional documentation is not included under this contract. This bid includes only the initial survey and evaluation of the resources, as noted in Section 1.

7. The CITY recognizes that the CONTRACTOR will complete the architectural survey and evaluation in a professional manner per the guidelines of the National Park Service and National Register of Historic Places program. The CONTRACTOR will not be held liable for any consequences due to the completion of the survey and evaluation work. Survey findings should be submitted to the Historic Preservation Office – State Historical Society of Iowa, who will conduct an official review and issue final determinations. The SHPO review may produce different results than the CONTRACTOR findings, and the CONTRACTOR will not be held liable for any differences. Likewise, the historic context development and evaluation of resources is limited to hours included in this contract, and the CONTRACTOR will not be held liable for additional work suggested or required to be completed at a later date.

8. The CITY may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR at 17 Oak Lane, Davenport, Iowa, 52803 or the CONTRACTOR may terminate this agreement by giving a 7-day notice by certified mail to the CITY. In either event, equitable adjustment shall be made for all work completed prior to termination. The adjustment beyond the last pay period shall be based upon the number of hours as certified by the CONTRACTOR times the hourly rate of \$60, plus expenses of \$.50 per mile, \$75 per diem day for meals and lodging, and direct expenses at the actual rate.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY of _____ 2012.

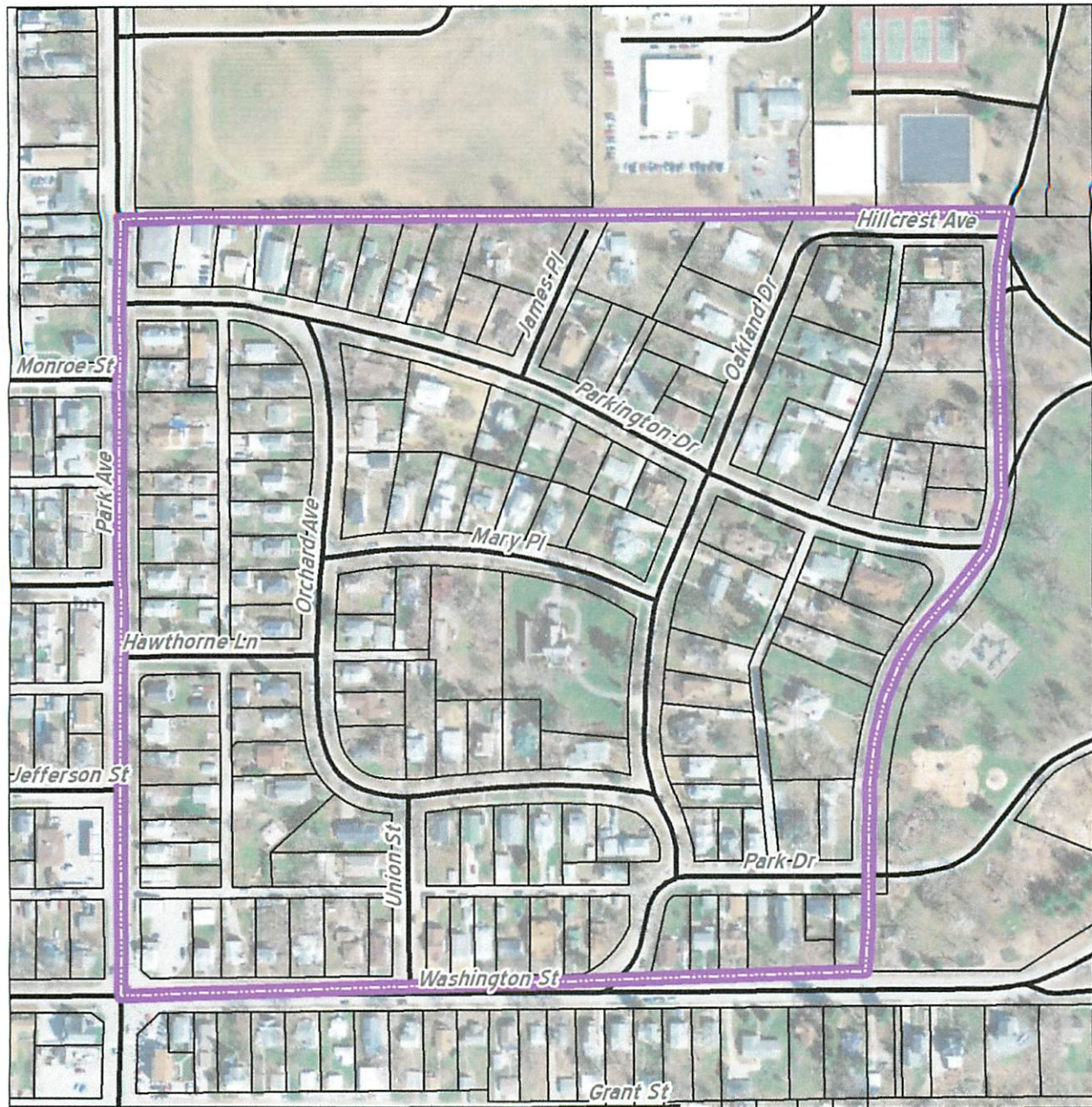
Signed by CONTRACTOR:

Signed by CITY:

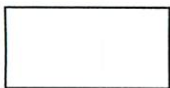

Rebecca Lawin McCarley
d.b.a. SPARK Consulting

DeWayne M. Hopkins, Mayor
City of Muscatine

ATTACHMENT A



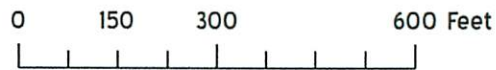
Fair Oaks



Parcel Line



Streets

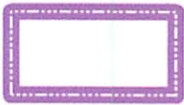
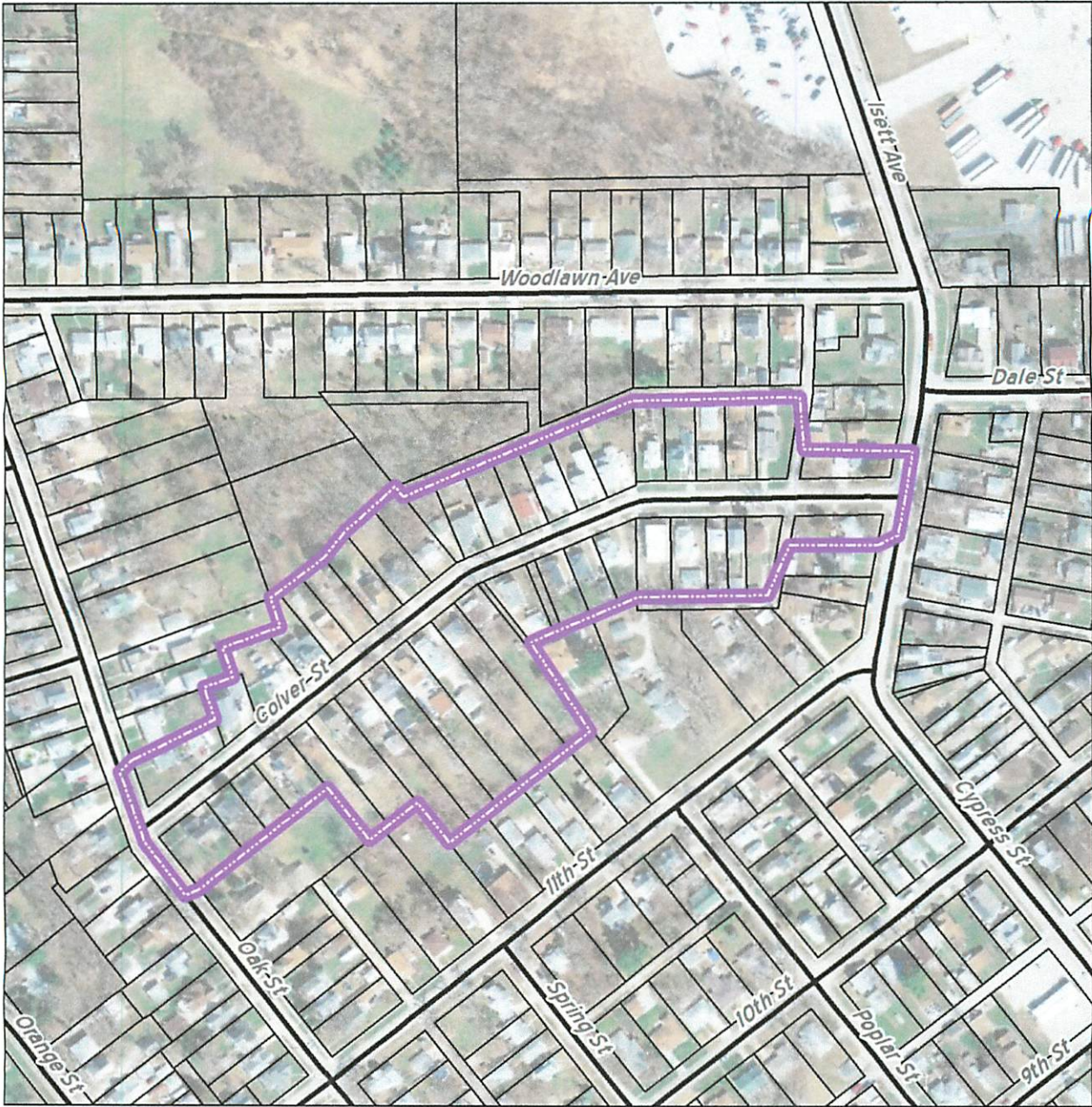


Fair Oaks

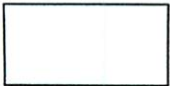
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Prepared by: Andrew Fangman
Date: May 14, 2012



ATTACHMENT B



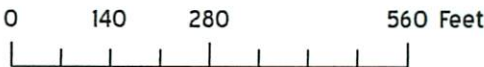
Colver St



Parcel Line



Streets



Colver St.

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