



PUBLIC DOCUMENT
INDEX No.
9 4 4 0 8
CITY CLERK'S OFFICE
MUSCATINE, IOWA

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

MEMORANDUM

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

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Dr. Michael Maharry, MHPC Chairman

From: Dave Gobin, Community Development Director

Date: July 24, 2018

Re: Request to Contract HRDP Grant to survey for Fair Oaks Historic District

INTRODUCTION & BACKGROUND: On April 19, 2018, the City Council approved the submission of a grant application to the Iowa Historic Resource Development Commission (HRDP) for \$17,245. The City of Muscatine, via its Historic Preservation Commission (MHPC), has applied for this grant four separate times over the last 5-years. The City has recently been informed that it has been awarded the grant to develop the nomination for the Fair Oaks Historic District to the National Register of Historic Places (NRHP).

In 2013, the district was determined eligible for listing through a reconnaissance^[SEP] survey and historical context. The Fair Oaks area was developed in the early 20th century and identified as Muscatine's first "restricted residence district" in 1926 to protect its residential qualities. The funding for this project will list the first new historic district on the NRHP in Muscatine since 2008 and will recognize the significant architecture and history of this neighborhood. It also qualifies building owners in the district for financial assistance programs for rehabilitation projects.

The total project cost is estimated to be \$25,868.00. The grant will fund \$17,245, which will recommend to be contracted to Spark Consulting (a historic preservation expert recognized by the HRDP). The MHPC has committed \$1,000 and the Friends of Muscatine Historic Preservation have committed up to \$5,970 as matching funds. The balance will be considered in-kind contributions for volunteer hours and mileage. No city cash will be used for this grant project.

RECOMMENDATION/RATIONALE: It is recommended that City Council approve the attached contract with Spark Consulting to fulfill the grant agreement and prepare the Fair Oaks Historic District for nomination to the NRHP.

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

**A CONTRACT FOR CONSULTING SERVICES FOR A
NATIONAL REGISTER OF HISTORIC PLACES NOMINATION
FOR THE FAIR OAKS NEIGHBORHOOD IN MUSCATINE, IOWA**

This agreement, entered into this 9th day of July 2018, by and between the Historic Preservation Commission, City of Muscatine, Muscatine, Iowa, hereinafter referred to as the COMMISSION and Rebecca Lawin McCarley, d.b.a. SPARK Consulting, Cedar Rapids, Iowa, hereinafter referred to as CONTRACTOR; witnesseth:

In order to complete a nomination for the National Register of Historic Places for the Fair Oaks Historic District, Muscatine, Iowa, the COMMISSION and the CONTRACTOR for considerations and other conditions below, agree as follows:

1. The CONTRACTOR agrees to research and develop a nomination for the above-named property for the National Register of Historic Places. Specific responsibilities within this scope include:
 - A. Training of one or more volunteer to assist with historic research on the properties within the neighborhood, including but not limited to property ownership records at the county building to determine probable construction dates for the properties.
 - B. Additional limited research on individual resources within the neighborhood.
 - C. Research to develop the historic context for the nomination.
 - D. Additional survey/research of Weed Park to determine if it should be included in the final historic district boundary
 - E. Presenting at two public meetings on the proposed historic district, working with the COMMISSION to invite neighborhood residents
 - F. Development of all sections of the nomination, including narrative description, statement of significance, developmental history, historic images (as available), and supporting documents.
 - G. Nomination will be prepared for a local level of significance under Criterion A and/or Criterion C.
 - H. Completion and submittal of digital photographs of the property required to be submitted with the nomination, per current guidelines.
 - I. Generation of appropriate plans and mapping for the nomination, with the COMMISSION providing base mapping as requested.
 - J. Submittal of other required supporting materials, such as digital slides for State Nomination Review Committee (SNRC) presentation.
 - K. Submittal of the draft nomination to the State Historic Preservation Office (SHPO) of Iowa and a draft nomination to the COMMISSION for review and comment. The first draft of the nomination will be likely submitted in spring 2019.
 - L. Revision of the nomination based on comments by SHPO and COMMISSION; submittal of revised draft of the nomination to the SHPO and submittal of the revised draft of the nomination to the COMMISSION. Additional revisions completed and submitted as requested by SHPO. The timeline for these revisions is based on the SHPO review schedule. The goal will be to meet the final NRHP submittal deadline of August 5, 2019 for the October 2019 SNRC meeting. If this timeline cannot be met, then it will be submitted by the final deadline of December 3, 2019 for the February 2020 SNRC meeting.


R.M.

city



- M. Attending the State Nomination Review Committee (SNRC) meeting in October 2019 or February 2020 (weather permitting) to present the nomination.
- N. Revisions to the nomination following SNRC meeting, per their comments and direction. Once approved for forwarding to NPS, submittal of the final nomination to the SHPO on 25% cotton archival paper and one copy sent to COMMISSION.

2. The COMMISSION agrees to perform other miscellaneous duties to complete the nomination. Specific responsibilities include:

- A. Providing one or more suitable volunteers to assist with the site specific research for the properties included within the proposed historic district boundary. This research includes but is not limited to property ownership records at the county building to determine probable construction dates for the properties.
- B. Completing the research outlined on the individual properties in a timely manner to provide for the consultant to move forward with development of the NRHP nomination on the timeline outlined.
- C. Assisting in the broader research on the history of the neighborhood and other neighborhoods in Muscatine as needed.
- D. Coordinating with the CONTRACTOR to supply available city/county base mapping for use in generating mapping (such as an aerial photograph with parcel boundary and/or building footprint overlays). Assisting the CONTRACTOR with other mapping as needed.
- E. Reviewing and commenting on the draft NRHP nomination in a timely manner to meet the overall timeline of the project.
- F. Coordinating public meetings with the CONTRACTOR. The responsibilities of the COMMISSION include arranging a meeting location and checking available dates, mailing letters to all property owners within the proposed district boundary, and working with the CONTRACTOR on publicity material, such as the owner letters and a press release.
- G. Serving as the primary source of answers to questions by local property owners and media regarding the survey project; providing any desired public education beyond the public meetings attended by the consultant.
- H. Fulfilling all responsibilities required of the COMMISSION / grant recipient, as required by the Historic Resource Development Program (HRDP) grant.
- I. The above duties are anticipated to take around 228 volunteer hours (@\$7.25/hour) for a total of \$1,653 as an in-kind match, per the Historic Resource Development Program grant application. Additionally, a volunteer traveling from out of town is authorized to be reimbursed up to 1,000 miles at \$.39/mile for research associated with the project. The COMMISSION will track and record all volunteer times/expenses and in-kind donations as needed for the grant documentation.

3. The COMMISSION will pay the CONTRACTOR in the amount of \$23,825 for services and expense reimbursement under this contract. The billing for this contract shall be as follows:

- A. The CONSULTANT will be paid at a rate of \$70.00 per hour for time spent on work under this contract.
- B. The CONSULTANT will be paid for standard expenses necessary to complete the duties and responsibilities of the contract, such as automobile mileage at a rate of \$.39 (fifty cents) per mile. For travel outside of Cedar Rapids including an overnight stay, per diem will be paid at a rate of \$90 per day.


R.M.

city



- C. Photocopying will be reimbursed at actual rates, typically \$.10 (ten cents) or \$.25 (twenty-five cents) per page.
- D. Printing expenses will be reimbursed at the rate of \$.10 (ten cents) per page for black and white pages and \$.25 (twenty-five cents) per page for color pages (on regular paper).
Printing on archival paper will be reimbursed at a rate of \$.25 (ten cents) per page for black and white pages and \$.40 (twenty-five cents) per page for color pages.
- E. Other expenses will be reimbursed as actual costs.
- F. Hours and expenses will be billed on an invoice at a monthly or other logical cycle.
- G. The remaining contract amount will be billed at the completion of the project.

4. The terms of this agreement shall begin upon the execution of this contract by the COMMISSION and shall terminate on June 30, 2020, or sooner if the project components have been completed.

5. The COMMISSION may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR at 1630 Park Ave SE, Cedar Rapids, Iowa, 52403. In that 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 \$70, plus expenses of \$.39 per mile, \$90 per day for meals and lodging, and direct expenses at the actual rate.

6. The CONTRACTOR may terminate this agreement by giving a 7-day notice by certified mail to the COMMISSION. In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment beyond the last pay period shall be based on the number of hours worked as certified by the CONTRACTOR times the hourly rate of \$70, plus expenses of \$.39 per mile, \$90 per day for meals and lodging, and direct expenses at the actual rate.


7. The CONTRACTOR'S obligation and duties under this contract shall not be assigned without the permission of the COMMISSION.

8. The COMMISSION recognizes that the CONTRACTOR will complete the project in a timely matter as scheduling permits. The time and extent of review required by the SHPO and NPS of the nomination materials will ultimately determine the date that the nomination is formally reviewed and potentially listed.

9. In performing the functions set forth in this agreement, it is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that work performed hereunder shall be conducted in a professional manner per the guidelines of the National Register of Historic Places program and Iowa SHPO. Ultimately, the nomination must have individual merit as judged by the SHPO and National Park Service to be approved for listing on the National Register of Historic Places. If the property is deemed not to have sufficient merit (significance and/or integrity) to be listed on the National Register of Historic Places, it will not be listed. This contract is for the development of the nomination only; it cannot guarantee that the property will be listed. The COMMISSION will not hold the CONTRACTOR responsible for any financial or other benefits or drawbacks created by submitting or not submitting the nomination for review for potential listing on the National Register of Historic Places or that may result from such listing, if approved.



R.M. _____
city



10. In the event that invoices for fees are not paid in a timely manner (30 days), the CONSULTANT will assess late fees on the balance. Invoices not paid within 30 days are subject to charge of 1.5% per month. Outstanding invoices may result in a delay in or termination of additional work performed under this contract. If the CONSULTANT determines it necessary to turn the account over to a collection agency, the COMMISSION will be responsible for all associated court, lawyer, and collection fees and charges.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED UPON THE SIGNATURES BELOW.

Signed by CONTRACTOR:

Rebecca L McCarley 7/9/18
Rebecca Lawin McCarley Date
d.b.a. SPARK Consulting
Cedar Rapids, Iowa

Signed by authorized representative

[Signature] 8-6-18
signature Date
City of Muscatine, Iowa

Dana Broderson Mayor
printed name title

[Signature]