



Historic Preservation Commission

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Monday, June 21, 2021

6:00 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Historic Preservation Commission** of the City of De Pere will be held on **June 21, 2021** at **6:00 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.com/>.

Call to Order

1. Roll Call
2. Approval of the minutes of the November 16, 2020 Historic Preservation Commission meeting.
3. Public comments upon matters not on the agenda.
4. Consideration and possible action regarding the 15th annual 2021 Local History and Historic Preservation Conference, to be held virtually on October 20-22, 2021.
5. Consideration and possible action regarding a Memorandum of Agreement, Scope of Work, and Template for Consultant Contract from the Wisconsin Historical Society regarding a \$12,000 sub-grant for costs related to the potential state and federal nomination of private residences at 1218 Fox River DR, 815 Nicolet AV, and 1336 Ridgeway BL (Parcels ED-1128-F-20, ED-1350, ED-582-N-28).
6. Future Agenda Items.

Adjournment

Any person wishing to attend this meeting, who, because of disability, requires special accommodations should contact the City Planner's office at 339-4043 by noon on the day of the meeting so that arrangements can be made.

*Items with an asterisk require City Council approval.

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jason Tish, Wisconsin Historical Society
Meng Fox River Dr Qualified Personal Resid Trust
Holly & Daniel Popkey
Adam G Sanchez, Etal



City of De Pere, Wisconsin

Request For Historic Preservation Commission Action

MEETING DATE: June 21, 2021

DEPARTMENT: Historic Preservation Commission

FROM: Kelly Barker

SUBJECT: Approval of the minutes of the November 16, 2020 Historic Preservation Commission meeting.

ATTACHMENTS:

- HPC_Nov2020_Minutes_Draft (PDF)



Historic Preservation Commission

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Monday, November 16, 2020

6:00 PM

Call to Order

The meeting was called to order at 6:00 PM by Chairperson Mike Fleck

Attendee Name	Title	Status	Arrived
Mike Fleck	Chairperson	Present	
Gene Hackbarth	Commissioner	Present	
Jonathon Hansen	Alderman	Present	
Sue Sands	Commissioner	Present	
Adam Turriff	Commissioner	Present	
Joanne Vomastic-Muka	Commissioner	Present	

Also in attendance: City Planner Peter Schlein.

2. Approval of the minutes of the August 17, 2020 Historic Preservation Commission meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gene Hackbarth, Commissioner
SECONDER:	Adam Turriff, Commissioner
AYES:	Fleck, Hackbarth, Hansen, Sands, Turriff, Vomastic-Muka

3. Discussion and possible action to nominate and elect a new Vice Chair for the Historic Preservation Commission.

Adam Turriff moved, seconded by Jonathon Hansen, to nominate Gene Hackbarth as Vice Chair. Upon vote, motion carried unanimously. Gene Hackbarth extended his thanks to Brian Netzel for his service to the Historic Preservation Commission.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Turriff, Commissioner
SECONDER:	Jonathon Hansen, Alderman
AYES:	Fleck, Hackbarth, Hansen, Sands, Turriff, Vomastic-Muka

4. Discussion and possible action regarding the information gathered by the HPC members that attended the virtual 2020 Local History and Historic Preservation Conference on October 21-23, 2020.

Gene Hackbarth reported that he attended the virtual conference and will pass his notes onto the other members. No other HPC members attended the conference.

RESULT:	DISCUSSED
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5. Discussion and possible action regarding the status of the State Historical Society review of the de-listing of three De Pere properties (approved by HPC on March 16, 2020) and the status of the nomination of two residential historic districts (submitted by HPC on August 17, 2020).

City Planner Peter Schlein noted that there is a backlog at the Wisconsin Historical Society due to COVID. He reported that there is not a target date for when the WHS will review the de-listing of the three properties that were approved by the HPC in March.

RESULT: NO ACTION

6. Discussion and possible action to identify three potential properties from the 2001 and 2017 Surveys to determine if there is interest from the property owners for local designation as a historic structure or site in year 2021.

Jonathon Hansen clarified that this is relative to local designation, not state & federal. City Planner Peter Schleinz explained that it is for local designation and that the HPC should identify three properties to gauge interest for 2021. Jonathon Hansen recapped the three properties that the HPC reached out to last year. Out of those, only the Union Hotel indicated that they were interested. Jonathon noted that since the Union Hotel expressed interest, the HPC should follow up with them and include them as one of the three properties for 2021. Peter suggested that perhaps the development of COVID has disrupted their pursuit of local designation, so it would be a good idea to reach out to the Union Hotel again. Jonathon also suggested the old national bank at 107 N Broadway Street and also the old State Bank of De Pere at 127 N Broadway Street. Since both of these buildings are near the Union Hotel, he thought they would also be good candidates for local designation. Gene Hackbarth added that the Credo building at 301 Main Avenue would be another good candidate. Jonathon Hansen made a motion, seconded by Gene Hackbarth, to reach out to the owners of the Old National Bank and the Credo building as well as the Union Hotel. Upon vote, motion carried unanimously. Peter asked Mike Fleck for clarification as to what type of letter should be sent to the property owners. Discussion followed and it was decided to send out a short, simple letter to property owners to indicate their interest, then follow up with a meeting with members of the HPC if there is further interest.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jonathon Hansen, Alderperson
SECONDER: Gene Hackbarth, Commissioner
AYES: Fleck, Hackbarth, Hansen, Sands, Turriff, Vomastic-Muka

7. Discussion and possible action regarding the reuse/relocation of a descriptive sign that formerly existed near a fountain at the 400 Block of James ST.

Mike Fleck reported that he conferred with the Fox River Navigational Authority about relocating the sign down by the locks. However, the back of the sign will need to be changed since it references the fountain, which it is no longer located by. Both Definitely De Pere and Fox River Navigational Authority were in favor of relocating the sign down by the locks, with perhaps more information regarding the locktender's house. Mike Fleck also suggested including the history of the dams on the sign. Gene Hackbarth stated that he is willing to work with Mike Fleck, Definitely De Pere, and Fox River Navigational Authority to work on a graphic and erect the new sign in 2021.

RESULT: NO ACTION

8. Discussion and possible action regarding an opportunity for HPC to apply for Certified Local Government grant funding due to an extended application timeline of January 4, 2020.

Gene Hackbarth reported that there are expanded opportunities for the HPC to apply for a CLG grant through the state. The deadline to apply for the CLG grant is January 4, 2021. He would like to reach out to potentially eligible property owners for nomination to the state & federal registries. Gene stated that he would work with staff to draft a letter to

send to the designated property owners, which would be sent from the HPC. After the letters are sent, the HPC would submit an application to the Wisconsin Historical Society for the CLG grant. The grant would cover the cost of the nominations, which is approximately \$2000-\$3000 per property. The following eight properties would receive the letter:

1207 Fox River Drive
 1218 Fox River Drive
 1334 Fox River Drive
 713 Glenwood Avenue
 514 Lewis Street
 815 Nicolet Avenue
 1336 Ridgeway Boulevard
 405 S Wisconsin Street

Gene will draft the letter, forward it to Peter who will then print the letters on City of De Pere letterhead on behalf of the HPC, and mail them out to the eight property owners. If they are interested, they will contact the HPC and the City of De Pere would submit an application for a CLG grant that would cover the cost of preparing the nominations. Jonathon Hansen asked if the HPC would be able to hire consultants to submit the paperwork to the Wisconsin Historical Society. Gene replied yes. Gene Hackbarth made a motion, seconded by Mike Fleck, to prepare a letter to send out to potential property owners in anticipation of state and federal nominations. He will also work with staff to apply for a CLG grant. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gene Hackbarth, Commissioner
SECONDER:	Mike Fleck, Chairperson
AYES:	Fleck, Hackbarth, Hansen, Sands, Turriff, Vomastic-Muka

9. Future Agenda Items.

Jonathon Hansen stated that the cupola of the old library on Main Avenue needs to be rebuilt. He added that the west side facade grant program still has money in the budget. He requested that City Planner Peter Schleinz reach out to Development Services staff to see if the cupola restoration is eligible for facade grant money. If it is eligible, he would like staff to reach out to the property owner to let them know this facade grant money is available to them.

Adjournment

Gene Hackbarth moved, seconded by Mike Fleck, to adjourn the meeting at 6:50 pm. Upon vote, motion carried unanimously.

Respectfully submitted,
 Kelly Barker



City of De Pere, Wisconsin

Request For Historic Preservation Commission Action

MEETING DATE: June 21, 2021

DEPARTMENT: Planning

FROM: Kelly Barker

SUBJECT: Public comments upon matters not on the agenda.



City of De Pere, Wisconsin

Request For Historic Preservation Commission Action

MEETING DATE: June 21, 2021

DEPARTMENT: Planning

FROM: Peter Schlein

SUBJECT: Consideration and possible action regarding the 15th annual 2021 Local History and Historic Preservation Conference, to be held virtually on October 20-22, 2021.

HPC members are requested to save the date for the conference, which is being held virtually again in 2021. Although registration is not yet open, the following link can be used to obtain additional information in the near future:

<http://wisconsinhistory.org/Records/Article/CS3325>

Due to the virtual conference allowing for a cost savings, all HPC members should consider attending the conference.

ACTION RECOMMENDATION: Receive and place on file.

ATTACHMENTS:

- Historic Preservation - Local History Annual Conference _ Wisconsin Historical Society 2021 (PDF)



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GENERAL INFORMATION

Local History - Historic Preservation Conference

2021 Annual Conference

PRINT EMAIL A FRIEND FACEBOOK TWITTER MORE...

Following the success of the online 2020 Local History and Historic Preservation Conference we will be going virtual again in 2021! From **Wednesday, October 20 through Friday, October 22, 2021**, we will meet online to share the high-quality sessions, plenary events, workshops, and discussion groups that have become synonymous with our conference. In 2020, we hosted over 375 attendees and speakers from 53 Wisconsin counties, 19 states and Washington D.C. While we are disappointed that we will not be able to hold an in-person conference this year, hosting the conference online ensures the health and safety of our attendees and provides an opportunity to offer accessible connections to colleagues and experts from all regions of Wisconsin and across the country.

We are excited to share our plans for the conference in the months ahead and to connect with you in October!

SAVE THE DATE FOR FUTURE CONFERENCES

October 13 - 15, 2022, at the Central Wisconsin Convention & Expo Center in Rothschild

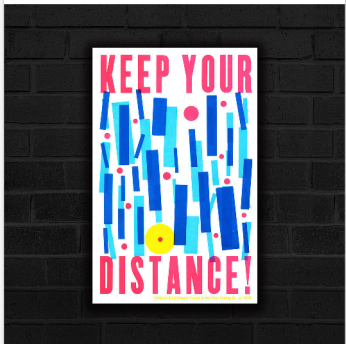
October 19 - 21, 2023, at the La Crosse Center in La Crosse

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National History Day 2021 T-Shirt



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Social Kindness

Have Questions?

Contact us at lhpcconference@wisconsinhistory.org.

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City of De Pere, Wisconsin

Request For Historic Preservation Commission Action

MEETING DATE: June 21, 2021

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Consideration and possible action regarding a Memorandum of Agreement, Scope of Work, and Template for Consultant Contract from the Wisconsin Historical Society regarding a \$12,000 sub-grant for costs related to the potential state and federal nomination of private residences at 1218 Fox River DR, 815 Nicolet AV, and 1336 Ridgeway BL (Parcels ED-1128-F-20, ED-1350, ED-582-N-28).

In January 2021, Gene Hackbarth, Historic Preservation Commission (HPC) Vice-Chair, applied for a sub-grant to cover the costs for a consultant to assist in the State/Federal nomination of three (3) residential properties in De Pere. The grant did not require a City funded match.

On February 22, 2021 the City was notified by email that a sub-grant was awarded to the City in the amount of \$12,000.

On June 10, 2021 a DRAFT Memorandum of Agreement, Scope of Work, and Template for Consultant Contract was forwarded to the City to consider edits with the Wisconsin Historical Society prior to any final approvals. A copy of the DRAFT is included in the meeting packet.

STAFF RECOMMENDATION:

Review the DRAFT documents and consider recommending approval, referring the documents to City Staff for necessary revisions with Wisconsin Historical Society, and forwarding the FINAL documents to Common Council for approval.

ATTACHMENTS:

- MOA+Attachments, DePere 2021 - DRAFT (PDF)



Wisconsin Historical Society
816 State Street
Madison, Wisconsin 53706

MEMORANDUM OF AGREEMENT
BETWEEN
WISCONSIN STATE HISTORIC PRESERVATION OFFICE
AND
CITY OF DE PERE, WISCONSIN

SUBJECT: Subgrant from federal Historic Preservation Fund through a subgrant from the State of Wisconsin - Project No. WI-21-10015

DATE OF AWARD: Feb. 19, 2021

POINT OF CONTACT: Jason Tish: jason.tish@wisconsinhistory.org 608-264-6512

This agreement between the State Historic Preservation Office (SHPO), and the City of De Pere, Wisconsin (Grantee) stipulates the terms and conditions of the funding for the above-referenced project, as well as the scope for work for the project. The grantee will undertake and coordinate a project to prepare National Register of Historic Places nomination materials for three individual properties in the city:

- a private residence located at 1218 Fox River Drive,
- a private residence located at 815 Nicolet Avenue, and
- a private residence located at 1336 Ridgeway Boulevard.

Completion of these nominations are supported by a grant of up to \$12,000 from the federal Historic Preservation Fund (HPF) through a subgrant from the Wisconsin SHPO in support of the National Register of Historic Places (NRHP) program in Wisconsin. The NRHP program was established by the National Historic Preservation Act of 1966 (as amended), and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SHPO and the Grantee agree to the following:

Scope of Work

The Grantee will carry out the project as stipulated in this document and in the *Scope of Work (Attachment A)*.

Period of Performance

All work related to this project will be conducted between the date of the *Purchase Order* for this project and **August 31, 2022**.

Intermediate Deadlines

There are intermediate deadlines for project activities, reporting, and deliverables stipulated below and in the *Scope of Work*. Intermediate deadlines may be amended subject to the *Amendments* section below.

Oct. 15, 2021 – First *Progress Report* to SHPO is due.

Jan. 15, 2022 – Second *Progress Report* to SHPO is due (if project has not been completed).

April 15, 2022 – Third *Progress Report* to SHPO is due (if project has not been completed).

July 30, 2022 – All deliverables in the *Scope of Work* are due.

Aug. 31, 2022 – project work complete, and final reimbursement requests prepared

Sept. 15, 2022 – Final *Reimbursement Request* is due.

Sept. 30, 2022 – *Project Completion Report* is due. All project work *must* be completed.

The Grantee will notify the SHPO if any situation arises that will adversely affect the timely or successful completion of this project.

The SHPO will review all deliverables within 30 days of receipt, and work with the consultant team to rectify incomplete or inadequate content. Project-related activities may occur after submission of deliverables.

Qualified Professional Consultation

To complete the Scope of Work, the Grantee will enter into a contract with a principal investigator who meets whose professional qualifications have been reviewed by the SHPO and determined to meet the [Secretary of the Interior's Professional Standards for Archaeology or Historic Architecture](#). SHPO staff will maintain contact with the principal investigator for the duration of the project, and provide any training, advice, and technical assistance needed for the successful completion of project work. The Grantee will verify that sub-contractors hired by the principal investigator also meet the Professional Qualification Standards.

Contracts

The Grantee will allow the SHPO to review and approve drafts of contracts for project-related work prior to executing such contracts.

The Grantee will comply with federal procurement standards in Chapter 17 of the [Historic Preservation Fund Grants Manual](#) (*HPF Manual*) when obtaining professional consulting services, and will submit documentation of such *prior to* reimbursement.

The Grantee will not contract with any party who is disbarred, suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under *Executive Order 12549, Debarment and Suspension*.

Allowable Costs

Generally, expenses for the following types of activities are reimbursable under this grant when they are incurred in the completion of project. See Ch. 13 of the *HPF Manual* for more specific eligibility requirements:

- Professional and consulting service
- Travel
- Equipment, materials, and supplies used for project activities
- Exhibits for public display of project accomplishments
- Meeting facilities
- Printing of project materials and deliverables
- Advertising, marketing, and public information
- Time spent by CLG staff coordinating the project activities or hiring and directing consultants

All project-related costs are subject to applicable principles in the following [Office of Management and Budget \(OMB\) Circulars](#).

- A-21 Cost Principles for Educational Institutions (as revised 5/10/2004);
- A-87 Cost Principles for State, Local and Indian Tribal Governments (as revised 5/10/2004);
- A-122 Cost Principles for Nonprofit Organizations (as revised 5/10/2004);
- A-102 Grants and Cooperative Agreements with State and Local Governments (as amended 8/29/97);
- A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, (as amended 9/30/99), and
- A-133 Audits of Institutions of States, Local Governments, and Nonprofit Institutions (as revised 6/27/03).

If the Grantee receives \$300,000 or more annually in total federal funds, the Grantee will comply with the provisions of [OMB Circular A-133](#), [Single Audit Act of 1984](#), and submit to the SHPO a copy of the audit report within 30 days of publication.

All project-related spending will meet federal requirements for the Historic Preservation Fund, meet state requirements for the HPF subgrant program, conform to the approved project budget and occur within the period of performance, and be necessary and reasonable for the completion of the *Scope of Work*.

Grant funding may not be used for any work associated with "lobbying," in accordance with [18 U.S.C. 1913](#).

Reimbursement

The Grantee may request reimbursement for project-related expenses any time, and as often as necessary during the course of project work.

The Grantee will request reimbursement for project-related expenses by completing a [Reimbursement Request](#) form provided by the SHPO. Each *Reimbursement Request* will be accompanied by:

- Documentation of project-related expenses (receipts, paid invoices, etc.)
- Documentation that those expenses were paid (receipt, satisfied invoices, cancelled checks, etc.)

On receipt of a *Reimbursement Request*, the SHPO will reimburse the Grantee, within 60 days, for allowable, paid, and documented costs directly related to the funded project.

The SHPO will reimburse the Grantee up to 75% of the grant award prior to the completion of the project. The SHPO will release the remaining 25% of the grant award after receipt of the final *Reimbursement Request Project Completion Report*, all deliverables stipulated in the *Scope of Work*, and a review of auditable records by SHPO staff.

The Grantee will submit a final *Reimbursement Request* on or before **September 15, 2022** for all unreimbursed, project-related expenses.

Reimbursement of project-related expenses is subject to availability of federal HPF funding committed to the SHPO from the National Park Service.

Retention of Records

The Grantee will retain all records related to project expenses and the procurement of professional services for at least five years after completion of the project. The Grantee will provide, upon request, access to these records to the State Legislative Audit Bureau, the SHPO, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives.

Amendments

After the execution of this MOA, the Grantee may propose, in writing, changes to the *Scope of Work*, budget, or deliverables to the SHPO in accordance with the requirements in section 11 of the *CLG Subgrant Manual*. The SHPO will respond within 30 days, either accepting or rejecting the proposed changes.

The *Period of Performance* cannot be amended because it is tied to federal deadlines for disbursement of Assistance funding.

General Stipulations

Because federal funds will be used to complete this project, materials produced with this funding will remain in the public domain and may not be copyrighted.

The Grantee will comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices.

The Grantee will comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including applicable Secretary of the Interior's standards.

The Grantee will comply with *Title VI of the Civil Rights Act of 1964* that states that no person, on the grounds of race, color, marital status, religious creed or national origin, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

The Grantee will comply with the *Rehabilitation Act of 1973* and the *Age Discrimination Act of 1975* and all requirements imposed by or pursuant to the *Department of the Interior Regulations (43 CFR 17)* issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or physical ability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

During the period of this grant (execution through **September 30, 2022**), any income earned by a Grantee from any project-related activities for which the Grantee requests reimbursement will be subtracted from the amount of the grant award.

The Grantee will indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from actions or claims filed in response to any injury or damage received by any persons or property resulting from the Grantee's efforts to accomplish the *Scope of Work*.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance (also available in Section 7 of the *Subgrant Manual*) will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin Historical Society."

Termination of This Agreement

Either party may terminate this agreement by written notification to the other before the project is completed, and at least days prior to the termination of the agreement.

If this agreement is terminated by the SHPO, except for reasons of non-compliance by the Grantee, the SHPO will reimburse the Grantee up to a maximum of 100% of the eligible costs incurred up to the termination date.

If this agreement is terminated by the Grantee, the SHPO may, at the discretion of the State Historic Preservation Officer, reimburse the Grantee for a maximum of 50% of the eligible costs incurred to the termination date, or may require the Grantee to return any or all federal funds transferred to the Grantee by the termination date, depending upon the circumstances of the termination. This agreement becomes effective upon signature by both parties below, and the receipt by the Grantee of a *Purchase Order* for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer

Daina Penkiunas
State Historic Preservation Officer

Date

Joseph Zegers
Finance Director - City of De Pere, Wisconsin

Date

Attachment A: Scope of Work

Project No. WI-21-10015

De Pere, Wisconsin

The State Historic Preservation Office (SHPO), Wisconsin Historical Society, and the City of De Pere, Wisconsin (Grantee), agree to the following scope of work and project conditions for the completion of National Register of Historic Places nomination documents for three individual properties in the city:

- a private residence located at 1218 Fox River Drive,
- a private residence located at 815 Nicolet Avenue, and
- a private residence located at 1336 Ridgeway Boulevard.

Compliance with Federal and State Guidance

Nomination forms and supporting materials for the National Register of Historic Places will be completed in accordance with the guidance in [National Register Bulletin 16A: How to Complete the National Register Registration Form](#). The nominations will comply with [Additional Wisconsin SHPO Requirements](#). The nominations will be submitted using the ["Wisconsin Preferred" nomination form](#). The Grantee will direct the principal investigator to these documents, and notify them that compliance is required.

Subgrant Manual

In the allocation and use of this federal grant funding, the Grantee will comply with all standards and requirements in the [Historic Preservation Subgrant Administration Manual](#) (*Subgrant Manual*) published by the SHPO. The Grantee will direct the principal investigator to the *Subgrant Manual*, and notify them that compliance is required.

Request for Bids

After the execution of the Memorandum of Agreement (MOA), the local government of De Pere will issue a Request for Bids (RFB) to professional historic preservation consultants who have expressed interest in completing the nominations, and other consultants who may be interested in bidding on the project. The city will use a competitive negotiation process for procurement of professional services, selecting the most qualified competitor.

Contract Template (Attachment B)

A contract template is provided in *Attachment B* for the convenience of the City. This template will be used when contracting with a consultant for the performance of the *Scope of Work*. While this template may be revised, sections XIII and XIV are critical to the integrity of the National Register program, and will be retained unrevised.

Principal Investigator and city staff

The consultant(s) selected to prepare the nominations will serve as the Principal Investigator(s) for the project, and must meet the [Secretary of the Interior's Professional Qualification Standards for Archaeology or Architectural History](#). The city of De Pere will consult with the SHPO to ensure that the selected consultant meets these standards. City staff will assist the consultant in facilitating project work. SHPO staff will maintain contact with the principal investigator for the duration of the project, and provide any

training, advice, and technical assistance needed for the successful completion of project work. Time spent by city staff to facilitate the project will be claimed on reimbursement requests.

SHPO review of nomination(s)

The SHPO will review and approve the scope and boundaries of the nomination prior to commencement of work. After each draft nomination is submitted to the SHPO, the SHPO will retain editorial privilege over all nominations. The city of De Pere will inform the Consultant(s) of their responsibility to participate in an iterative revision process for each nomination with the National Register staff at the SHPO, which may extend beyond the Period of Performance of the grant-funded project.

Deliverables

The following items will be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual. The completed nomination(s) is due at the SHPO by **July 30, 2022** in order to allow time for SHPO staff to ensure that all deliverables are complete and sufficient prior to the end of the Period of Performance.

1. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (NPS Form 10-900).
2. One electronic copy and one paper copy of a 200-300-word summary of the significance of the property.
3. The full text of the nomination and of the summary statement on compact disk.
4. Photographs: Two commercially printed sets of digitally produced images printed at a size of 4" x 6" and labeled on the back in pencil. Digital image files in TIFF format on an archival compact disk. All photographs, printed and digital, will comply with the National Park Service's [National Register Photo Policy](#).
5. A PowerPoint presentation that fully documents the significance and appearance of the property for the Review Board meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.
6. Original USGS quadrangle maps as needed to identify the nominated property. The maps must be labeled in pencil as specified by the National Register and the SHPO and must include construction lines for the calculation of UTM coordinates.
7. District maps, site plans, and/or floor plans, as needed.

8. A complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
9. One completed nomination submission checklist.
10. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the *Subgrant Manual*. New or updated records are required for all resources in the district whether contributing or non-contributing. The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for this project.
11. The City of De Pere will advise the consultant that they will be responsible for presenting the nomination(s) to the State Historic Preservation Review Board when it appears on the Board's agenda, and that any edits or additional information required by the State Review Board or the National Park Service will be provided by the consultant. Costs associated with this review process will be included in the project budget.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance (also available in Section 7 of the *Subgrant Manual*) will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin Historical Society."

Attachment B: Template for Consultant Contract for National Register nomination(s)

Project No. WI-21-10015

De Pere, Wisconsin

CONSULTANT CONTRACT

THIS AGREEMENT is made by and between the City of De Pere, Wisconsin (the City) and [name of consultant] (the Consultant).

WHEREAS, the City has received a grant from the federal Department of Interior, through a subgrant from the State Historic Preservation Office of the State of Wisconsin ("SHPO); and

WHEREAS, the Scope of Work includes producing a National Register of Historic Places nomination documentation for three individual, private, residential properties specified in *Attachment A: Scope of Work*; and

WHEREAS, the Consultant is capable of providing the professional services required, and is willing to make those services available;

NOW THEREFORE, the parties hereto mutually agree as follows;

I. Scope of Services

The Consultant will meet all stipulations in *Memorandum of Agreement, Attachment A: Scope of Work* for completion of the project, and will coordinate all project work with the SHPO.

The Consultant will produce all deliverables in *Memorandum of Agreement, Attachment A: Scope of Work*, and will comply with the conditions and requirements of the *Memorandum of Agreement* (MOA) between the City and the SHPO, which is hereby incorporated into this agreement.

The consultant will assume responsibility for presenting the nomination(s) to the State Historic Preservation Review Board when it appears on the Board's agenda. Edits and any supplementary information required by the National Register Coordinator, State Review Board, the National Park Service will be provided by the consultant. This process may extend beyond of the *Period of Performance* of the grant. Costs associated with this review process will be included in the project budget.

II. Period of Performance

The services of the Consultant shall commence on the signing of this agreement and shall be completed so that all final products are completed and accepted by the SHPO by July 30, 2022.

III. Compensation and Method of Payment

The City shall compensate the Consultant for work performed in accordance with this agreement on the basis of a fixed fee of \$[amount] to be paid in installments on the following schedule. Payment shall be made on completion of each task and after submission of invoice(s) to the City.

- Reconnaissance Survey 35% of the total contract
- Intensive Survey 35% of the-total contract
- Informational Meetings 5% of the total contract

The final 25% of the project cost will be reimbursed after the completion of the project and final acceptance of the Wisconsin Historical Society.

If this contract is terminated under the provisions of Article IX below, the Consultant shall be compensated for all services performed and expenses incurred up to the date of termination.

IV. Amendments

The City may occasionally propose changes to the scope of services to be performed hereunder. Such changes, including increases or decreases in the amount of compensation paid to the Consultant, which are mutually agreed upon by and between the City and the Consultant shall be incorporated in written amendments to this agreement.

V. Compliance with Federal, State and Local Laws

The Consultant shall comply with all federal and state laws and regulations concerning equal opportunity, affirmative action and fair employment opportunities. The Consultant further agrees to comply with all applicable regulations, laws, ordinances, and codes to the state and local government and policies, guidelines and requirements of this federal grant program identified as 15.904 in the Catalog of Federal Domestic Assistance.

VI. Interest of the Consultant

The Consultant covenants that they now have no personal interest, direct or indirect, in any property or business of any kind, and shall not acquire any such interest, which would conflict in any manner or degree with the performance of services under this contract.

VII. Indemnification

The Consultant agrees to indemnify, defend and hold harmless the City of De Pere and its agents from and against all loss or expense (including costs and attorney's fees) by reason of any claim or suit arising out of the acts or omissions of the Consultant its employees, agents or assigns the Consultant from liability imposed by law upon the Consultant or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any

person or person or on any account of damages to property, including loss of use thereof, whether caused by or contributed to by the Consultant or its agents or employees.

The Consultant shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, all its officers, agents and employees from all suits, action, or claims of any character brought for or on account of any injuries for damages received by any persons or property resulting from the operations of the Consultant in executing work under this agreement.

VIII. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Consultant shall violate any of the covenants, agreements or stipulations of the Agreement, the City shall thereupon have the right to terminate this contract by giving notice to the Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant under this contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of contract by the Consultant. The City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City from the Consultant is determined.

IX. Termination to Contract for Convenience

The City or the Consultant may terminate this agreement at any time by giving at least twenty (20) days' notice in writing to the other party. If the contract is terminated as provided herein, the Consultant will be paid for the time and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Consultant, Article VIII hereof relative to termination shall apply.

X. Records and Audits

The Consultant shall maintain records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for four (4) years after the expiration of this contract unless permission to destroy them is granted by the SHPO.

XI. Worker's Compensation

This is intended as, and is, an independent contract between the City and the Consultant. Neither Consultant nor any partner or employee of the Consultant shall, by reason of this contract, become an employee of the City of De Pere.

XII. Equal Opportunity and Affirmative Action

In the performance of services under this contract, the Consultant agrees not to discriminate against any employee or applicant because of sex, race, color, handicap, religion, national origin, age, or marital status to the person maintaining the household, lawful source of income, age or ancestry. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, age, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause:

"This program receives financial assistance for identification and preservation of historic properties. The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap (mental and/or physical impairment)."

XIII. Ownership of Documents

All of the reports, forms, information, data, etc., prepared or assembled by the Consultant under this contract are the property of the City and the Consultant agrees that they shall not be made available to any individual or organization at any time without prior written approval of the City.

XIV. Intellectual Property

A. The Consultant hereby grants the SHPO a non-exclusive, irrevocable, royalty-free license to all copyrightable material ("Material") created within the scope of the agreement without limitation. The SHPO shall have the right to reproduce, alter, modify, publish, and display all Material created under the scope of this agreement as necessary in the opinion of SHPO to conform to and comply with their requirements and standards, and those of the National Park Service.

B. Further Warranties and Indemnities

- (1) The Consultant represents and warrants to that:
 - (a) the Consultant is the sole author of the Material or has all rights to the Material, and the Material is original;
 - (b) the Consultant has the right, power and authority to enter this contract, and is the sole owner of the Material; and
 - (c) The Material contains no material that (i) infringes any copyright or other proprietary right, and to the best of the Consultant's knowledge, contains no material that (ii) is libelous or a violation of any right of

privacy or publicity, or (iii) would otherwise subject SHPO to legal liability.

- (2) The Consultant will indemnify and hold harmless SHPO from any loss, damage, expense (including reasonable defense costs), recovery or judgment that either party may incur ("Costs") as a result of any claim made against either which, if sustained, would constitute a breach of a representation or warranty made by the Contractor in this Contract (each, a "Claim").
- (3) All warranties, representations and indemnities made by the Consultant in this Contract will survive any termination of this Contract, and will inure to the benefit of the State Historic Preservation Office, the Wisconsin Historical Society, the State of Wisconsin, and the National Parks Service, and their respective officers, directors, officials, employees, agents and volunteers.

XV. Severability

It is mutually agreed that, in case any provision of the contract is determined by a court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of the contract remain in full force.

IN WITNESS THEREOF, parties hereto have caused this agreement to be executed the year and date written below by their proper officers and representatives.

Consultant

Date

[city/village] financial manager

Date

[city/village] project manager

Date



City of De Pere, Wisconsin

Request For Historic Preservation Commission Action

MEETING DATE: June 21, 2021

DEPARTMENT: Planning

FROM: Kelly Barker

SUBJECT: Future Agenda Items.
