

# Memo

To: Plan Commission, Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: AUTHORIZATION OF STAFF TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE FOR CERTIFIED LOCAL GOVERNMENT SUBGRANT FUNDING (T. Fuller)

Date: 02 June 2022

The Village of Allouez is a recipient of a subgrant from the Wisconsin State Historic Preservation Office for the nomination work for the Sunset Circle Residential Historic District. The subgrant is funding the nomination work for up to \$12,500. The next step in the grant process is signing the memorandum of agreement and sending out a Request for Proposals for the work. Once a consultant is selected, the work can begin. All expenses are reimbursed through the grant for up to the award amount. Prior to applying for the grant, the village received estimates for the scope of work, which came in under \$12,500.

Staff has reviewed the memorandum of agreement and recommends approval. The agreement is similar to the agreement used with past subgrant projects.

**The Village Board is asked to authorize staff to enter into the memorandum of agreement with the Wisconsin State Historic Preservation Office for Certified Local Government subgrant funding.**



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MEMORANDUM OF AGREEMENT  
BETWEEN  
WISCONSIN STATE HISTORIC PRESERVATION OFFICE  
AND  
VILLAGE OF ALLOUEZ, WISCONSIN

**SUBJECT:** Subgrant funding up to \$12,500 from federal Historic Preservation Fund through a subgrant from the Wisconsin State Historic Preservation Office  
**Project No. WI-22-10016**

**DATE OF GRANT AWARD:** Feb. 18, 2022

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

This agreement between the State Historic Preservation Office (SHPO), and the Village of Allouez, 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 formally nominate the Sunset Circle Historic District to the National Register of Historic Places.

Completion of the nomination is supported by a grant of up to \$12,500 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 shall carry out the project as stipulated here and in the attached *Scope of Work*.

*Period of Work Performance*

All work related to this project shall be conducted between the date of the *Purchase Order* for this project and **August 31, 2023**.

### *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. 17, 2022* – First *Progress Report* to SHPO is due.

*Jan. 16, 2023* – Second *Progress Report* to SHPO is due (if project has not been completed).

*April 17, 2023* – Third *Progress Report* to SHPO is due (if project has not been completed).

*July 31, 2023* – All deliverables in the *Scope of Work* are due.

*Aug. 31, 2023* – **Project work must be complete.**

*Sept. 11, 2023* – Final *Reimbursement Request* is due.

*Sept. 30, 2023* – End of federal fiscal year. **No more project work or reimbursement.**

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

The SHPO shall review all deliverables within 30 days of receipt, and work with the consultant 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*.

SHPO staff will provide to the Grantee a list of consultants who have expressed interest in bidding on their grant-funded project, and who are known by the SHPO to have provided qualified staff to past CLG grant recipients.

### 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 during the Period of Performance, and as often as necessary during the course of project work. The final Reimbursement Request must be submitted by **September 11, 2023**.

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 expenses were paid (receipts, 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 grant-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 completion of all project work and receipt of all deliverables stipulated in the SOW.

The Grantee will submit a final *Reimbursement Request* on or before *September 15, 2023* 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 will, 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 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 60 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.

VILLAGE OF ALLOUEZ

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Brad Lange  
*Village Administrator – Village of Allouez, Wisconsin*

Date

WISCONSIN STATE HISTORIC PRESERVATION OFFICE

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Daina Penkiunas  
*State Historic Preservation Officer*

Date

## Scope of Work

Project No. WI-21-10016

Allouez, Wisconsin

The State Historic Preservation Office (SHPO) and the Village of Allouez, Wisconsin (Grantee), agree to the following scope of work and conditions for the preparation of National Register of Historic Places nomination documents for the **Sunset Circle Historic District**.

### Scope

The Grantee will complete and submit documentation for nomination of the Sunset Circle Historic District to the National Register of Historic Places.

The Grantee will subscribe to the [Wisconsin Historic Preservation Database](#) (WHPD) for two years covering the *Period of Work Performance*.

### Compliance with Federal and State Guidance

Forms and supporting materials for the nomination will be completed in accordance with the guidance in [National Register Bulletin 16A: How to Complete the National Register Registration Form](#).

The nomination will comply with *Additional Wisconsin SHPO Requirements*, and will be submitted using the "Wisconsin Preferred" nomination form, both of which are available at <https://www.wisconsinhistory.org/Records/Article/CS4116>. The Grantee will direct the principal investigator to these documents, and notify them that compliance is required.

### Subgrant Manual

The Grantee will comply with all standards and requirements in the [CLG Subgrant Manual](#) (*Subgrant Manual*) for allocation and use of federal funding. 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 Village of Allouez will issue a Request for Bids (RFB) to historic preservation consultants who have expressed interest in undertaking the project, and other qualified consultants who may be interested in bidding. The city will use a competitive process in the procurement of consulting services.

### Contract Template

A contract template is provided for the convenience of the Grantee. 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 selected to conduct the survey will serve as the Principal Investigator for the project and must meet the [Secretary of the Interior's Professional Qualification Standards for 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. City staff will assist in coordinating and facilitating project work. Time spent by city staff to facilitate the project is eligible for reimbursement from the grant award.

### *SHPO Review of district boundary and nomination forms*

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

### *Deliverables*

The completed nomination packet is due at the SHPO by **July 31, 2023** in order to allow time for SHPO staff to affirm that all deliverables are complete and sufficient prior to the end of the Period of Performance.

The following items will be submitted by the project completion date of **August 31, 2023**.

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, to be presented at the quarterly meeting of the Historic Preservation Review Board. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD along 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 Park Service 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.
9. Three sets of adhesive mailing labels that include a label for each property owner in the historic district.
10. One completed submission checklist.
11. An update to the Wisconsin Historic Preservation Database (WHPD) as specified 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 nominated 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.
12. The Grantee 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.

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