

It is expected that a Quorum of the Board of Public Works, Park Board, Administration Committee, and/or Common Council may attend this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
LANDMARKS COMMISSION
Council Chambers
140 Main Street, Menasha**

October 8, 2008

4:30 PM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Minutes of the September 9, 2008 Landmarks Commission Meeting](#)
 - 2. [Minutes of the October 1, 2008 Landmarks Commission Meeting](#)
- D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA
Five (5) minute time limit for each person
- E. DISCUSSION
 - 1. None
- F. ACTION ITEMS
 - 1. Façade Improvement and Grant Request – 177 Main Street (to be received)
 - 2. Façade Improvement and Grant Request – 163 Main Street (to be received)
 - 3. Historic Preservation [Proposal](#) and [Contract](#) Review
- G. ADJOURNMENT

CITY OF MENASHA
LANDMARKS COMMISSION
COUNCIL CHAMBERS

DATE: 9-10-08

MINUTE NOTES
CHE—SECRETARY

0. REGULAR MEETING

1. CALL TO ORDER

- a. TIME: 4:02 p.m.
- b. CHAIR: Joe

2. ROLL

a. LANDMARKS MEMBERS (Mark Present or Absent)

- i. Chair: Joe Weidert present
- ii. Vice Chair: Patti Rudolph present
- iii. Ald. Jason Pamenter present
- iv. Kristi Lynch present, after 4:30
- v. Mary Nebel present
- vi. Chris Evenson present
- vii. Charlie Cross absent

b. OTHERS PRESENT

- i. Dan Pamenter
- ii. Jessica Beckendorf

3. MINUTES

- a. Date(s) of meeting minutes: 8-13-08
- b. Motions:
 - i. Amendments: None
 - ii. Motion to approve:
 - 1. By: Jason
 - 2. 2nd: Patti
 - 3. Result: Approved

4. PUBLIC COMMENTS ON MATTERS OF CONCERN TO THE CITY

- a. Item: None

5. SUBSTANTIVE AGENDA ITEMS

A. 6.E Façade Alteration and grant request 165 & 167 Main St.

- i. Action Item
- ii. Attachments: Photos of deteriorated brick, bids for work and grant application
- iii. Presenter: Jessica and Dan Pamerter
- iii. Discussion: The problem with water damage is illustrated by the photos, and the cost of repair indicated by the bids. This involves 2 facades, therefore \$2,500 for each façade is available totaling a maximum grant of \$5,000. There are no TIF 7 funds available, therefore the request is from the Landmarks existing fund. Total cost of remediation over \$16,000, plus gutters and downspouts. A discussion as to the prior remedial work that was done on these walls ensued, including painting of masonry, warranty and gutter and downspout replacement. Work had been commenced pursuant to the ordinance requiring buildings be repaired and maintained, and commission determined grant request was still available on that basis.
- iv. Motion: To grant request for \$5,000 in grant funds for the proposed façade restoration work.
 1. By: Mary
 2. 2nd: Chris
 3. Result: Approved (Jason abstained, Kristi was not present, all 4 other commissioners voted in favor)

B. 5 A Grant Loan Payout Policy

- i. Discussion Item
- ii. Attachments: None
- iii. Presenter: Patti and Jessica
- iii. Discussion: Patti reported on her contact with a local bank on how other city funds are disbursed. Appears bank does not take active part in loan servicing. Jessica will

check with Tom Stoffel and Attorney Brandt on how to best address concerns of commission that loaned funds only disbursed as work is done and that funds committed are in fact used. Additional concerns over project timing, nature of improvement, inspection, and reporting were also discussed.

C. 6 A Budget and Action Planning

- i. Action Item
- ii. Attachments: None
- iii. Presenter: Jessica
- iii. Discussion: Landmarks Commission currently has no annual budget, only funds that have come from prior state administered federal grants. This is different from larger municipalities that automatically get such funds annually. Request for funding, as part of Community Development Budget required immediately. The following items and budget amounts were agreed upon for submission to the council for consideration:
 1. \$35,000 for façade deterioration repair and improvement in the historic district to be distributed in the grant and loan program.
 2. \$5,000 for community education and outreach (including brochures, historic preservation month activities, printing, postage, speakers, etc.)
 3. \$5,000 for outside professional services (including engineers, architects, historians, and other technical experts needed to evaluate projects and their compliance with Landmarks ordinances and grants/loans.)
 4. \$1,000 for educational seminars, conferences, materials, reference works deemed beneficial to the Landmarks Commission.
 5. Total 2009 budget request: \$46,000

Unanimous consensus was reached on these numbers and that Chair would draft letter to the council for inclusion within the development department budget request.

Additional items discussed for action in 2009 and beyond: Jessica to send current zoning code for analysis in light of historical preservation objective; CLG status (a must do); Coordinate historical recognition activities with historical society; possible GIS Map purchase.

D. 6 B Demolition Application Materials

- i. Action Item
- ii. Attachments: Draft of application materials
- iii. Presenter: Jessica
- iii. Discussion: May be possible and desirable to impose fee for processing, fee to go to city. Amendment of section 3 f to clarify need for specificity on post razing site condition suggested. Jason to check with other cities as to adequacy of insurance requirements (note: this is not a Landmarks issue, as it is a matter of city ordinance.) Start and end dates for planned demolition to be specified in form. Minor typographical errors noted and corrected.
- iv. Motion: To approve demotion application forms, as amended per above discussion.
 1. By Jason
 2. 2nd Kristi
 3. Result: Approved

E. 6 C Certificate of Appropriateness

- i. Action Item
- ii. Attachments: Missing from packet
- iii. Presenter: Jessica
- iii. Discussion: Item to be held for final approval at next meeting. Working draft to be submitted to members by e-mail for comment and review, pending next meeting.
- iv. Motion: None.

F. 6.D Historic Paint Palette List

- i. Action Item
- ii. Attachments: Listing on spread sheet prepared by Kristi
- iii. Presenter: Jessica and Kristi
- iii. Discussion: List and spread sheet approved of by all commission members, Joe offering to put into more user friendly format. Kristi thanked for her extra effort on this project.
- iv. Motion: To approve historic color palette, with reformatting.
 1. By: Patti
 2. 2nd: Mary
 3. Result: Approved

G. 6 F Resurvey Proposal

- i. Action Item
- ii. Attachment: Proposal in agenda packet.
- iii. Presenter: Jessica
- iv. Discussion: Only one proposal received from Heritage Research Ltd. Proposal was within budget (grant) and references were good for work done for Neenah. Only one hard copy set of photos deemed adequate and contract to be reviewed for inclusion of all items contemplated by commission within bid limit.
- v. Motion: To approve the bid and request formal contract for resurvey.
 1. By: Chris
 2. 2nd: Kriti
 3. Result: Approved.

H. 6 G Change of Meeting Time

- i. Action Item
- ii. Attachment: None
- iii. Presenter: Jason
- iv. Discussion: Regular meeting time of 4:00 pm inconvenient for several commission members given work and child rearing responsibilities. Alternatives discussed: morning meetings, lunch meetings, later afternoon meetings.
- v. Motion: To change regular meeting time to 4:30 pm

1. By: Jason
2. 2nd: Kristi
3. Result: Approved

7. ADJOURNMENT

- a. TIME: 5:40 pm
- b. MOTION
 - i. BY: Jason
 - ii. 2ND: Kristi
 - iii. Result: Approved

DRAFT

CITY OF MENASHA
LANDMARKS COMMISSION
COUNCIL CHAMBERS

DATE: 10-1-08

MINUTE NOTES
CHE—SECRETARY

0. SPECIAL MEETING

1. CALL TO ORDER

- a. TIME: 4:30 p.m.
- b. CHAIR: Joe

2. ROLL

a. LANDMARKS MEMBERS (Mark Present or Absent)

- i. Chair: Joe Weidert present
- ii. Vice Chair: Patti Rudolph present
- iii. Ald. Jason Pamerter present
- iv. Kristi Lynch absent
- v. Mary Nebel absent
- vi. Chris Evenson present
- vii. Charlie Cross absent

b. OTHERS PRESENT

- i. Dan Pamerter
- ii. Jessica Beckendorf

3. PUBLIC COMMENTS ON MATTERS OF CONCERN TO THE CITY

- a. Item: None

4. SUBSTANTIVE AGENDA ITEMS

A. 1. Façade Alteration and grant request 165 & 167
Main St.

- i. Action Item
- ii. Attachments: Photos of deteriorated brick,
bids for work and grant application
- iii. Presenter: Jessica and Dan Pamerter

- iii. Discussion: Proposal is for work to be done on front façade, per sketch and bids provided. Significant features include: concrete wash for entryway floor, wooden accent panels (distressed in shades of shiraz and summer pudding), window repainting in charcoal black, neutral/natural tile surround, transom windows side column and tin type ceiling panels (probably in bronze shade). Note: a couple of other alterations, covering of toothbrick and signage were discussed, but will be brought back to the commission and are not part of this action item.
- iv. Motion: To approve proposed alterations to façade and to approve grant of \$2,500
 1. By: Chris
 2. 2nd: Patti
 3. Result: Approved (Jason abstained)

5. ADJOURNMENT

- a. TIME: 4:45 pm
- b. MOTION
 - i. BY: Jason
 - ii. 2ND: Joe
 - iii. Result: Approved

August 13, 2008



City of Menasha
Attn: Jessica Beckendorf, Associate Planner
140 Main Street
Menasha, Wisconsin 54952

Re: Request for Proposal
Survey of Historical and Architectural Sites
In the City of Menasha

Dear Ms. Beckendorf:

Thank you for requesting a proposal for the Menasha Survey of Historical and Architectural Sites from our firm. We have reviewed your Request for Proposal. It would be a pleasure to assist the City of Menasha in identifying their historic resources.

As you will see in the attached brochure, LJM Architects, Inc. has been active in many aspects of historic preservation. Our award winning work ranges from a \$10 million theatre restoration in Sheboygan to numerous small storefronts. Our historic preservation clients include private owners, not-for-profit organizations, and municipalities. The scope of services can range from simple façade studies to full architectural and engineering services.

In recent years, we have aimed to diversify our services by expanding into historic preservation consulting. Among our assignments are a four phase intensive survey for the City of Sheboygan and a feasibility study for the renovation and reuse of the Oregon High School for the Village of Oregon's Historic Preservation Commission. These projects were funded with the assistance of a grant-in-aid from the National Park Service and administered by the Historic Preservation Division of the Wisconsin Historical Society.

We believe that we have a very knowledgeable and capable team for this project with years of education and experience in architectural history. LJM is very interested in this project and is eager and available to begin work on it. Please do not hesitate to call if you have any further questions regarding the materials contained in our proposal. We look forward to hearing from you in the near future.

Sincerely,

LJM Architects, Inc.


Jennifer L. Lehrke, AIA

“Creating a Lasting Impression”

Specializing in the following types of projects:

- Religious
- Community
- Educational
- Governmental
- Historic Surveys & Research
- Historic Preservation
- Industrial
- Recreational
- Commercial
- Residential
- Retail

Professional Qualifications

Jennifer L. Lehrke, AIA
Architect & Historic Preservation Consultant

Our key historic preservation consultant is Jennifer L. Lehrke, AIA. She is an experienced, registered architect with a broad range of historic preservation projects under her belt. She is assisted by a team of architects, intern architects, drafters, and administrative support.



Stefanie Weill Center
Sheboygan, Wisconsin

Relevant Historic Preservation Consulting Experience

- Sheboygan Loan & Grant Programs
Section 106 Reviews
Sheboygan, Wisconsin
- Jumes Restaurant
Façade Restoration Study
Sheboygan, Wisconsin
- Sheboygan County Historical Research Center
Building Expansion Study
Sheboygan Falls, Wisconsin
- Gottsacker Building
Façade Restoration Study
Sheboygan, Wisconsin
- Brin Theatre
Rehabilitation & Cost Study
Menasha, Wisconsin
- Knaus Building
Façade Restoration Study
Sheboygan, Wisconsin
- Everything Under the Rainbow
Façade Restoration Study
Sheboygan, Wisconsin
- Town of Lyndon Town Hall
Building Restoration Study
Town of Lyndon, Wisconsin

Relevant Historic Preservation Architectural Experience

- Stefanie Weill Center
Building Restoration & Expansion
Sheboygan, Wisconsin
- Westphal Building
Building Restoration & Rehabilitation
Sheboygan, Wisconsin
- Victorian Village Resort
Schwartz House Rehabilitation
Elkhart Lake, Wisconsin
- Restoration Gardens
Building Restoration & Rehabilitation
Kohler, Wisconsin
- Victorian Village Resort
Schwartz Hotel Rehabilitation
Elkhart Lake, Wisconsin
- Cops & Robbers Tavern
Façade Restoration
Sheboygan, Wisconsin
- Brown Baer Bar
Building Rehabilitation
Elkhart Lake, Wisconsin
- Eigenberger Building
Storefront Restoration
Sheboygan Falls, Wisconsin

Relevant Historic Preservation Publications

- *City of Sheboygan, Wisconsin Architectural and Historical Intensive Survey Report (Phase One)*. Sheboygan, Wisconsin: LJM Architects, Inc., July 2002.
- *City of Sheboygan, Wisconsin Architectural and Historical Intensive Survey Report (Phases Two and Three)*. Sheboygan, Wisconsin: LJM Architects, Inc., August 2004.
- *City of Sheboygan, Wisconsin Architectural and Historical Intensive Survey Report (Phase Four)*. Sheboygan, Wisconsin: LJM Architects, Inc., 2006.
- *Feasibility Study for the Renovation and Reuse of the 1922 Oregon High School, Oregon, Wisconsin*. Sheboygan, Wisconsin: LJM Architects, Inc., August 2003.



Education

University of Wisconsin -
Milwaukee
Master of Architecture, Historic
Preservation Certificate, 1999
Bachelor of Science -
Architectural Studies,
Art History Minor, 1997

Registration

Registered Architect
Wisconsin, 2002

Professional Affiliations

American Institute of Architects
AIA - Wisconsin
National Trust for Historic
Preservation
Sheboygan County Historical
Research Center
Wisconsin Historical Society
Sheboygan County Historical
Society

Community Service

Sheboygan Falls Chamber-Main
Street Design Committee -
2000 to 2007
City of Sheboygan Falls Historic
Preservation Commission -
2001 to 2007
Sheboygan County Historical
Research Center Board of
Directors - 2002 to present
Sheboygan County Cultural
Resources Planning Committee -
2004
Sheboygan County Historical
Society & Museum Board of
Directors - 2004 to present

Speaking Engagements

Sheboygan County Historical
Society Third Saturdays Program:
Taylor House 1850's -
Living the Life - 2007
Sheboygan County Historical
Society Third Saturdays Program:
Sheboygan County's WPA
Projects - 2007
Sheboygan Masonic Lodge No. 11,
Fundraising Event:
Why We Preserve - 2006
Sheboygan Downtown Rotary
Program: How to Research Your
Historic Home - 2002

Historic Preservation Consulting Experience

Façade Restoration Studies

The City of Sheboygan offers loan and grant programs to eligible businesses in an effort to promote façade restorations of historic buildings, to conserve valuable architecture, and to preserve the City's ethnic and cultural heritage as reflected in its historic structures. Over the past ten years, we have completed over fifty façade restoration studies through the City of Sheboygan's historic preservation grant program.

Intensive Surveys

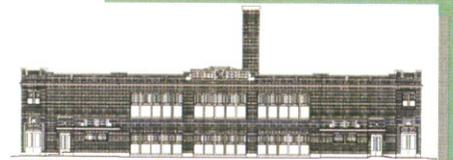
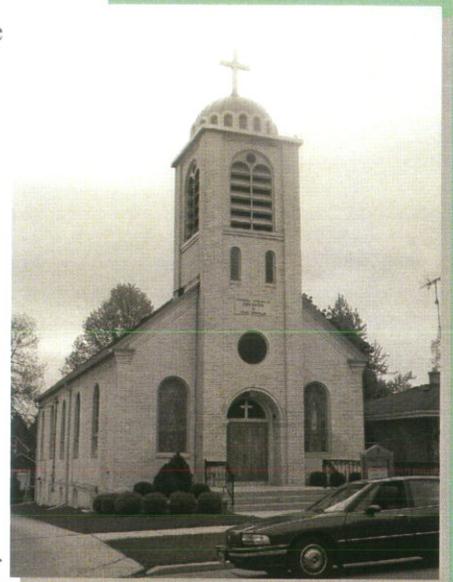
The City of Sheboygan received a Historic Preservation grant-in-aid from the National Park Service, U.S. Department of the Interior administered through the Wisconsin Historical Society to conduct an Architectural and Historical Intensive Survey. Phase One was executed in 2002. Future phases were planned as a means to broaden the boundaries to encompass the entire city limits. Phases Two, Three, and Four were funded through Community Development Block Grant monies from the U.S. Department of Housing and Urban Development which were administered through the City. Phases Two and Three were carried out in 2004, and Phase Four was performed in 2006. We covered approximately 13 square miles and identified well over 1,600 historic resources and thirteen eligible historic districts. The purpose of this architectural and historical intensive was not to write a definitive history of the City, but rather to provide general historical information about the city and its buildings and provide a context for the evaluation of eligibility of resources for listing on the National Register of Historic Places.

Section 106 Reviews

The City of Sheboygan offers federally funded low interest loans to help low or moderate income homeowners or owners of residential rental property leased by tenants with low or moderate incomes to finance the maintenance and/or rehabilitation of their properties, thereby expanding the supply of adequate, safe housing within the City. Over the past four years, we have performed hundreds of Section 106 reviews for the City of Sheboygan's loan and grant programs.

Feasibility Studies

During the summer of 2003, we performed a Feasibility Study for the Renovation and Reuse of the Oregon High School for the Village of Oregon's Historic Preservation Commission, in an effort to save the building from demolition and lay a foundation for the successful renovation and reuse of the building. The report included studies of the building exterior, tuckpointing, roofing and presently covered skylights, foundation, energy alternatives and funding sources for alternative energy applications, window replacements, the connection to the Oregon School District offices at the Netherwood Knoll School, structural integrity, electrical and plumbing conditions, and quantity and location of any asbestos and/or mold. Since then, the building has been successfully rehabilitated as the Madison-area headquarters for a major statewide urban housing developer.



Historic Preservation Architectural Experience

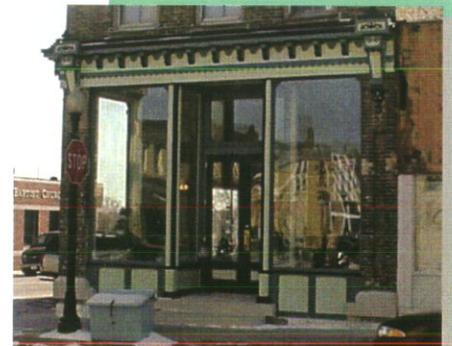
Stefanie Weill Center
826 North 8th Street
Sheboygan, WI - 2001

The Sheboygan Theatre is one of a very few “atmospheric” theatres left nationwide. After being converted into twin movie theatres in the 1980’s and laying dormant and deteriorating for the majority of the 90’s, LJM Architects was retained to restore the theatre back to its original character and transform it into a multi-purpose performing arts venue for the 21st century. Recreating the theatre’s original ambiance, a night in a garden of old Spain, was done by restoring the theatre’s castle-like stucco walls, columns, and balconies, ornate wrought iron sconces and chandeliers, and sky-like blue ceiling with twinkling star lights. The major design challenges include retaining the historic character while creating a state-of-the-art facility and providing exiting and ADA accessibility to meet current building codes. LJM received three awards for our work on this project, including a 2002 Wisconsin Golden Trowel Award for “Best of Tile/Marble/Terrazzo” projects from the International Masonry Institute, a Historic Preservation Certificate of Commendation from the Wisconsin Historical Society, and a Top 20 Projects of 2001 from the Daily Reporter.



Eigenberger Building
101 Pine Street
Sheboygan Falls, WI - 2000 - 2001

As one of the last buildings in the downtown Sheboygan Falls National Register District that had not been restored, the owner of this building wished to return it back to its original appearance based on an archive photo. We measured the existing building, met with the owner to develop a design concept, and prepared color façade restoration elevations. We called for the removal of the existing storefront, cleaning and repairing the masonry, and restoring the storefront. LJM received the 2003 Wisconsin Main Street Best Façade Rehabilitation over \$7500 Award for our work on this project.



Jung-Imig Block
625-629 North 8th Street
Sheboygan, WI - 1998

Restoring these historic buildings, dating back to the 1880's, was a joint effort between the City of Sheboygan, LJM Architects, three separate owners, and the contractor. The block consists of five separate yet connected buildings, all of which were severely altered and deteriorated over time. These grand buildings were restored to their original appearance, including a carved eagle pediment. The major design challenges included the multiple functions of the buildings (commercial, retail, and apartments), providing accessibility, and researching the original appearance of the buildings. This project appears as a Featured Project on the Wisconsin Historical Society’s website.



List of References

We have had the pleasure to work for the following individuals on our recent preservation consulting projects. Please feel free to contact them for a reference.

Paulette Enders
Director of City Development
City of Sheboygan
807 Center Avenue
Sheboygan, Wisconsin 53081
(920) 459-3377

Joan Gefke
Historic Preservation Commission
Village of Oregon
117 Spring Street
Oregon, Wisconsin 53575
(608) 835-3046

Arlan Kay, AIA
Architecture Network, Inc.
116 East Dayton Street
Madison, Wisconsin 53703
(608) 251-7515

Sample of Our Work

We have enclosed a disc of the City of Sheboygan, Wisconsin Architectural and Historical Intensive Survey Report for your review. We hope you find it professionally prepared with color photos, digitally produced maps, and lots of support information.



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Appropriate Fees



Public Education

\$370.00

LJM Architects, the Menasha Landmarks Commission, and the Historic Preservation Division of the Wisconsin Historical Society will conduct a public information meeting regarding the survey. The meeting will be held at the start of the project to introduce the survey team and the project process to the community.

Reconnaissance Survey

\$5,800.00

The entire City will be surveyed street-by-street and structure-by-structure for resources of architectural and historical significance. Information such as addresses, name, and architectural style will be noted, and field observations will be recorded which will later be entered into the Historic Preservation Division's WHPD program to make inventory cards. A black and white photograph of each property will be taken and affixed to its inventory card. In areas where a potential historic district is identified, all buildings within the potential district boundaries will be documented. In addition, all of the surveyed properties will be identified by photo code on a large-scale map created in an AutoCAD drafting program.

Intensive Survey

\$10,460.00

Architectural and historical research of the City will be conducted by the principal investigator throughout the course of the project in an effort to provide a historical context to evaluate resources. Summaries of Menasha's history will be included in the intensive survey report and arranged in themes according to guidelines set forth by the Historic Preservation Division of the Wisconsin Historical Society. Areas of research will include historic Indians, fur trade, government, settlement, industry, transportation, architecture, education, social and political movements, religion, art and literature, commerce, planning and landscape architecture, recreation and entertainment, and notable people.

The data will be analyzed to determine which individual properties and districts will be eligible for listing on the National Register of Historic Places. Structures deemed eligible for listing on the National Register will be evaluated based on their association with the afore-mentioned themes. The individual historic resources and districts will also be reviewed by the Historic Preservation Division of the Wisconsin Historical Society prior to inclusion in the intensive survey report. The evaluation will be performed according to the National Register's Criteria for Evaluation and Criteria Considerations.

The intensive survey report will describe the project and survey methodology, give an overview of the history of Menasha, summarize the thematic research and survey results, and give recommendations for the City of Menasha.

Prior to issuance of the final survey report, the contents will be reviewed by staff of the City of Menasha, the Landmarks Commission, and the Historic Preservation Division of the Wisconsin Historical Society. Several copies of the final survey report will be issued to the Historic Preservation Division and the City of Menasha.

Public Education

\$370.00

A second meeting will be held at the completion of the project to present the results, including the survey report, potential districts, and information on the National Register, to the community.

Estimated Total Cost

\$17,000.00

Maximum Limit

\$18,000.00

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Proposed Timeline



The following is our anticipated schedule of project elements.

Public Education **September - October 2008**

As the principal investigators for the project, we will begin with an initial public education meeting held at the start of the project. We will introduce ourselves and the project to the community.

Reconnaissance Survey **October - November 2008**

In an effort to be as efficient as possible with our time and travel expenses, we propose to begin the reconnaissance survey in the days immediately preceding the first public education meeting. During this time, we will identify properties of architectural or historical significance in the City of Menasha. The finished products of this portion of the project include survey maps, inventory cards, and photograph negatives.

Intensive Survey **October - December 2008**

We will continue our work with a more intensive survey, performing site-specific research while we are in Menasha for the reconnaissance survey. We will prepare district survey forms and publish an intensive survey report at a later date.

Public Education **January - February 2009**

We will participate in a final, public education meeting held at the completion of the project where we will present the survey findings to the community. Generally, it is at this meeting that a representative from the Division of Historic Preservation further explains the National Register of Historic Places program.

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City of Menasha, Consultant Contract for a Historic Building Survey

CONSULTANT CONTRACT

THIS AGREEMENT is made by and between the **City of Menasha** (may be referred to elsewhere in this document as "**Subgrantee**") and **Heritage Research, LTD** (maybe referred to elsewhere in this document as "consultant").

WHEREAS, **the City of Menasha** has received a grant from the federal government Dept. of Interior, administered by the State Historic Preservation office of the State of Wisconsin; and

WHEREAS, the work program includes producing a historic survey of property in the **City of Menasha** as described in MOA Attachment A: Work Program.

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

NOW THEREFORE, the parties hereto mutually agree as follows;

I. Scope of Services

The scope of services covered by this contract shall include the following:

Compilation of information necessary to complete an intensive survey of the City of Menasha as listed in the MOA (Attachment A) and as itemized in the Request for Proposal.

The Consultant will coordinate the intensive survey project with the Historic Preservation Division of the Wisconsin Historical Society (WHS) and will comply with the requirements of the Memorandum of Agreement between the subgrantee and the WHS, which is hereby incorporated into this Agreement.

II. Time 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 Wisconsin Historical Society by **July 15, 2009**.

_____, Consultant Contract for a Historic Building Survey

III. Compensation and Method of Payment

_____ shall pay the consultant for all work performed in accordance with this agreement on the basis of a fixed fee of \$_____ (total project of \$_____) to be paid in installments based on the following schedule:

Reconnaissance Survey	35% of the total contract
Intensive Survey	35% of the total contract
Public Meetings	5% of the total contract

to be paid upon completion of products for each phase as described in the Work Program and standards prescribed by the Wisconsin Historical Society. The Public Meetings may be paid at the conclusion of each of the two meetings.

Total project cost \$_____

Payment of the above shall be made to the Consultant UPON COMPLETION OF EACH SPECIFIED TASK and after submission of an invoice(s) to the _____. Invoices shall specify the tasks performed and the work product completed. The _____ will then make prompt payment to consultant.

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 X below, the Consultant shall be compensated for all services performed and expenses incurred up to the date of termination.

IV. Changes

The _____ may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the consultant's compensation, which are mutually agreed by and between the _____ and Consultant shall be incorporated in written amendments to this agreement.

V. Compliance with Federal, State and Local Laws

Consultant shall comply with all federal and state laws and regulations concerning equal opportunity, affirmative action and fair employment opportunities. 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.

_____, Consultant Contract for a Historic Building Survey

VI. Interest of the Consultant

The consultant covenants that it now has 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

Consultant agrees to indemnify, defend and hold harmless the _____ 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 Consultant its employees, agents or assigns Consultant from liability imposed by law upon 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.

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 _____ 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 _____ become the property of the _____ 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 _____ for damages sustained by the _____ of any breach of contract by the Consultant 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 _____ from the Consultant is determined.

IX. Termination to Contract for Convenience

The _____ 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

_____, Consultant Contract for a Historic Building Survey

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 VII 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 _____ or any authorized representative, and will be retained for four (3) years after the expiration of this contract unless permission to destroy them is granted by the Wisconsin Historical Society.

XI. Worker' s Compensation

As between the _____ and the Consultant this is intended as, and is, an independent contract. The Consultant and no partner or employee of the Consultant shall, by reason of this contract become an employee of the _____.

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 _____, 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 _____.

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XIV. 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.

_____, Historic Preservation Consultant Date

_____, Local Contact Date

_____, Local Official Date