

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 8 / 19

Date of meeting 10 / 16 / 19

(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Ryan Shea, Associate Planner, City of Sandpoint

Address: 1123 Lake Street, Sandpoint, ID 83864

Phone number and email address: (208) 946-2087

Authorized by: \_\_\_\_\_

*name of City official*

*City official's signature*

*(Department Heads, City Council members, and the Mayor are City officials.)*

Subject: Agreement with the State Historic Preservation Office

Summary of what is being requested: The Idaho State Historic Preservation Office has awarded the City \$8,000 to create a Historic Preservation Plan for the City of Sandpoint with a match from the City

in the amount of \$8,000 which can be met through in-kind or cash contributions.

**The following information MUST be completed before submitting your request to the City Clerk:**

1. Would there be any financial impact to the city?   **Yes or No**

If yes, in what way? The grant requires and equal match of \$8,000 to be met through both cash and in-kind contributions.

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted? **Yes or No**

Historic Preservation Commission

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan:    
Public input will be sought throughout the process.

4. Is an enforcement plan needed? **Yes or No**   Additional funds needed? **Yes or No**

5. Have all the affected departments been informed about this agenda item? **Yes or No**

**This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE: July 15, 2019**

**TO: MAYOR AND CITY COUNCIL**

**FROM: Ryan Shea, Associate Planner, City of Sandpoint**

**SUBJECT: Agreement with the State Historic Preservation Office**

**DESCRIPTION/BACKGROUND: The Idaho State Historic Preservation Office has awarded the City an \$8,000 to create an Historic Preservation Plan for the City of Sandpoint. The grant requires an equal match from the City in the amount of \$8,000 which can be met through in-kind or cash contributions.**

**STAFF RECOMMENDATION: Approve the Memorandum of Agreement between the State Historic Preservation Office and the City.**

**ACTION: Move to approve the agreement between the State Historic Preservation Office and the City.**

**WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes**

**ATTACHMENTS:**

**Memorandum of Agreement including project description (appendix A) and budget (appendix B).**

No: 19-  
Date: October 16, 2019

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: MEMORANDUM OF AGREEMENT WITH IDAHO STATE HISTORICAL SOCIETY FOR SANDPOINT HISTORIC PRESERVATION PLAN GRANT**

WHEREAS: The City has been awarded \$8,000 by the State Historic Preservation Office (“SHPO”), a division of the Idaho State Historical Society, for a portion of the costs related to the creation of a Sandpoint Historic Preservation Plan;

WHEREAS: This funding is provided by a National Park Service matching grant in aid program, supporting the National Register of Historic Places program in Idaho, administered by SHPO; and

WHEREAS: The grant requires an equal match from the City in the amount of \$8,000, which can be met through in-kind or cash contribution.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into the Memorandum of Agreement with Idaho State Historical Society (CLG-2019-008), a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

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Shelby Rognstad, Mayor

ATTEST:

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Melissa Ward, City Clerk

City Council Members:

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Ruehle
5. Aispuro
6. Darling

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by the State Historic Preservation Office ("SHPO"), a division of the Idaho State Historical Society, and **CITY OF SANDPOINT** ("Grantee"), effective as of the date of final signature ("Effective Date") and relates to a project to be undertaken by the Grantee, with financial assistance from a National Park Service matching grant in aid program supporting the National Register of Historic Places program in Idaho, administered in Idaho by SHPO. The National Register of Historic Places 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 SHPO and the Grantee agree as follows:

### **1. Application, Project Description and Budget.**

Grantee submitted an application for **SANDPOINT HISTORIC PRESERVATION PLAN** ("Project") for FY19. SHPO will provide a matching grant in aid from the National Park Service to assist Grantee with a portion of costs related to the Project. Grantee hereby agrees to carry out the Project work as described in Attachment A ("Project Description") within the budget set forth in Attachment B ("Budget"). All funds provided by SHPO for this Project shall be federal funds from the National Park Service. No state funds shall be used under this Agreement.

### **2. Period of Performance.**

Work under this Project shall commence after the Effective Date and be completed no later than 30 September 2020.

### **3. Publications.**

An initial or partial draft of any publication prepared by Grantee as part of this Project shall be submitted to SHPO at no later than the 31 January 2020 for review and comment. A completed second draft of any publication must be submitted to SHPO no later than 31 May 2020 for review and comment. All draft publications must be submitted to SHPO in Word or similar editable format; formats such as PDFs will not be accepted. The final version of the publication must be submitted to SHPO no later than 1 September 2020. No publication may be submitted to final printing until a proof of the publication has received approval from SHPO. All publications and public information materials, including audio visual and workshop materials, when applicable, must contain acknowledgment of National Park Service support and the nondiscrimination statement as identified in NPS-49, and the CLG Grants Handbook, available at:

[http://history.idaho.gov/sites/default/files/uploads/CLG\\_Grant\\_Manual\\_2018.pdf](http://history.idaho.gov/sites/default/files/uploads/CLG_Grant_Manual_2018.pdf). In accordance with

the guidance from the National Park Service, all publications, reports, and documents shall be considered property of the Idaho State Historic Preservation Office. The Idaho State Historic Preservation reserves the right to edit any publication as necessary; in the case such edits are necessary, the Idaho SHPO will provide appropriate credit to the publication's preparer.

**4. Allowable Costs.**

Allowable Project costs are for items described in Attachment A and are included within the Budget set forth on Attachment B. Allowable Project costs must be documented to the satisfaction of SHPO and determined by SHPO to:

- a. meet federal requirements for the Project;
- b. be necessary and reasonable for the completion of Project;
- c. have been incurred for Project during the period of the grant; and
- d. meet the obligations outlined in Attachment A.

If the Project involves the acquisition or development of a National Register listed property:

- a. A Preservation Agreement or Covenant shall be executed prior to or concurrent with disbursement of grant funds. The active period for the Agreement is based on the amount of federal funds involved and is defined in Chapter 5, Section B.12 and Chapter 6, Section E.8.f.12 of NPS-49.
- b. A Project sign acknowledging National Park Service assistance shall be erected at the Project site during the Project's term, or Grantee shall obtain, and provide SHPO with a written National Park Service waiver of this requirement.
- c. For a development Project, the architectural plans and specifications must be approved by SHPO as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties."
- d. A current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 shall be obtained prior to the acquisition of real property.
- e. A statement of Just Compensation shall be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

**5. Project Payment.**

Grantee agrees to contribute cash or donated services to the Project in the minimum total of **\$8,000**, or to pay for 50% of eligible Project costs, whichever is less. Upon SHPO's verification of successful completion of the Project by Grantee, SHPO shall pay Grantee **\$8,000** in matching federal funds, as outlined in the Budget, subject to SHPO's receipt of the funds from the National Park Service. Grantee may bill SHPO after the completion and acceptance by SHPO of each completed activity described in Attachment A. All bills submitted must include supporting fiscal documentation detailing the federal and non-federal share of Project costs. Grantee shall submit three copies of all reimbursement requests. Reimbursements will be made by SHPO for expended funds only. Grantee's final bill shall

include a comparison of completed activities and budget to those in the approved Budget. Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant for a period of not less than five (5) years after completion of the Project.

**6. Procurement of Personnel and Services.**

Grantee shall comply with [Title 2 of the Code of Federal Regulations](#), Section A, Subtitle I, "Standards for Financial and Program Management," (formerly OMB Circular A-102) for soliciting supplies, equipment and other services. At a minimum, all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with the requirements of this Subsection I. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall provide, at a minimum, the following procedural requirements:

a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured. When necessary, descriptions shall set forth those minimum essential characteristics and standards necessary to satisfy its intended use. Detailed product specifications should be avoided, if possible. When a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met shall be clearly stated.

b. Clearly set forth all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of the Project.

c. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. If formal advertising does not result in any acceptable bids, Grantee or subgrantee may negotiate with any available contractor, including the contractor who produced the bid requirements.

Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; (4) noncompetitive negotiation. Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to SHPO to evidence compliance with federal procurement requirements prior to disbursement of funds.

**7. Project Supervision.**

Grantee agrees to ensure that work performed related to the Project conforms to Attachment A and B, to all appropriate guidance documents from the Idaho State Historic Preservation Office, and to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, located at [http://www.cr.nps.gov/local-law/arch\\_stnds\\_0.htm](http://www.cr.nps.gov/local-law/arch_stnds_0.htm).

**8. Interim Reports and Requests for Reimbursement.**

Grantee shall submit to SHPO interim fiscal and programmatic reports in compliance with the schedule set forth in the Idaho Certified Local Government Handbook. Reimbursement requests can be made for federal funds at the completion of the Project. Fifteen days after the completion of the Project, 100% of the federal grant award must be requested. Grantee shall contact SHPO immediately in writing if any situation arises that will affect the timely or successful completion of this Project.

**9. Indemnification.**

To the extent not prohibited by Idaho law, Grantee shall indemnify, defend and save harmless the State of Idaho, SHPO, and the Idaho State Historical Society, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of the negligent acts or omissions of Grantee in the performance, act or omission of any term of this Agreement.

**10. Amendment.**

This Agreement shall not be amended without the parties' prior written agreement. Any major alteration, increases, or decreases in the Project or any changes to the Budget must be submitted in writing for review and approval to SHPO at least 30 days in advance of the proposed Project commencement date and in accordance with the requirements detailed in the Idaho Certified Local Government Grants Manual, available at: [http://history.idaho.gov/sites/default/files/uploads/CLG\\_Grant\\_Manual\\_2018.pdf](http://history.idaho.gov/sites/default/files/uploads/CLG_Grant_Manual_2018.pdf). SHPO will endeavor to respond to requests for review and approval in writing within 15 days of receipt.

**11. Attachments.**

All attachments referenced herein and attached hereto are incorporated into the terms of this Agreement.

**12. Termination.**

This Agreement may be terminated by either party upon fifteen (15) days prior written notice.

Should this Agreement be terminated by SHPO, except for reasons of non-compliance by Grantee, SHPO will reimburse Grantee for up to 100% of the eligible costs incurred up to the termination date. Should this Agreement be terminated by Grantee, SHPO, at its sole and absolute discretion, may reimburse Grantee for up to 100% of the eligible costs incurred prior to the termination date, or may require Grantee to return any or all federal funds transferred to Grantee prior to the termination date, depending upon the circumstances of the termination.

**13. Special Conditions.**

The Idaho State Historical Society reserves the right to include any additional special conditions on this agreement as outline below:

- a. City of Sandpoint shall provide the Idaho State Historic Preservation Office a copy of an executed contract with a contractor for completion the Sandpoint Historic Preservation Plan project prior to any work being done, said contractor meeting the Secretary of the Interior’s Professional Qualification Standards: Federal Register Vol. 62, No. 119, p. 33719, 1997 (36 CFR part 61) in at least one (1) of the following fields: Architectural History; Historic Architecture; Historic Preservation; or History;
- b. All drafts of the HP Plan shall be submitted to SHPO staff in Word format (no PDFs);
- c. The City of Sandpoint shall submit an in-progress draft of the HP Plan to SHPO staff on or before 31 January 2020 for review and comment; and
- d. The City of Sandpoint shall submit a completed draft of the HP Plan to SHPO staff on or before 31 May 2020 for final review.

IDAHO STATE HISTORICAL SOCIETY:

\_\_\_\_\_  
Janet Gallimore, Executive Director  
Idaho State Historical Society  
Idaho State Historic Preservation Officer

\_\_\_\_\_  
Date

GRANTEE: CITY OF SANDPOINT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**ATTACHMENT A: PROJECT DESCRIPTION(S)**

## Part A: Proposed Project

### Project Description

Complete a separate Part A: Project Description for **each** proposed project. Please state the objectives, the work to be performed, how the project relates to the goals set forth in the Idaho State Historic Preservation Plan, how the project relates to any local goals or objectives, and how the project will meet the Secretary of the Interior's Standards.

This project will create a Historic Preservation Plan for the City of Sandpoint in order to improve the welfare of its Citizens by creating more convenient, equitable, efficient, and attractive places for present and future generations. The plan will first establish a historic context for the community by building from years of reconnaissance survey data and the recent Historic District Expansion. Additional public involvement and data collection will also be critical. Secondly, the Preservation Plan will develop goals and priorities for the identification, evaluation, registration, and treatment of historic properties. Thirdly, the results of the plan will inform the broader planning processes within the city like City Council strategic planning efforts and the City's Comprehensive Plan.

The work to be done can be broken down into the following steps:

1. Defining the problems/issues.
2. Collection/organization of data. Significant amounts of data have already been collected through years of reconnaissance surveys. However, all good community plans must heavily involve the public so much of the work will involve collecting data from Sandpoint citizens.
3. Analyzing the data.
4. Generating goals and priorities based on the data.
5. Selecting and articulating goals and priorities and turning it into a plan.
6. Monitoring and evaluating the plan (outside of the grant).

This project ties in closely to both local and state Historic Preservation goals and objectives. Specifically:

- Goal 1, Objective A, in the IHPP: Increase Idahoans' awareness of the value of cultural resources in the state through education, dissemination of information, and planning.
- Goal 1, Objective C, in the IHPP: Bring historic preservation to the forefront of community planning and economic development through the Certified Local Government program.
- Goal SA-1: Preservation, in the Sandpoint Comprehensive Plan: Identify, preserve, protect, and enhance areas of special interest, historic value and scenic beauty in Sandpoint.

### Final Products

CLG grant projects should result in a tangible product. Provide a detailed and specific list of the expected final products. Typical products include but are not limited to survey reports and forms; published document (e.g. walking tour guide); a National Register nomination; or similar. In some cases, the product may be an activity like a lecture or workshop. A short narrative describing the event must be submitted to the SHPO at the completion of the project. The narrative will describe the number of people attending, who composed the audience, and whether the project was carried out according to the proposal.

The final product would be a Historic Preservation Plan for the City of Sandpoint. Proper acknowledgement of National Park Service support will be made in all publications.

Typically, Preservation Plans include:

- Introduction
- The Preservation Program (data, analysis, guidelines)
- Goals/Objectives, Recommendations, Prioritization

Project: Sandpoint Historic Preservation Plan

Applicant: City of Sandpoint

### Timetable

Provide an anticipated timetable for carrying out the proposed project. Include significant milestones such as project commencement, issuing of RFPs, public engagement events, any necessary approvals, and projected completion.

February 2019: Awards Announced

March: City issues RFP for Consultant

June 1, 2019: Project starts

June - September 2019: Public outreach/data collection via consultant-led process. Necessary committees/sub-committees formed.

September 30, 2019: Interim report #1.

October - December 2019: Goals and objectives created and refined based on public feedback and data.

January 2020 - February 2020: All work, goals and objectives compiled into draft document.

January 31: Interim report #2.

March - April 2020: Document reviewed and assessed by City leadership and formally adopted.

May 31, 2020: Provide final document to SHPO and closeout grant.

### Key Staff/Personnel

Provide a list of the key staff or personnel who will be involved in the proposed project, including a brief description of the roles and responsibilities for each member. Any anticipated subcontractors to be hired can simply be identified as such (e.g. - "consultant," "architect," "building contractor," et cetera).

The key roles would be a hired consultant with staff members, primarily the Historic Preservation Commission staff liaison, providing support as needed. Historic Preservation Commission members would also provide support and guidance as necessary.

### Attachments (Surveys, A&D, reprinting)

Attach any additional documents in support of this project application. Note: some project types have **required** attachments; please refer to Chapter VII of the Idaho CLG Grants Manual for details on these requirements.

Have you included any/all attachments for the project?

Yes  No

**ATTACHMENT B: PROJECT BUDGET(S)**

**Part B: Project Budget**

**Applicant:** City of Sandpoint  
**Project:** Sandpoint Historic Preservation Plan

Provide a breakdown of the budget items for this specific project. Include hourly or daily rates for professional fees, costs for specific project items, and any associated travel costs. For any cash matches from the Applicant, please include the source of the matching money (e.g. - CDBG, Idaho Heritage Trust, private donation, et cetera).

Item	Federal Share	Local Match		Total
		Cash	In-kind	
Historic Preservation Plan (Consultant fee)	\$8,000.00			\$8,000.00
Staff Labor			\$4,000.00	\$4,000.00
Commission Labor			\$4,000.00	\$4,000.00
<b>Subtotals</b>	\$8,000.00		\$8,000.00	\$16,000.00
<b>Totals</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>		<b>\$16,000.00</b>