Agreement for Professional Services

Historic Preservation Program Development: Customer Service Review and Program Administration

THIS AGREEMENT is made this 17TH day of March, 2014, by and between the CITY OF RAPID CITY ("City"), a South Dakota municipal government located at 300 Sixth Street, Rapid City, South Dakota 57701, and LEHE PLANNING, LLC, ("Consultant") an Alabama limited liability company, having its principal place of business at 300 Century Park South, Suite 216, Birmingham, Alabama 35226.

WITNESSETH:

WHEREAS, the City desires a comprehensive assessment of its Historic Preservation Program, with a view towards improving customer service and program administration, and

WHEREAS, the City further desires to establish a more customer servicefocused process that reflects the standards of "feasible, reasonable, appropriate, and prudent;" and

WHEREAS, the Consultant is capable of providing professional planning and program administration services required for the desired scope of work (the "Project"), and

WHEREAS, the City is in need of the services provided by the Consultant, and

WHEREAS, the City and the Consultant desire to enter into this Agreement under which the Consultant shall provide such services for the City as are set forth herein, and

WHEREAS, the Consultant's work will be performed under the direction of the Mayor and the Community Planning & Development Services Director of the City.

NOW THEREFORE, the parties hereby agree as follows:

- DESCRIPTION OF SERVICES. The Consultant will complete the proposed scope of work and services presented in the Historic Preservation Program Development: Customer Service Review and Program Administration (the "Project Proposal") by Lehe Planning, LLC, dated March 10, 2014, which is attached to and made a part of this Agreement.
- 2. **USE OF SUB CONSULTANTS.** To the extent reasonably necessary to enable the Consultant to perform the duties under this Agreement, the Consultant is

authorized to engage the services of any individual or firm as a sub consultant. The parties agree that any cost for Consultant's use of sub consultants will be paid by Consultant and that any payment to Consultant will not increase beyond the amounts discussed in Paragraph 4 if Consultant elects to use sub consultants. Specifically, the Consultant agrees to retain the services of those individuals described in the Project Proposal.

 TIME FOR PERFORMANCE. The Consultant will complete the proposed Project in accordance with the schedule described in the Project Proposal, unless an extension to the completion date is authorized by the City.

4. PAYMENT AND EXPENSES.

- (a) <u>Fixed fee payment for professional services and expenses.</u> The City will pay the Consultant a total fixed fee of \$9,200. The total fixed fee covers all professional services described in paragraph 1 of this Agreement. The total amount is payable over the planned five-month Period of Performance of the Project, as follows:
 - \$2,000 to initiate the Project,
 - \$2,000 thereafter for a period of three months, and
 - \$1,200 upon completion.
 - The balance of the total fee shall be paid if the Project is completed in a shorter period.
- (b) <u>Travel expenses.</u> City to reimburse consultant for actual cost of transportation, lodging, and per diem, not to exceed \$2,200 for travel between Birmingham, AL, to Rapid City, SD, over a week, unless additional travel is approved by the City. Estimates of travel expenses are based upon the following rates:
 - Roundtrip airfare at \$725
 - 6 nights lodging at \$85 per night = \$510
 - 7 days per diem at \$51 per person (Federal GSA rate) = \$357
 - One week car rental and fuel = \$500
 - Unanticipated expenses due to rate changes = \$108

The currently effective Federal rates established by the GSA for per diem apply.

(c) <u>Reimbursable Expenses.</u> No reimbursable expenses are anticipated. The City will reproduce all documents at its own expense.

- (d) <u>Payment of invoices.</u> The Consultant will submit all Study invoices under the terms of this Agreement to the City for payment. The City will pay the Consultant within 45 days of receipt of an invoice.
- 5. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by the Consultant of the services required by this Agreement. Either party may terminate this Agreement prior to Project completion by giving at least 30 days written notice. In the event of early termination, the Consultant will be paid for services and expenses incurred up to the termination date. The amount due shall be apportioned according to the percent of total work completed. If the percent of work completed is less than the amount paid to the Consultant, then the Consultant will be obligated to return the difference to the City.
- RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent contractor with respect to the City, and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.
- 7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 9. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 11. EFFECTIVE DATE. This Agreement shall become effective upon its execution.
- 12. **APPLICABLE LAW.** The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. Any legal action arising out

of, or relating to, this agreement shall be brought only in Pennington County, South Dakota, in the circuit court for the Seventh Judicial Circuit.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

CITY OF RAPID CITY

BY:

Sam Kooiker

Mayor

Brett Limbaugh

Community Planning & Development Services Director

LEHE PLANNING, LLC

BY:

James E. Lehe

Manager

City of Rapid City, South Dakota

Historic Preservation Program Development: Customer Service Review and Program Administration

Proposed Scope of Work and Services by:



James E. Lehe, AICP Manager 300 Century Park South, Suite 216 Birmingham, AL 35226

> 205.978.3633 jelehe@leheplanning.com www.leheplanning.com

> > March 10, 2014

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I. BACKGROUND

On December 18, 2013, the City received a response to its request to the Attorney General regarding the operations of the City's Historic Preservation Commission and its compliance with state law found in SDCL 1-19A-11.1. After Mayor Sam Kooiker discussed the Attorney General's findings and other customer service issues with the City's Director of Planning, Brett Limbaugh, , they determined that an overall assessment of the Historic Preservation Commission processes be performed by Lehe Planning, LLC.

This proposal responds to the Mayor's request that a "more customer service-focused process" for the administration of historic preservation programs be established. In particular, he is concerned about the standards of "feasible, reasonable, appropriate, and prudent," as he believes these four themes are necessary for a positive customer service experience. In addition, he intends for customer service to apply "not only to external customers but also internal customers," such as staff and members of the Historic Preservation Commission.

Mayor Kooiker suggested the proposed scope of work be coordinated with Brett Limbaugh and include customer service reviews of the following items, among others:

- 1. The "practical impacts of the AG's opinion" and its local implementation. The Mayor is especially concerned with the impacts on "customer service," that might result by an increased burden on the applicant.
- 2. The customer service impacts of the existing ordinance, processes, and procedures of the Historic Preservation Commission, including these processes, in particular:
 - the application process for obtaining a permit,
 - the scope and depth of Commission examination of applications, and
 - the hearing process.
- 3. How the structure and size of the Historic Preservation Commission can improve customer service.
- 4. Staff support to the Historic Preservation Commission.

The Mayor added an additional impetus for this scope, as follows:

"(T)reat the preservation of our local history ... as the true tool for economic development that it is -- I truly believe Historic Preservation can be a positive thing."

Several discussions and email communications thereafter ensued between Jim Lehe and Brett Limbaugh. They compiled background documents and supporting information, which has been generally assessed to help identify the scope of this effort to improve customer service and the effectiveness of Rapid City's Historic Preservation Commission functions and programs. Among other topics, they discussed the need for specialized expertise in preservation. Consequently, Jim Lehe contacted David Schneider of Schneider Historic Preservation, LLC, a seasoned historic preservation consultant to assist with this assignment. Others individuals with specialized knowledge and experience include Cathy Back, a former downtown manager with over ten years' experience administering design review and James Ponseti, AICP, a professional urban planner with experience as a former member of a historic preservation commission.

II. SCOPE OF WORK

- A. Summary. The work program described in this proposal for Customer Service Review and Program Administration would provide an overall assessment of customer service and implement administrative improvements. The work described here needs to be followed up with another phase that addresses design review. The subsequent design review phase would create design guidelines to guide Commission actions on applications submitted for review and further examine improvements to customer service.
- **B. Planning Team.** Planning and historic preservation professionals from Lehe Planning, LLC, and Schneider Historic Preservation, LLC, as further described in the Qualifications section of this proposal, will comprise the Planning Team. The Planning Team assignments will be managed by Jim Lehe who will work under the direction of Mayor Sam Kooiker and Brett Limbaugh, Community Planning & Development Services Director, with the assistance of Sarah Hanzel, the City's Long Range Planner assigned to Historic Preservation.
- C. Proposed Scope of Work: Customer Service and Program Administration. The proposed scope of work includes the following generally-described tasks:
 - Historic Preservation Program Background Research and Investigations.
 This task requires the Planning Team's extensive research and investigations at a distance. The City has already provided many resources to the consultants but additional documents may be required. The Team, with the City's assistance, will compile all available information on City and State processes related to Historic Preservation.

- Review and Assessment of the Historic Preservation Program. The
 Planning Team will review all documentation compiled in task 1 above to
 assess the customer service adequacy and effectiveness of the overall
 Historic Preservation Program.
 - a. Document reviews. The Planning Team will review all planning documents, State laws and opinions, legal agreements, forms and review procedures, municipal ordinances, by-laws, and other applicable policies, documentation, and resources.
 - b. National Main Street Center program feasibility. The Planning Team will investigate the feasibility of local implementation of the four-pronged "Main Street Approach" Organization, Promotion, Design, and Economic Restructuring to tie historic preservation of the Downtown Historic District with economic development objectives. If determined to be feasible, the Team will facilitate the initial organization of the Main Street Program in conjunction with Destination Rapid City and the Rapid City Downtown Association.
 - c. *On-site reviews*. The Planning Team will perform the following onsite reviews:
 - Conduct a windshield field survey of the historic districts.
 - Attend one meeting of the Historic Preservation Commission to review meeting dynamics and Commission member performance.
 - Meet with representatives of Destination Rapid City and the Rapid City Downtown Association.
 - Conduct interviews with key stakeholders and select individuals, including, but not limited to, staff, Commission members, applicant architects, builders, District property owners, citizens and businesses who deal with the Commission, and others.
 - Hold discussions with City staff to review the Team's initial findings and recommendations.
 - d. Report of findings and recommendations. The Planning Team will use the results of its reviews to evaluate the strengths and shortcomings of the City's Historic Preservation Programs and make recommendations for revisions. Among other aspects, the evaluations will examine the quality and effectiveness of customer service, compliance with applicable State laws and policies and the effectiveness of the programs in achieving desired outcomes. Recommendations regarding

- other potential districts/designations and any other processes identified by the consultant may be presented. An interim report of findings and recommendations will be submitted to the City.
- e. *Implementation of recommendations*. The Planning Team will prepare the following revisions, in accordance with the report of findings and recommendations noted in c. above:
 - Prepare recommendations for future recruitment and training of Historic Preservation Commission members, and develop a Commission member expectations statement, a job description.
 - Identify methods for streamlining State review processes.
 - Draft an ordinance reestablishing the Historic Preservation
 Commission, consolidated with the Historic Sign Review
 Committee, with its authority, powers, duties, and responsibilities
 consistent with the AG opinion, the MOU with the State, State law
 in SDCL 1-19A and B, and the Model Historic Preservation
 Ordinance promulgated by the South Dakota State Historic
 Preservation Office in appendix F of the South Dakota Local
 Preservation Handbook, 2008.
 - Update the Historic Preservation Commission By-Laws and Rules
 of Procedure to be consistent with the new ordinances and fully
 compliant with the AG opinion, the MOU, and State law.
- D. On-site observations and assessments. The consultant will travel to Rapid City for a full week to include a field reconnaissance of the historic districts, meetings with the Commission and others, interviews of stakeholders, and review of administrative procedures with City staff and others. The Planning Team and City staff will organize all meetings in advance of each trip.

III. COMPLETION SCHEDULE

The proposed tasks will be completed over a five month period, assuming an authorization to begin about April 1, 2014 and ending about August 31.

IV. PROJECT COSTS

A. Proposed fees and estimated expenses:

- \$ 9,200 Professional services are proposed at a fixed rate of \$9,200, based upon an estimated 80 hours at approximately \$115 average hourly rate for all Planning Team members.
 - 2,200 Estimated expenses for travel, lodging, and per diem will not exceed \$2,200 for one trip over one week, unless additional travel is approved by the City, based upon the following estimated rates per trip:
 - Roundtrip airfare at \$725
 - 6 nights lodging at \$85 per night = \$510
 - 7 days per diem at \$51 per person (Federal GSA rate) = \$357
 - One week car rental and fuel = \$500
 - Unanticipated expenses due to rate changes = \$108

No reimbursable expenses are anticipated. All other expenses will be covered by the above fixed fee for professional services.

§ 11,400 MAXIMUM ESTIMATED COSTS

V. QUALIFICATIONS

A. Lehe Planning, LLC

www.leheplanning.com

Lehe Planning, LLC, based in Birmingham, Alabama, was established in October 2000 to provide local governments and agencies access to professional planning and project management services. The firm assists local governments and agencies with their total planning and project management needs. Working in conjunction with select firms and individuals, Lehe Planning, LLC, offers a multi-disciplinary project team approach.

James E. Lehe, AICP Manager

Jim Lehe has over thirty years of professional planning experience. Consulting part-time since 1993, he began his full-time practice in 2000 with the establishment of Lehe Planning, LLC. He previously held professional planning positions with the City of Birmingham, Alabama; the East Alabama Regional Planning and Development Commission; the Birmingham Regional Planning Commission; the Roanoke County, Virginia, Planning Department; and the Shreveport, Louisiana, Metropolitan Planning Commission. He completed the U.S. Department of HUD Urban Intern Program as a Community Planner in 1981. He is a graduate of the University of Central Florida program in Legal Studies, B.A. 1977, and holds a master's degree in Public Administration from Florida State University, M.S.P.A. 1979, and a master's degree in Urban and Environmental Planning from the University of Virginia, M.P. 1982. A charter member of the American Planning Association since 1978 and a member of the American Institute of Certified Planners since 1985, he has served on the Executive Committee of the Alabama Chapter as President, Treasurer, and Section Representative.

Cathy Back Downtown Management and Grants Consultant

Cathy Back served as the first Manager of Downtown Gadsden, Inc., Alabama's showcase Main Street Program from its inauguration in 1993 through 2003. In that capacity she staffed Downtown Gadsden Design Review Board for 10 years and was instrumental in creation of the Gadsden's second district, the Alabama City Design Review District, which she staffed during its first year of operation. She is a graduate of Auburn, University, B.A. in Sociology, 1975. Her resume is attached to this proposal.

James Ponseti, AICP Planner

James has considerable local planning experience and previously served on the Historic Preservation Board of West Palm Beach, FL. (1991-1994). He has served on the City of Homewood, AL, Planning Commission since 2009 and was chair of the Board of Zoning Adjustment in 2011 and a member from 2006-2011. He is a graduate of Auburn University, B.A. in Political Science with a minor in history, 1985, and holds a Master of

Community Planning degree with an emphasis in Historic Preservation from Auburn University, 1988. See his attached resume.

B. Schneider Historic Preservation, LLC

www.shphistoric.com

Schneider Historic Preservation, LLC, Anniston, Alabama, provides a full range of historic preservation consulting services. The firm was established in 1999 by David B. Schneider, who has served as its Principal since that time. Mr. Schneider's professional historic preservation career spans 32 years, during which time he has successfully completed a diverse range of projects for both private and public sector clients in twelve states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits.

David B. Schneider Principal

See attached resume.

David B. Schneider

Principal, Schneider Historic Preservation, LLC

Full Service Historic Preservation Consultant

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A Client-Oriented Approach

Historic preservation projects often involve the varied interests of clients, regulatory agencies, advocacy groups, and the general public. Having worked extensively in both the nonprofit and for-profit sectors, Mr. Schneider is an effective advocate for his clients' interests and is skilled at finding creative and practical solutions for complicated projects.

- · Historic Rehabilitation Tax Credits
- National Register Nominations
- Environmental Review & Compliance
- Historic Resource Surveys
- Design Review & Heritage Tourism
- Community Preservation Planning
- Advocacy

Experience

Mr. Schneider is the former Executive Director and Senior Director of Preservation Services of the Alabama Trust for Historic Preservation (2009-2013); the Executive Director of the Historic Beaufort Foundation in Beaufort, South Carolina (1995-1999); the Executive Director of the Historic Preservation Trust of Lancaster County, Pennsylvania (1990-1995); and the Executive Director of the Berkeley County (South Carolina) Historical Society Museum (1989-1990). Prior to 1989, Mr. Schneider was a historic preservation consultant based in Charleston, South Carolina and worked in both real estate and construction. He holds a Master of Arts degree in Historic Preservation from Middle Tennessee State University and a Bachelor of Business Administration degree from the University of Georgia. Mr. Schneider is a former Vice President for Southeast Capital Investments, Inc., a regional commercial real estate development and brokerage company.

Active in numerous professional and community organizations, he is the former vice-chairman of the City of Anniston Historic Preservation Commission and has served as Board member for the Alabama Trust for Historic Preservation. A Preservation Leadership Forum level member of the National Trust for Historic Preservation, Mr. Schneider is a 2012 recipient of a Preservation Achievement Award from the Honor Society of Sigma Pi Kappa at the University of Georgia.

Recent Activity

In 2013, Mr. Schneider was engaged by the Alabama Historical Commission to assist with the preparation of regulations and procedures for the new Alabama Rehabilitation Tax Credit Program. In addition, he is representing ten projects involving more than \$100,000,000 in rehabilitation work and more than one million square feet of building space for clients seeking to utilize state and federal historic rehabilitation tax credits.

Cathy Back

PROFESSIONAL ACCOMPLISHMENTS

Historic Preservation

- 14 years of on-site training from Alabama Historic Preservation Architect and oversight of several tax credit projects in Downtown Gadsden National Register Historic District
- Staffed Downtown Gadsden Design Review Board for 10 years and instrumental in creation of the Alabama City Design Review District. Worked with City Building Official to initiate stop work orders when projects not in line with approved plans and then assisted property owners to bring projects into compliance.
- Staffed Alabama City Design Review District for one year, assisted in development of district design review guidelines, and worked directly with preservation consultant on survey and registration of district and placement on National Register.

Downtown Revitalization

- Developed annual goals and objectives from adopted downtown revitalization plan and implemented these objectives with record producing results.
- Coordinated development and adoption of Alabama City Revitalization Plan.
- Secured funding and implemented Downtown Gadsden Façade and Sign Grant Program.
- Expanded and implemented facade and sign grant program to three (3) additional commercial districts.

Downtown Improvement Grants

 Projects funded by: Alabama Department of Transportation, Alabama Bureau of Tourism and Travel, Alabama Council on the Arts, Alabama Forestry Commission, Community Development Block Grant Program, City and County Government, and State of Alabama Legislature.

Project Development and Implementation

- Redesign of public parking lots in Downtown Gadsden District. Secured funding and oversaw renovation of these lots. Project required sensitivity to adjacent historic structures, development of appropriate landscaping and signage for public space.
- Renovation and rehabilitation of downtown historic theatre for public use.
- Renovation of downtown Main Street worked on site with business and property owners and served as liaison with contractor over the course of the 6 block, 15 month project.
- Secured funding for renovation of secondary street in downtown district. Worked on site with business and property owners and served as on site liaison with contractor, city government, and Alabama Historical Commission over the course of the 5 block project.

Associated Employment/Consultation History

Downtown Gadsden, Inc.	Director, 1993 - 2003	Gadsden, Alabama		
Gadsden Commercial	Director, 2004 - 2006	Gadsden, Alabama		
Development Authority				
Community VisionWorks	Director, 2006 - 2007	Gadsden, Alabama		

Cathy Back

Associated Employment cont'd.

Lehe Planning Grant Writing Consultant, Birmingham, Alabama

2006 - 2007

Larry Watts Planning Grant Writing Consultant Birmingham, Alabama

2006 - 2007

Alabama Cities: Downtown Revitalization Albertville, Alexander City, Consultant 1998 - 2003

Center Point, Cullman, Decatur, Jacksonville, Jasper, Madison, Pell City, Scottsboro, Sylacauga

Education

Auburn University Bachelor of Arts, Auburn, Alabama Sociology, 1975

References

Toby Bennington, AICP, Director of Planning, City of Anniston, AL, 1128 Gurnee Avenue, Anniston, AL, 36201, Phone: (256)231-7754, Email: tbennington@ci.anniston.al.us

Elizabeth Brown, Deputy State Preservation Officer of Alabama Historical Commission, retired, 382 Winthrop Court, Montgomery, AL, 36104, Phone: (334)834-2445, Email: eabrown@bellsouth.net

Chris Reynolds, former Board President, Downtown Gadsden, Inc., CFP, Wells Fargo Advisors, LLC, 401 Broad Street, Gadsden, AL 35901, Phone: (256)543-4205, Email: chris.reynolds@wfadvisors.com

James Ponseti, AICP

924 Irving Road Homewood, AL 35209 (205) 837-9848 soulkeg@gmail.com

EDUCATION

Master of Community Planning. Auburn University, 1988.

Bachelor of Arts. Major: Political Science. Minor: History. Auburn University, 1985.

EXPERIENCE

Substitute Teacher. Homewood City Schools. December 2010 - Present

Principal Planner. Lehe Planning LLC, Birmingham, AL. September 2009 - May 2010-Hazard Mitigation Planning, Comprehensive Planning, Strategic Planning and related activities responsibilities

Senior Planner. Shelby County Department of Development Services, Pelham, AL. September 2002-August, 2009. Began as Planner II, with increasing levels of responsibilities.

2002-2003: Directed the Land Development staff and related functions.

2003-2009: Directed the Long Range Planning staff and related functions. Responsibilities included:

- * Developed the County's award winning 2004 Comprehensive Plan
- * Developed the County's Subdivision Regulations
- Consult with municipalities (Montevallo, Wilsonville, Vincent) and Regional Planning Commission to advance planning concepts similar to those of the County
- Reviewed & evaluated rezoning, site plan and prepared staff reports as part of land development approval process
- * Developed power points, pamphlets and other supporting materials
- * Public speaking to professional and civic associations in support of the County's planning programs

Independent Planning Consultant. 2000-2002. Development approval processing, including comprehensive plan amendments & rezoning. Research & develop land use studies and analysis in support of eminent domain activities

Planner/Planner II. Palm Beach County Planning Division, Department of Planning, Zoning and Building, West Palm Beach, FL 1988-2000.

- * Collected, developed, analyzed & managed complex land use, population and demographic data in support of a countywide GIS system. Required significant internal, multi-departmental coordination, as well as with other local governments.
- * Directed and coordinated a comprehensive existing land use survey for Palm Beach County, including the selection and management of six graduate planning interns.
- Developed and analyzed policy for long range management plans, special projects including neighborhood planning, municipal annexation review and analysis
- * Coordinated and developed layout, format and graphics for published reports of the Planning Division. Developed publication ready maps and graphics using GIS and other software packages.

CIVIC INVOLVEMENT

Member: Planning Commission, City of Homewood, AL, 2009 to present

Member: Board of Zoning Adjustment, City of Homewood, AL 2006 to 2011; Chair 2011
 Member: Rosedale Revitalization Committee, City of Homewood, AL 2005 to 2007
 Member: City of West Palm Beach, FL, Historic Preservation Board, 1991 to 1994

OTHER EXPERIENCE, PROFESSIONAL MEMBERSHIPS AND CIVIC ACTIVITIES

Member: American Institute of Certified Planners (Cert# 013164)

Member: American Planning Association

Member: Congress of New Urbanism

National Register of Historic Places Nomination. Prepared and defended a successful nomination to the NRHP for the (1939) Armory Arts Center, formerly the West Palm Beach National Guard Armory which was officially listed in 1992.