

City Council Agenda Items  
and  
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date  
Agenda Items Only

Andrew Garner

Submitted By

City Planning

Division

Development Services

Department

Action Required:

City Council approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$1,200 to provide travel and training funds for the Historic District Commission and staff.

Cost of this request	n/a	Historic Preservation
1010.6300.5304.00	n/a	Travel, Training
Account Number	Funds Used to Date	Program / Project Category Name
36024.1301	n/a	General
Project Number	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

*[Signature]*  
Department Director 10-01-2013  
Date

Previous Ordinance or Resolution # n/a

*[Signature]*  
City Attorney 10-3-13  
Date

Original Contract Date: n/a

*[Signature]*  
Chief of Staff 10-4-2013  
Date

Original Contract Number: n/a

*[Signature]*  
Mayor 10/9/13  
Date

Received in City Clerk's Office 10-03-13 P01:12 RCVD  
*[Signature]*

Received in Mayor's Office  
ENTERED 10/3/13  
*[Signature]*

Comments:



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## CITY COUNCIL AGENDA MEMO

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**To:** Mayor Jordan, City Council

**Thru:** Jeremy Pate, Development Services Director *JP*

**From:** Andrew Garner, Senior Planner

**Date:** September 30, 2013

**Subject:** Approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$1,200.

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### RECOMMENDATION

Planning Staff recommends approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$1,200 to provide travel and training funds for the Historic District Commission and staff.

### BACKGROUND

Planning staff has applied for and received a Certified Local Government (CLG) grant in several years past to pay for the Historic District Commission's and staff's travel and training related to historic preservation. The past grants have enabled staff members and commissioner to attend statewide training and meetings provided by the Arkansas Historic Preservation Program and attendance at the National Historic Preservation Conference. These conferences have increased staff's and the commission's knowledge and skills of methods to promote and achieve historic preservation in a community.

The Arkansas Historic Preservation Program designated the City of Fayetteville with \$1,200 for travel and training for the 2013-2014 grant cycle (award letter attached).

### BUDGET IMPACT

The City will provide in-kind services for approximately \$7,808 in the form of staff time. Jesse Fulcher and Quin Thompson, Current Planners, and Andrew Garner, Senior Planner, will spend approximately 5% of their time providing support to the Historic District Commission and administering the grant.

**RESOLUTION NO.**

A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$1,200.00 FOR TRAVEL AND TRAINING EXPENSES IN SUPPORT OF THE FAYETTEVILLE HISTORIC DISTRICT COMMISSION; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT REVENUE.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a grant agreement with the Arkansas Historic Preservation Program in the amount of \$1,200.00 for travel and training expenses in support of the Fayetteville Historic District Commission.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing the grant revenue.

**PASSED** and **APPROVED** this      day of      , 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



STATE OF ARKANSAS  
MIKE BEEBE  
GOVERNOR

June 5, 2013

The Honorable Lioneld Jordan  
Mayor, City of Fayetteville  
113 West Mountain  
Fayetteville, AR 72701

RE: Certified Local Government Grant – Training

Dear Mayor Jordan:

It is my pleasure to inform you that you have been awarded a grant of \$1,200.00 from the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. I have instructed the staff of the Arkansas Historic Preservation Program to provide you with details concerning the terms and conditions of the grant.

Congratulations and many thanks for your commitment to safeguarding Arkansas's cultural historic resources. I look forward to hearing of the successful completion of your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Beebe", written over a circular stamp.

Mike Beebe

MB:jb

CC: Mr. Andrew Garner

**CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT**  
**Grant Number 13-CLG-06**

This agreement is entered into between the **City of Fayetteville**, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$1,200** for the purpose of **providing training for the Historic District Commission and staff.**

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

- A. The City will send one or more representatives of its Historic District Commission quarterly training meetings to be announced by AHPP.  
**\$1,200**

II. TIME FRAME of AGREEMENT

This agreement will begin on July 1, 2013, and shall extend until June 30, 2014.

III. SCHEDULE OF PAYMENTS

One half of the full grant amount shall be paid to the City upon a request for payment to AHPP to be submitted no earlier than July 1, 2013. The remaining half shall be paid to the City upon a request for payment to AHPP to be submitted no later than May 31, 2014.

IV. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to review practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable time frame.

V. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:
- September 30, 2013
  - December 31, 2013

- March 31, 2014
  - June 30, 2014 (Final)
- B. The City will submit a final project report detailing all completed projects and including 10 copies each of all publications no later than June 30, 2014.
- C. If changes in agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP.

## VI. COMPLIANCE

- A. All policies and procedures of the Department of the Interior, the National Park Service as well as Federal regulations concerning expenditures of all Federal funds must be followed by the AHPP and all subgrant recipients. All grant projects will be administered by the AHPP in accordance with the Historic Preservation Fund Grants Manual, particularly "Chapter 9: Certified Local Governments". Separate financial records for each project will be maintained by the AHPP following Office of Management and Budget Guidelines. The City must maintain efficient and effective accountability and control of all funds received and expended under a subgrant from the AHPP.
- B. The City agrees to the right of the AHPP director to review and comment on art set-up, written narrative of any printed material, and audio visual material produced by the grant prior to final printing or production and distribution.
- C. The City must supply the State with evidence of compliance with Federal competitive procurement requirements for professional services and subcontractors prior to reimbursement.
- D. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation of Historic Properties*. The *Standards* are:
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
  2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
  3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

E. **SURVEY AND NATIONAL REGISTER NOMINATIONS:** All surveys and National Register Nominations (either new or those in progress) of historic structures, sites, etc. will meet the following criteria, as applicable, and will be completed by professionals who meet minimum Federal standards as specified in 36 CFR 61:

#### CONTRACTOR'S RESPONSIBILITIES

**Services are duties and tasks that the contractor must perform to meet the terms, conditions, and specifications of the contract.**

#### **Survey duties are:**

1. It is required that the contractor complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.

2. The contractor will take 35mm black and white print photographs and color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs (both black and white prints and color digital photos) will be provided by the Contractor.
3. The contractor will also need to locate each resource on a United States Geological Survey Map and provide UTM coordinates for each property. Additional hours will be spent on proper completion of forms for submission to AHPP.
4. Any new contractor must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the Contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth by AHPP.
6. The contractor will provide own transportation.

**Nomination duties are:**

1. It is required that the Contractor complete a National Register of Historic Places nomination form for the historic property.
2. The Contractor will take 35mm black and white print photographs and color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photographs (both black and white prints and color digital photos) will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in *National Register Bulletin 16A: How to Complete the National Register Registration Form*. Photographs printed on Fujicolor Crystal Archive or equivalent papers do not meet the National Park Service standards, and will not be accepted.
3. The Contractor will label all photographs to be included with the completed National Register of Historic Places nomination according to the National Park Service instructions.
4. The Contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic district.
5. The Contractor will be responsible for presenting the proposed historic district to the Arkansas State Review Committee on Historic Preservation at the earliest meeting following completion and staff approval.

6. Any new Contractor must attend a training class on completing National Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the Contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The Contractor must be able to adhere to set deadlines and provide initial and completed nominations by the dates set forth by the AHPP.
8. The Contractor will provide own transportation.
9. The Contractor must have experience in photography using black and white and color digital photos and must provide two (2) single lens reflex cameras with wide-angle lenses for use in the field.
10. The Contractor will also provide archival sleeves for storage of negatives, photographs, and CDs for the digital photos.
11. The Contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
12. It is required that the Contractor complete National Register of Historic Places nomination forms.
13. The Contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
14. The Contractor will understand that all procedures developed and products provided under the contract will be subject to final approval by the committee at AHPP, Little Rock, AR.
15. The Contractor will understand that all records, data, proofs, negatives and copies pertaining to the contract will remain the property of the Agency.
16. The Contractor will conduct meetings with AHPP as required, to complete the project.
17. The AHPP will provide photocopies of completed architectural resource forms for all buildings in the district.

**AHPP responsibilities** (as applicable for architectural surveys and National Register Nominations)

1. The Agency will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms as required by the contractor.

2. The Agency will provide access to the Agency's survey files and copies of previous survey work as required by the contractor.
3. The Agency will provide resource numbers for the contractor as required.
4. The Agency will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site survey. This class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

The Agency will provide technical assistance as needed by the contractor.

- F. **EASEMENTS:** The City will donate to AHPP a conservation easement on the property of any historic structure(s) being restored, rehabilitated, or repaired as a part of any project(s) utilizing ten thousand dollars (\$10,000) or more of AHPP funds. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released.

## VII. MANAGEMENT AND BUDGET GUIDELINES

The City must assure and certify that he will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally-assisted project, as contained in attachment G of OMB circular A-102. Also the City assures and certifies that:

- A. The City will comply with and administer the project in conformance with the Civil Rights Act of 1964 (Public Law 88-352), as amended; as well as 43 CFR 17 and Part 506 of the Department Manual issued by the Department of the Interior; and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against the handicapped. Title VI of the Civil Rights Act of 1964 stated that no person will, on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this agreement;
- B. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The City its subgrantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17;

- C. The City will give AHPP and the National Park Service or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant;
- D. The City must comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- E. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
- F. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, the AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in OMB Circular A102, attachment C, for at least three (3) years or until all claims or audit findings have been resolved.
- G. Lobbying with appropriated funds. Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress be used directly or indirectly to pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member or Congress, through the proper official channels, requests for legislation OPR appropriation which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to NPS assisted grants.
- H. The City must submit acceptable Federal and non-Federal share supporting documentation prior to reimbursement.
- I. In addition to the terms detailed in this grant agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable.

### VIII. PUBLICATIONS AND PUBLIC INFORMATION

An acknowledgment of National Park Service and Arkansas Historic Preservation Program support

must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: *The activity which is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, administered through the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Arkansas Historic Preservation Program.*

Press releases, publications, and other public dissemination of information by the City made possible by a grant shall acknowledge National Park Service, Department of the Interior and Arkansas Historic Preservation Program, Department of Arkansas Heritage grant support. A minimum of eight copies of any publication will be furnished by the Preservation Program will transmit three copies to the Department of the Interior Library, one copy to the National Park Service, Divisions of Personnel and Management, and one copy to the Office of Communications. The remainder will be placed in the Arkansas Historic Preservation Program files.

All printed material (publications, brochures, etc.) will be printed on recycled paper using soybean ink in accordance with Executive Proclamation Order #90-1.

#### IX. LIMITATION OF LIABILITY

The AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a subgrant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 SFR 1910).

#### X. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to initiate project work.
- C. The City initiates work prior to receipt of written notification of project approval.
- D. Project work is found not to be in conformance with conditions as stated in the grant agreement.

XI. AMENDMENTS

This agreement may be amended upon written request and approval by both parties

XII. APPROVAL OF AHPP

The City of Fayetteville is aware that this grant is contingent upon approval of the AHPP and the availability of funds; and agrees that no work will begin on the project until written approval from the AHPP is received.

**SIGNATURES**

\_\_\_\_\_  
Frances McSwain  
Director, Arkansas Historic Preservation Program  
Deputy State Historic Preservation Officer

\_\_\_\_\_  
City of Fayetteville Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

