

City of Fayetteville Staff Review Form

2015-0365

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jeremy Pate

7/31/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$13,150.00.

Budget Impact:

1010.6300.5304.00/1010.6300.5315.00

General

Account Number

Fund

36024.1501

Historic Preservation Travel & Training

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance **\$ -**

Does item have a cost? Yes

Item Cost \$ 13,150.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 13,150.00

Remaining Budget **\$ -**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

RESOLUTION NO.

A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, TO HIRE A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND TO REPAIR AND RECONSTRUCT FENCING AT OAKS CEMETERY; 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 \$13,150.00 for travel and training, for hiring a qualified consultant to research and catalog historic structures, and repair and reconstruction of fencing at Oaks Cemetery.

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 , 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: July 31, 2015

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 \$13,150.00.

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 \$13,150.00.

BACKGROUND:

Planning staff has applied for and received a Certified Local Government (CLG) grant in several years past to pay for travel and training for the Historic District Commission and City staff. Funding has also been provided for preservation projects that increase the community's awareness and understanding of historic preservation values.

DISCUSSION:

Planning staff and the Historic District Commission have requested grant funding in the amount of \$500.00 for travel and training, \$5,000.00 to hire a qualified consultant to research and catalog historic properties, and \$7,650.00 for repair work at Oaks Cemetery.

BUDGET/STAFF IMPACT:

The City will provide in-kind services for approximately \$9,270.00 in the form of staff time. Jesse Fulcher, Senior Planner, will spend approximately 15% of his time providing support to the Historic District Commission and administering the grant.

Attachments:

CC Ordinance
Certified Grant Agreement
Budget Adjustment Form

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 15-CLG-04

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 **\$13,150** for the purpose of **providing training for the Historic District Commission and staff, hiring a qualified consultant to research significant historic structures in Fayetteville, and fund the repair and reconstruction of an existing fence and placement of an identifying plaque at the Oaks Cemetery.**

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 or staff quarterly training meetings to be announced by AHPP.
\$500 is designated for this activity.
- B. The City will hire a qualified consultant to research significant historic structures in Fayetteville to support the development of online GIS storymaps.
\$5,000 is designated for this activity.
- C. The City will fund the repair and reconstruction of an existing fence and placement of an identifying plaque at the Oaks Cemetery.
\$7,650 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on July 1, 2015, and shall extend until June 30, 2016.

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, 2015. The remaining half shall be paid to the City upon a request for payment to AHPP to be submitted no later than May 31, 2016.

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, 2015
 - December 31, 2015
 - March 31, 2016
 - June 30, 2016 (Final)
- B. The City will submit a final project report detailing all completed projects and including 5 copies each of all publications no later than June 30, 2016.
- 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 the 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. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this

agreement.

- 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 it 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 of 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 and 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, Arkansas Historic Preservation Program, and Department of Arkansas Heritage grant support. A minimum of three full-color printed copies and one digital copy of any publication will be furnished to AHPP, which will transmit two copies to the National Park Service.

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 and appendices.

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

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for survey and documentation services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP.
3. The City will submit a copy of any proposed contract for services funded under this agreement to AHPP prior to execution of the contract, and will not execute the contract until comments have been received by AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that any contractor engaged for survey and documentation services funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History and/or Architectural History.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date 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.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must prepare and provide a brief context statement including the history of the property or area that is the subject of the survey and documentation, including suggestions for an appropriate period of significance, for submittal with completed survey forms.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared summarizing its history and any obvious changes to the building that appear to have occurred since its construction.
7. The contractor will take 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 will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. The contractor will provide UTM coordinates for each property.
9. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
10. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to

property data, databases, archival research, and photographs, to AHPP on request.

11. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. The contractor will provide one full-color copy and one digital copy of the final survey documents to the City and one full-color printed copy and digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. 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.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register/Arkansas Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National or Arkansas Registers of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP.
3. The City will submit a copy of any proposed contract for services funded under this agreement to AHPP prior to execution of the contract, and will not execute the contract until comments have been received by AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National or Arkansas Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
5. The City will ensure that any contractor engaged for the preparation of National or Arkansas Register of Historic Places nomination preparation services funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History and/or Architectural History.

B. CONTRACTOR'S RESPONSIBILITIES

1. It is required that the contractor complete a National Register of Historic Places or Arkansas Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape 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*.
3. The contractor will label all photographs to be included with the completed National or Arkansas 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 property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register or Arkansas Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas 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 Arkansas Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
15. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
16. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
7. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

8. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
9. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
10. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
11. The contractor will conduct meetings with AHPP as required to complete the project.
12. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National and Arkansas Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines and Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP.
3. The City will submit a copy of any proposed contract for services funded under this agreement to AHPP prior to execution of the contract, and will not execute the contract until comments have been received by AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review and comment prior to final approval and printing, and will not give final approval to the product or proceed with final printing of the document until comments have been received by AHPP or fourteen (14) business days have elapsed since the date on which draft design guidelines have been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines or preservation plans funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History, Architectural History, or Historic Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will draft design guidelines that include, at minimum:
 - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-20, et seq., and local ordinance;
 - c. A list of addresses within such historic;

- d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 67.
 - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
 3. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
 4. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.
 5. The contractor will provide one full-color printed final clean copy of the design guidelines and attachments and one digital copy of the design guidelines and attachments created to the City and three full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

| | | |
|--------------------|------------------------------------|--------------------------|
| Budget Year | Division: City Planning | Adjustment Number |
| 2015 | Dept.: Development Services | |
| | Requestor: Jesse Fulcher | |

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Certified Local Government (CLG) grant funds in the amount of \$500.00 for travel and training, \$5,000.00 to hire a qualified consultant to research and catalog historic structures, and \$7,650.00 to repair and reconstruct fencing at Oaks Cemetery.

| | |
|----------------------------|--|
| | COUNCIL DATE: <u>8/18/2015</u> |
| | LEGISTAR FILE ID#: <u>2015-0365</u> |
| | <i>Barbara Fell</i> 7/31/2015 4:30 PM |
| | Budget Director _____ Date _____ |
| | TYPE: _____ |
| | DESCRIPTION: _____ |
| | GLDATE: _____ |
| | POSTED: _____ / _____ |
| RESOLUTION/ORDINANCE _____ | |

| | | | | | | | |
|-------------------|-----------------------|---------|--------------|------|----|----------------------------|------------|
| TOTAL | 13,150 | 13,150 | | | | | v.20150402 |
| | Increase / (Decrease) | | Project.Sub# | | | | |
| Account Number | Expense | Revenue | Project | Sub | AT | Account Name | |
| 1010.0001.4302.01 | - | 13,150 | 36024 | 1501 | RE | State Grants - Operational | |
| 1010.6300.5304.00 | 500 | - | 36024 | 1501 | EX | Travel & Training | |
| 1010.6300.5315.00 | 12,650 | - | 36024 | 1501 | EX | Contract Services | |
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