

**City of Fayetteville Staff Review Form**

**2021-0577**

**Legistar File ID**

**9/7/2021**

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

Mary McGetrick

8/4/2021

LONG RANGE PLANNING (634)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approval to accept a grant award in the amount of \$9,990 from the Arkansas Historic Preservation Program (City match portion \$2,498) for the restoration of the Woolsey Cemetery and approval of a budget adjustment.

**Budget Impact:**

1010.090.6600-5314.00	General Fund
Account Number	Fund
32103	AR Historic Preservation Woolsey Cemetery
Project Number	Project Title
<b>Budgeted Item?</b> <u>No</u>	Current Budget            \$
	Funds Obligated            \$
	Current Balance <span style="border: 1px solid black; padding: 2px;">\$ -</span>
<b>Does item have a cost?</b> <u>No</u>	Item Cost                    \$ -
<b>Budget Adjustment Attached?</b> <u>Yes</u>	Budget Adjustment            \$ 12,488.00
	Remaining Budget <span style="border: 1px solid black; padding: 2px;">\$ 12,488.00</span>

V20210527

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF SEPTEMBER 7, 2021**

**TO:** Mayor; Fayetteville City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director

**FROM:** Mary McGetrick, Long-Range Planning and Special Projects Manager

**DATE:** August 4, 2021

**SUBJECT:** Approval to accept a grant for the restoration of the Woolsey Cemetery from the Arkansas Historic Preservation Program in the amount of \$9,990 with City match of \$2,498 and approval of a budget adjustment

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**RECOMMENDATION:**

Planning Staff recommends approval of a Certified Local Government grant award from the Arkansas Historic Preservation Program in the amount of \$9,990 with City matching funds in the amount of \$2,498.

**BACKGROUND:**

Planning staff has applied for and received a Certified Local Government (CLG) grant in the amount of \$9,990 to pay for the following;

Woolsey Cemetery Preservation Plan:

The proposed project involves the restoration of the historic Woolsey family cemetery, recently added to the National Register of Historic Places. More specifically, the project involves the restoration and conservation of the original cast/wrought iron fencing and the grave markers.

**BUDGET/STAFF IMPACT:**

A budget adjustment is proposed in the amount of \$12,488 for the grant funds and City match.

**Attachments:**

BA  
Grant Agreement

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("AGREEMENT"), dated as of \_\_\_\_\_, 2021 (the "Effective Date"), is made by and between the Arkansas Historic Preservation Program, hereinafter referred to as the "AHPP," and City of Fayetteville, hereinafter referred to as "RECIPIENT."

WHEREAS, the AHPP, by administering grant programs that seek to preserve the state's historic resources, assists governments, organizations and individuals seeking to preserve the state's historic resources;

WHEREAS, the AHPP, through its Director, is authorized to make and sign any agreements and perform any acts which may be necessary, desirable, or proper to carry out the purposes of the AHPP;

WHEREAS, if applicable the RECIPIENT has applied to the AHPP for a grant to carry out a program of cooperative endeavors to preserve some of the state's historic resources, as hereinafter set forth; and

WHEREAS the AHPP is willing to make a grant to the RECIPIENT, subject to the terms and conditions set forth in this Agreement, and RECIPIENT is willing to accept the same, the AHPP and the RECIPIENT hereby agree as follows:

1. AHPP agrees to make a grant to RECIPIENT in an amount of \$9,990 (the "AWARD"), subject to modification as set forth herein, for the following program: Iron fence, tree removal and monument repair & restoration (Woolsey Cemetery), hereinafter referred to as the "PROGRAM."

Effective Date: \_\_\_\_\_

Ending Date: May 13, 2022

**RECEIPT OF THE FULL GRANT AWARD IS CONTINGENT UPON RECEIPT OF ADEQUATE FEDERAL AND STATE REVENUES.**

RECIPIENT also agrees to expend cash match on the PROGRAM in the minimum amount of \$2,498

2. RECIPIENT may only expend grant monies paid to it hereunder on the PROGRAM between the Effective Date and the Ending Date of the PROGRAM identified in paragraph 1 of this AGREEMENT, unless the Ending Date is extended by written agreement signed

by both parties consistent with the provisions for amendment provided in paragraph 14 of this AGREEMENT. RECIPIENT shall return any grant monies received but not expended by RECIPIENT to the AHPP no later than fifteen (15) business days after the Ending Date of the PROGRAM.

3. The AHPP shall not pay any grant monies to RECIPIENT unless and until the AHPP receives from RECIPIENT this grant AGREEMENT.
4. RECIPIENT shall use the AWARD in conformity with the PROGRAM as defined herein and, if applicable, any subsequently revised or modified PROGRAM narrative or budget as required and approved by the AHPP in writing.
5. RECIPIENT agrees that no grant monies payable hereunder shall be used for the purchase of permanent equipment, capital improvements or construction, to pay the balance of RECIPIENT's previous year's deficit, for entertainment, interest or other financial costs, contribution to a contingency reserve, or any other purposes prohibited by the AHPP unless expressly excepted within this AGREEMENT in paragraph 15.
6. Any cost deficit incurred by RECIPIENT in connection with the PROGRAM shall be solely the responsibility of RECIPIENT.
7. RECIPIENT shall maintain in its possession for inspection by the AHPP, or its duly authorized representatives, all books, documents, papers and records maintained to account for funds expended under the terms and conditions of this AGREEMENT for a minimum period of three (3) years following June 30 of the grant award year, or until an audit has been completed.
8. RECIPIENT shall submit for prior written approval by the AHPP director any art set-up, written narrative and/or audiovisual content of any material produced with the AWARD no less than ten (10) business days before the proposed date of final printing and/or production and distribution.
9. RECIPIENT shall include in all promotion, publicity, programs, advertising, and in any printed or audiovisual materials pertaining to the PROGRAM, the AHPP logo, when possible, and the following credit line: "THIS (type of publication/material) HAS BEEN FINANCED (in part/entirely) WITH TAX FUNDS FROM THE STATE OF ARKANSAS AND THE ARKANSAS HISTORIC PRESERVATION PROGRAM, AN AGENCY OF THE DEPARTMENT OF ARKANSAS HERITAGE."
10. RECIPIENT shall only expend grant monies received in connection with this AGREEMENT solely for PROGRAM, as described in paragraphs 1 & 4 of this AGREEMENT.
11. RECIPIENT shall comply with applicable regulations and policies of the AHPP including Fair Labor Standards Title VI of the Civil Rights Act of 1964 [42 USC 2000 (d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794], Title IX of the

Education Amendment of 1973, the Americans with Disabilities Act of 1991, as well as all other applicable state and federal laws, regulations and executive orders. RECIPIENT shall not discriminate on the basis of race, religion, national origin, or disability in its implementation of the PROGRAM. RECIPIENT shall consult with AHPP regarding any reasonable accommodation needed to provide disabled persons with equal access to the benefits of the PROGRAM.

12. RECIPIENT shall submit all report documentation to the AHPP, and, as applicable, a conservation easement duly executed and acknowledged by the Recipient, on time in accordance with the dates set forth in the schedule attached hereto as **Exhibit A**. Late reports may result in demand for return of grant funds. RECIPIENT shall honor any such demand from the AHPP. If for some reason the grant project is terminated or if actual costs are less than anticipated, RECIPIENT shall return all remaining unobligated grant funds to the AHPP no later than fifteen (15) days after the termination date of the PROGRAM (if terminated prior to the Ending Date of the PROGRAM identified in paragraph 1 of the AGREEMENT), or the Ending Date of the PROGRAM identified in paragraph 1 of this AGREEMENT (if the PROGRAM is not terminated prior to the PROGRAM's ending date).
13. RECIPIENT shall file with the AHPP, within thirty (30) days after the Ending Date of the PROGRAM, a final report on the PROGRAM on forms provided by the AHPP.
14. This AGREEMENT may be amended only in writing as approved by the AHPP and signed by both RECIPIENT and the AHPP.
15. The following special conditions also apply to this AGREEMENT:

\_\_\_\_\_  
Director's Signature  
Arkansas Historic Preservation Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grant Recipient's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Grantee Federal ID Number