R-21- 81

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FOR $30,030.00 AWARDED BY THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE PURCHASE OF CUSTOM WINDOW REPLACEMENTS FOR THE PARK HILL FIRE STATION (FIRE STATION NO. 5); AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the North Little Rock Fire Department ("NLRFD") needs to purchase 14 replacement windows for the Park Hill Fire Station (Fire Station No. 5), which must be custom-made due to the age of the building and its historical designation (see NLRFD grant application narrative attached hereto as Exhibit A);

WHEREAS, the City of North Little Rock ("the City") applied for grant funds through the Arkansas Historic Preservation Program ("AHPP"), which application was approved with an award of $30,030.00 (see Grant Agreement attached hereto as Exhibit B); and

WHEREAS, with acceptance of the grant, the City is required to provide matching funds of $15,015.00, for a total amount of $45,045; and

WHEREAS it is in the best interests of the City and its residents to maintain and protect this historical site and proceed with the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the City of North Little Rock hereby accepts funds awarded to it through the Arkansas Historic Preservation Program in the amount of $30,030.00 for window replacements in the Park Hill Fire Station (Fire Station No. 5) located at 3417 Magnolia Street.

SECTION 2: That the Mayor is hereby authorized to enter into a Grant Agreement with the AHPP, substantially similar to Exhibit B attached hereto.

SECTION 3: That the sum of Fifteen Thousand Fifteen and 00/100 cents ($15,015.00), representing the City's local share, shall be paid from the FY2017 Sales Tax Capital Improvement Fund (14-450-53140 - Fire Station Construction and Renovations).

SECTION 3: That this Resolution shall be in full force and effect from and upon its passage and approval.

PASSED: APPROVED:

_____ _____

SPONSOR:

Terry C. Hartwick
Mayor Terry C. Hartwick by AF

Mayor Terry C. Hartwick
ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 9:55 A.M. _____ P.M.

By Amy Fields AA

DATE Oct 20 '21

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY _____

Arkansas Historic Preservation Program (AHPP) Grant # 22-HPRG-08

This grant funding is to replace the remaining windows at NLRFD Park Hill Fire station #5. After a hard look at the needs of this building in 2018 and 2019, and determined that the roof and water leaks were slowly destroying the building. The roof replacement was the first priority in rehabilitating this structure, and with the help of the Arkansas Historic Preservation Program (AHPP) it was completed in 2020. In late 2020 and in 2021 we began with sealing the outside native rock façade and began replacing the leaking windows. At this time we have completed the exterior sealing and have replaced 9 of the 23 windows with wood windows to return the building to its original look.

Due to the age of the building and its Historical designation, these windows are having to be custom made, which unfortunately drives the cost per unit up to $3,200 per window. We have hired a construction manager (CBM Construction) who in turn has obtained structural studies from P.E., Inc. (Professional Engineering) to determine the viability of the building, as well as the aesthetic properties of the window replacement. This is included in the last phase of our restoration of Fire Station #5 to its original look.

With this request, the City of North Little Rock has been awarded $30,030.00 in funds through AHPP to replace the remaining 14 windows, with NLR matching funds of $15,015.00 for a total job cost of $45,045.00.

EXHIBIT

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A

EXHIBIT B

GRANT # 22-HPRG-08

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 North Little Rock, 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 $30,030 (the "AWARD"), subject to modification as set forth herein, for the following program: Window replacement (Park Hill Fire Station), 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 $15,015

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. RECPIENT 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